INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AMENDED

AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at https://us06web.zoom.us/j/81412627121. 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: 814 1262 7121. 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

September 8, 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 – Acting County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

ADDENDUM:

2A) **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).

3) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Health & Human Services Director

OPEN SESSION

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

9:30 A.M. **4) Pledge of Allegiance**

5) Report on Closed Session as Required by Law

6) 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.

7) 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.

8) County Department Reports

CONSENT AGENDA

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

9) Resolution Adopting 2026-2027 Property Tax Rates
Auditor-Controller | Amy Shepherd

Recommended Action:
Approve Resolution No. 2026-33, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Adopting Tax Rates for Fiscal Year 2026-2027, Pursuant to California Government Code Section 29100," and authorize the Chairperson to sign.

10) Resolution Establishing 2026-2027 Gann Appropriation Limit
Auditor-Controller | Amy Shepherd

Recommended Action:
Approve Resolution No. 2026-34, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2026-2027 Appropriation Limit under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

11) Appointment of Independence Cemetery District Board Member
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Appoint Karen Roberts to the Independence Cemetery District Board of Trustees, to a four-year term ending January 31, 2030.

12) Request for Inyo Fish and Game Fine Fund Money to Support Efforts Related to Golden Mussel Infestation Prevention
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the request from the Inyo Fish and Wildlife Commission to provide Sierra Forever/ with $3,000 in funding from the Inyo Fish and Game Fine Fund to support efforts to prevent infestation of the golden mussel in Eastern Sierra waters.

13) Updates to Administrative Procedure and Policy Manual for the Automated External Defibrillator (AED) Program
County Administrator - Risk Management | Aaron Holmberg

Recommended Action:
Acknowledge and approve the update to the County's policy and procedures for the Automated External Defibrillator (AED) program.

14) Agreement with California Department of Housing and Community Development for Homeless Housing, Assistance, and Prevention Program Round 6 Funding
Health & Human Services | Anna Scott

Recommended Action:
Approve agreement number 25-HHAP-10018 between the County of Inyo and the California Department of Housing and Community Development (HCD) for the provision of Homeless Housing, Assistance, and Prevention Program Round 6 (HHAP 6) in an amount not to exceed $250,138.19 for the period commencing upon HCD approval of agreement through June 30, 2030, contingent upon approval of future budgets, and authorize the Chairperson to sign the standard agreement.

15) United States Geological Survey Joint Funding Agreement
Planning Department | Cathreen Richards

Recommended Action:
Approve the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) for wells and springs monitoring in the Amargosa Desert in the amount of $8,000 for the period of October 1, 2026 through September 30, 2027 and authorize the Chairperson to sign.

16) Fee Waiver for Inyo Council of the Arts' Millpond Music Festival - Request to Reserve Millpond Park
Public Works - Parks & Recreation | Jorge Briceno

Recommended Action:
A) Approve a fee waiver to Inyo Council for the Arts for the reservation of the entirety of Millpond Park for the 34th Annual Millpond Music Festival, in an amount not to exceed $2,625.00, for the reservation fee set in Ordinance No. 1038, 12.16.192, Section IV, Subsection F; and
B) Authorize closure of the park to accommodate the festival from 8 a.m. Thursday, September 17 to 3 p.m. Monday, September 21, 2026.

ADDENDUM:

16A) Temporary Road Closure for the 2026 California Indian Day Parade
Public Works | Shannon Platt

Recommended Action:
Approve the temporary closure of a portion of North Pa Ha Lane, a portion of Diaz Lane, and a portion of North Barlow Lane (as indicated on the attached map), from 6:30 a.m.-noon on September 25, 2026 to accommodate the Annual 2026 California Indian Days Parade.

17) Contract with American Financial Credit Services
Treasurer-Tax Collector | Christie Martindale

Recommended Action:
Approve a contract with American Financial Credit Services for the provision of delinquent tax skip tracing, billing, and recovery services, and authorize the Chairperson to sign.

18) Omnia Master Service Agreement Order Form for DebtBook Software
Treasurer-Tax Collector | Christie Martindale

Recommended Action:
Approve Omnia Master Service Agreement Order Form for DebtBook Software as a Service Application and authorize the Treasurer-Tax Collector to sign.

REGULAR AGENDA

19) Workshop - Overview of Development Agreements (DAs) in Advance of Upcoming Proposed Renewable Energy Development Agreements (REDAs) for the Bonanza Peak Solar Project in Charleston View, Inyo County
Planning Department | Stacey Simon
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:
A) Conduct workshop on Development Agreements (DAs), including proposed Renewable Energy Development Agreements (REDAs) for the Bonanza Peak Solar Project in Charleston View, Inyo County; and
B) Provide any follow-up direction to staff as necessary.

10 A.M. 20) Public Hearing for and Approval of Fiscal Year 2026-2027 County Administrative Officer's Recommended Budget

County Administrator | Amy Shepherd, Denelle Carrington, Kelsey Gonzalez
2 hours

Recommended Action:

A) Hold a public hearing on the Fiscal Year 2026-2027 CAO Recommended Budget;
B) Discuss and/or solicit feedback on the proposed individual department budgets (in the order prescribed in attached list);
C) Adopt the Fiscal Year 2026-2027 Budget as Recommended by the County Administrator, including the recommendations presented herein;
D) Provide direction with regard to the use of Fund Balance the Auditor-Controller may certify below or in excess of $4,500,000; and
E) Set adoption of the Final Budget for September 29, 2026 or schedule a special meeting of the Board of Supervisors, depending on when Budget Hearings conclude.

21) Amendment No. 3 to the Agreement with Consor North America of Golden, CO

Public Works | Ashley Helms
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Consor North America of Golden, CO for the provision of engineering design, environmental review, right-of-way acquisition, and limited construction support for the Carrol Creek Road Bridge Replacement Project, extending the term end date from June 30, 2026 to December 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

22) Approval of USDA Loan and Grant Documents for the Lone Pine Water System Improvements Project

County Administrator | Meaghan McCamman, Marc Lucas, Ashley Helms, Breanne Nelums
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action:

A) Conduct a public meeting pursuant to the requirements of 7 CFR 1780.19 for the Lone Pine Water System Improvement Project;
B) Approve the loan and associated grant offered by the United States Department of Agriculture (USDA) Rural Development for financing the Lone Pine Water System Improvements Project;
C) Authorize the Acting County Administrative Officer, or designee, to execute all USDA Rural Development loan and grant documents associated with the project, including but not limited to the Letter of Conditions, Loan Resolution, Grant Agreement, and all other required forms, with the concurrence of the County Auditor-Controller and Treasurer-Tax Collector; and
D) Direct staff to complete all necessary actions to finalize funding acceptance and proceed with project implementation.

23) Fish and Wildlife Commission Request to Send Letter to State

Clerk of the Board | Assistant Clerk of the Board
10 minutes

Recommended Action:

A) Authorize the Inyo County Fish and Wildlife Commission to send a letter to the California Department of Fish and Wildlife and State Fish and Game Commission calling for the elimination of the "three strikes rule" pertaining to problem mountain lions; and
B) Consider directing County staff to send a similar letter on behalf of the Board of Supervisors.

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.

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

September 8, 2026

Reference ID:
2026-641

Resolution Adopting 2026-2027 Property Tax Rates

Auditor-Controller

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Amy Shepherd, Auditor/Controller	Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve Resolution No. 2026-33, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Adopting Tax Rates for Fiscal Year 2026-2027, Pursuant to California Government Code Section 29100," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each fiscal year the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, include the countywide rate of 1.000000%, are on the attached resolution.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011900
Budgeted?	Yes	**Object Code**	Various Revenue Codes
Recurrence	Ongoing Revenue	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
The General Fund Property Tax revenue from secured taxes is expected to be $18,200,000 for FY 2026-2027 and is necessary to carry out a variety of public services provided by the County, various Special Districts, and schools.
Future Fiscal Year Impacts
N/A
Additional Information

As stated above, Inyo County, as well as the affected special districts, derives a significant amount of discretionary revenue from property taxes.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If your Board did not adopt the tax rates, the tax proceeds for the County would be $0 for the current Fiscal Year. The estimated amount for FY 2026-2027 general fund revenue secured taxes totals $18,200,000. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

This item supports numerous County Strategic Priorities.

APPROVALS:

Kortni Girardin	Created/Initiated - 08/28/2026
Darcy Israel	Approved - 08/31/2026
Amy Shepherd	Approved - 08/31/2026
John Vallejo	Approved - 09/01/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

1. Tax Rate Resolution 2026

RESOLUTION 2026-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, CALIFORNIA ADOPTING TAX RATES FOR FISCAL YEAR 2026-2027 PURSUANT TO GOVERNMENT CODE SECTION 29100

WHEREAS Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and
100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2026-2027 as follows:

County Wide	1.00000000%
Big Pine Unified School District - 2005 Debt	0.04159014%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.01694691%
Bishop Unified – 2025 Series A	0.05475199%
Bishop Unified SFID- 2025 Series A	0.01295765%
Owens Valley Unified School District – 2014 Refunding	0.04004991%
Owens Valley Unified School District – 2025 Series 1	0.04632558%
Lone Pine Unified School District – 2025 Series 1	0.01914306%
Round Valley Elementary – 1999 Debt	0.01910945%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.07405000%
Unitary & Operating Non-Unitary	0.46122258%

PASSED AND ADOPTED this ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Trina Orrill, Chairperson
Inyo County Board of Supervisors

Attest: Denelle Carrington
Acting Clerk of the Board of Supervisors

By:_____
Darcy Israel
Assistant Clerk of the Board

INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-640

Resolution Establishing 2026-2027 Gann Appropriation Limit

Auditor-Controller

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Amy Shepherd, Auditor/Controller	Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve Resolution No. 2026-34, titled, "A Resolution of the Board of Supervisors of the County of Inyo, California Establishing Fiscal Year 2026-2027 Appropriation Limit under Article XIII of the California Constitution, and Establishing Period for Contesting Such Limits for the County and Board of Supervisors Governed Special Districts," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The “appropriation limit” established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2026-2027 fiscal year. The calculation was performed pursuant to the “Article XIII-B Appropriation Procedure Guidelines for California Counties” written by the Accounting Standards and Procedures Committee, November 1990. The 2026-2027 calculated GANN Limit is $65,010,366.

The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current “cushion” between the 2026-2027 proposed proceeds of taxes, $29,378,866 and the calculated 2026-2027 limitation is $65,010,366.

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States’ appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County’s Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2026-2027 Proposed Budget is within the “appropriation limit.”

Periodic review of actual revenues and expenditures will be made during the year in order to ensure that the County remains in compliance with Article XIII-B.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011900
Budgeted?	Yes	Object Code	Various Revenue Codes
Recurrence	N/A	Sole Source?	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current "cushion" between the 2026-2027 proposed proceeds of taxes, $29,378,866 and the calculated 2026-2027 limitation is $65,010,366. The revenue used in the Gann calculation is discretionary general revenue such as property tax & sales tax.
Future Fiscal Year Impacts
This is an annual calculation, so there is no future impact.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Kortni Girardin	Created/Initiated - 08/28/2026
Darcy Israel	Approved - 08/31/2026
Amy Shepherd	Approved - 08/31/2026
John Vallejo	Approved - 09/01/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

1. GANN Limit Resolution 2026-2027
2. GANN Limit 2026-2027-Workbook
3. PricePop26CoverLetter
4. Subvention Letter

RESOLUTION 2026-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, CALIFORNIA ESTABLISHING FISCAL YEAR 2026-2027 APPROPRIATION LIMIT UNDER ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD OF SUPERVISORS GOVERNED SPECIAL DISTRICTS

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2026-2027; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2026-2027 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2026-2027 as shown on Attachment A is hereby established as $65,010,366 and such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2026-2027 may be adjusted at a later date in the event that revenues which are unanticipated and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED this ___ day of _____, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Trina Orrill, Chairperson
Inyo County Board of Supervisors

Attest: Denelle Carrington
Acting Clerk of the Board of Supervisors

By:_____
Darcy Israel
Assistant Clerk of the Board

ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2026-2027

	2024-2025 Limit	Population Change	Per Capita Change	2025-2026 Limit	Population Change	Per Capita Change	2026-2027 Limit
Big Pine Lighting	73,467	0.99730	1.0644	77,815	0.9988	1.0495	81,569
Independence Lighting	73,241	0.99730	1.0644	77,576	0.9988	1.0495	81,318
Lone Pine Lighting	105,351	0.99730	1.0644	111,586	0.9988	1.0495	116,969
	-						
INYO COUNTY	**58,423,955**	**0.99730**	**1.0644**	**62,018,554**	**0.9988**	**1.0495**	**65,010,366**

GANN Limit Calculation Updated to Include State Subventions
Based on Projected Revenues
Fiscal Year Ending June 30, 2026

		Projected FY 26-27
Current Secured Taxes - 4001	$	18,200,000
Current Unsecured Taxes - 4004	$	1,375,000
Current Unsecured Aircraft Tax - 4005	$	40,000
SB813 Distributions - 4008	$	200,000
Sales Tax - 4062 & 4063	$	2,050,000
Real Property Transfer Tax - 4082	$	105,000
Transient Occupancy Tax - 4083	$	4,900,000
Transaction & Use Tax - 4085	$	2,000,000
Interest on Tax Funds - 4303	$	500
Homeowners Property Tax Relief - 4472	$	61,000
State Subventions Pursuent to Government Code Section 7903	$	6,700,000
	$	**35,631,500**

2025-2026 Limitation (Using Per Capita personal Income % Change)	62,018,554
2026-2027 Population Factor	0.99880
2026-2027 Per Capita Factor	1.0495
2026-2027 Appropriation Limit	65,010,366
2026-2027 Proceeds of Taxes	(35,631,500)
Amount Under Limitation	29,378,866

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

May 2026
Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

January 30, 2026

Graham Knaus, Executive Director
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814

Dear Mr. Knaus,

State Subventions for Fiscal Year 2026-27

Pursuant to subdivision (b) of Government Code Section 7903, commencing with the 2021-22 fiscal year, county governments are required to include specified state subventions within their appropriations limits. Specifically, the attached spreadsheet identifies both the total dollar value of all these subventions (the "County Totals" tab) to be included within a county's appropriations limit for the 2026-27 fiscal year, as well as additional details regarding the dollar value attributable to each individual subvention (the "County Programs" tab). Column B of the "County Programs" tab provides specific statutory references to each subvention contained in subdivision (b) of Government Code Section 7903.

The language contained in subdivision (b) of Government Code Section 7903 requires each county to include the full value of these subventions within the county's appropriations limit for the 2021-22 fiscal year and each subsequent fiscal year. To the extent that any portion of the values identified for each county in the "County Totals" tab of the attached spreadsheet would cause a county to exceed its appropriations limit, subdivision (d) of Government Code Section 7903 requires the county to identify the specific amount attributable to these subventions in excess of their limit and report that information to the Department of Finance. The excess amounts that cannot be included in the county's appropriations limit will instead be included within the state's appropriations limit pursuant to that subdivision.

To the extent the subvention amounts cause a county to exceed their limit in the 2026-27 fiscal year, the Department of Finance directs counties to report any amounts pursuant to subdivision (d) of Government Code Section 7903 for the 2026-27 fiscal year to the department by November 1, 2027. Counties should report this information via email to the following staff: Susan.Wekanda@dof.ca.gov and Matthew.Westbrook@dof.ca.gov.

Finance respectfully requests you share this information with counties identified in the attachment to facilitate their compliance with the provisions of Government Code Section 7903.

If you have any questions or need additional information regarding this matter, please contact Susan Wekanda, Principal Program Budget Analyst, at (916) 445-5332.

JOE STEPHENSHAW
Director

Attachment

cc: Emma Jungwirth, California State Association of Counties
Julissa Ceja Cardenas, California State Association of Counties

STATE APPROPRIATIONS LIMIT

State Subventions Pursuant to Government Code Section 7903

Allocations to Counties for Fiscal Year 2026-27

(Dollars in Millions)

County	Amount
Alameda County	$318.8
Alpine County	4.2
Amador County	10.0
Butte County	43.5
Calaveras County	10.0
Colusa County	8.2
Contra Costa County	219.8
Del Norte County	10.8
El Dorado County	26.4
Fresno County	216.4
Glenn County	12.9
Humboldt County	38.5
Imperial County	41.3
Inyo County	6.7
Kern County	190.8
Kings County	35.7
Lake County	18.5
Lassen County	12.2
Los Angeles County	2,428.4
Madera County	37.2
Marin County	50.1
Mariposa County	7.2
Mendocino County	25.3
Merced County	65.7
Modoc County	5.2
Mono County	6.1
Monterey County	102.9
Napa County	26.5
Nevada County	24.2
Orange County	539.9
Placer County	59.5
Plumas County	6.8
Riverside County	464.8
Sacramento County	352.6

STATE APPROPRIATIONS LIMIT

State Subventions Pursuant to Government Code Section 7903

Allocations to Counties for Fiscal Year 2026-27

(Dollars in Millions)

County	Amount
San Benito County	14.3
San Bernardino County	370.5
San Diego County	633.4
San Francisco County	257.5
San Joaquin County	159.9
San Luis Obispo County	63.0
San Mateo County	139.5
Santa Barbara County	99.6
Santa Clara County	394.4
Santa Cruz County	68.6
Shasta County	35.5
Sierra County	5.0
Siskiyou County	13.0
Solano County	88.6
Sonoma County	101.0
Stanislaus County	118.4
Sutter County	30.0
Tehama County	17.1
Trinity County	7.2
Tulare County	114.9
Tuolumne County	12.4
Ventura County	151.1
Yolo County	50.4
Yuba County	15.5
Total	**$8,387.9**

INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-638

Appointment of Independence Cemetery District Board Member

Clerk of the Board

ACTION REQUIRED

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

RECOMMENDED ACTION:

Appoint Karen Roberts to the Independence Cemetery District Board of Trustees, to a four-year term ending January 31, 2030.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board of Supervisors has appointing authority over the Independence Cemetery District Board of Trustees. The unfortunate passing of a board member created a vacancy on the three-person panel. Per statute and Board policy, the vacancy was publicly noticed and staff received one response — a request for appointment from Ms. Karen Roberts.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to make appointments at this time and/or ask that the vacancy be re-advertised; however this is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter	Created/Initiated - 09/01/2026
Darcy Israel	Approved - 09/01/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-669

Request for Inyo Fish and Game Fine Fund Money to Support Efforts Related to Golden Mussel Infestation Prevention

Clerk of the Board

ACTION REQUIRED

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

RECOMMENDED ACTION:

Approve the request from the Inyo Fish and Wildlife Commission to provide Sierra Forever/ with $3,000 in funding from the Inyo Fish and Game Fine Fund to support efforts to prevent infestation of the golden mussel in Eastern Sierra waters.

BACKGROUND / SUMMARY / JUSTIFICATION:

California statute provides that county governments have authority over the expenditures of one-half of the fines assessed in the county for infractions against Fish and Game codes. Expenditures, aside from those paid to cover the services of the Fish and Game Commission secretary, are recommended for approval through a vote for the Fish and Wildlife Commission and either approved or denied by the Inyo County Board of Supervisors.

In August, the commission received a request from Sierra Forever and the Eastern Sierra Golden Mussel Collective for a contribution from the fine fund to support equipment, technology, signage, and outreach supplies for the region's Watercraft Inspection and Decontamination (WID) program. At its August 20 meeting, the commission approved a recommendation that the Board of Supervisors approve a $3,000 contribution from the fine fund, to specifically purchase four tablets and two Wi-Fi devices to expedite data accumulation and transmission efficiencies in the field.

The current balance of the fine fund is $12,378, so there is sufficient funding to cover the requested amount.

FISCAL IMPACT:

Funding Source	Non-General Fund (State funding)	**Budget Unit**	024200
Budgeted?	Yes	**Object Code**	5311
Recurrence	One-Time Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $3,000.
Future Fiscal Year Impacts
Additional Information

There is currently $12,378 available in the fine fund.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can decline to approve this request but this is not recommended as the amount is minimal will help support the multi-agency, multi-pronged approach to prevent golden mussel infestation in the Eastern Sierra.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Fish and Wildlife Commission

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection

APPROVALS:

Darcy Israel	Created/Initiated - 09/02/2026
Darcy Israel	Approved - 09/02/2026
Amy Shepherd	Approved - 09/02/2026
John Vallejo	Approved - 09/02/2026
Denelle Carrington	Final Approval - 09/02/2026

ATTACHMENTS:

1. 2026 Golden Mussel Funding Request

INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

August 20, 2026

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Dear Board of Supervisors

At its August 20, 2026 meeting the Inyo Fish and Wildlife Commission took action to request the Board of Supervisors authorize the following:

Moved by Commissioner Allsup and seconded by Commissioner Mueller to request the Board of Supervisors authorize a $3,000 contribution from the Inyo Fish and Game Fine Fund to Sierra Forever to support efforts to stop the golden mussel from invading the waters of the Eastern Sierra by authorizing the funds to purchase four tablets and two WFI devices to expedite data accumulation and transmission efficiencies, with any balance of the $3,000 remaining be used for additional equipment and supplies that qualify for this funding; Motion unanimously passed and adopted with Commissioners Allsup, Mueller and Brown voting yes and with Commissioners Ivey and Smith absent. Motion carried unanimously

Attached is a letter from Sierra Forever providing additional information for the Board's consideration, as well as the draft minutes of the meeting.

Sincerely,

Patricia Gunsolley

Patricia Gunsolley, Secretary

FISH AND WILDLIFE COMMISSION
MINUTES
8/20/2026

The Inyo County Fish and Wildlife Commission met in regular session, at 2:30 p.m., August 20, 2026, at the CADF&W Offices in Bishop, California.

Call to Order: Chairperson Doug Brown called the meeting to order and lead the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Warren Allsup, and Gaye Mueller. Commissioners Steve Ivey, Jarod Smith and alternate Nick Lara were absent.

Public Comment: The Chairperson announced the public comment period. Mike Claspill, Warden introduced himself to the Commission, explaining that he is the new warden for the Mammoth Lakes area.

Financial Report: The secretary reported on the Fish and Game Budget and the Fine Fund noting the fine fund balance has been confirmed by the County as $12,378.

Action Item - Minute Approval: Moved by Commissioner Mueller and seconded by Commissioner Allsup to approve the minutes of July 16, 2026, meeting. Motion carried unanimously with Commissioners Mueller, Allsup, and Brown voting yes and with Commissioner Ivey, Smith and Alternate Lara absent.

Action Item – With regard to regularly scheduled item to discuss the impacts of the mountain lion on the local mule deer and Sierra Nevada Big Horn sheep populations the Chairperson reviewed the steps taken at last months meeting to request the Board of Supervisors authorize the Commission to request the California Department of Fish and Wildlife terminate the Department's "three strikes rule" before taking lethal action to remove a dangerous mountain lion. The Secretary explained that she did not bring copies of letter, which was submitted to the County for consideration, and that she would send copies to the Board members as soon as possible.

Action Item – Mr. Jeff Gabriel of Sierra Forever, addressed the Board to provide further information and additional justification for funding from the Inyo County Fish and Game Fine Fund, to assist with efforts to protect the Eastern Sierra from an invasion of the golden mussel. Mr. Gabriel clarified that the amount being requested is $5,000 (not $6,000 noted in the letter) to help provide equipment and supplies for the inspection stations. The Commission and Mr. Gabriel talked about the amounts of funding and assistance being provided by other agencies, such as the Town of Mammoth Lakes, the County of Mono, DWP, U.S. Forest services, BLM, etc. It was noted that the only local group that is not participating in the efforts is SCE. The Commission reviewed the exposure each jurisdiction has and the monetary resources each has in comparison to Inyo County. Mr. Gabriel explained that the funds would be used to provide equipment and supplies needed to operate the inspection stations effectively, improve data collection and support public education and compliance. The discussion included confirmation that Sierra Forever is the entity that is providing the staffing and support for the inspection stations, hours of operation for the stations, that Inyo County is providing inspections at Diaz Lake, and how effective the stations have been in locating and eliminating the mussel before it reaches local waters. After a lengthy discussion regarding the golden mussel invasion and the impact it will have on local economies and resources, the following motion was adopted.

Moved by Commissioner Allsup and seconded by Commissioner Mueller to request the Board of Supervisors authorize a $3,000 contribution from the Inyo Fish and Game Fine Fund to Sierra Forever to support efforts to stop the golden mussel from invading the waters of the Eastern Sierra by authorizing the funds to purchase four tablets and two WFI devices to expedite data accumulation and transmission efficiencies, with any balance of the $3,000 remaining be used for additional equipment and supplies that qualify for this funding; Motion unanimously passed and adopted with Commissioners Allsup, Mueller and Brown voting yes and with Commissioners Ivey and Smith absent. Motion carried unanimously

State and Federal Agencies Reports: Warden Mike Claspill updated the Commission on local law enforcement efforts. The discussion included local archery deer hunt results, deer hunters scouting activities, fire impacts to the Black Rock and Fish Springs hatcheries, an on-going investigation, and animal crossings update.

Commission Reports: Commissioner Gaye Mueller updated the Commission on her activities concerning Kid's Fishing events.

Next meeting: The Chairperson confirmed September 17, 2026, 2026, as the date of the next Fish and Wildlife Commission meeting.

Adjournment: The Chairperson adjourned the meeting at 3:35 p.m.

SIERRA FOREVER

August20,2026

Dear Members of the Inyo County Fish and Wildlife Commission,

On behalf of Sierra Forever and the Eastern Sierra Golden Mussel Collective, I am writing to respectfully request $6,000 from the Inyo County Fish and Game Fine Fund to support equipment, technology, signage, and outreach supplies for the region's Watercraft Inspection and Decontamination (WID) program.

Golden mussels and other aquatic invasive species pose a direct threat to the Eastern Sierra's fisheries, including stocked and wild fish populations that are central to the region's recreational fishing opportunities. Golden mussels can consume large quantities of plankton that fish depend on, alter aquatic food webs, and form dense colonies that damage aquatic ecosystems and infrastructure. Once established, they are extremely difficult, if not impossible, to remove.

Investing in prevention now will be far less costly than responding to an established infestation. Communities facing established infestations can incur substantial ongoing costs for monitoring, maintenance, infrastructure impacts, and management. Protecting the Eastern Sierra's fisheries now also protects the significant investments made in fish stocking, habitat management, and recreational fishing opportunities.

In response to this threat, Mono and Inyo Counties have adopted ordinances requiring inspections of trailered watercraft before launching in local waters. WID stations are now operating as a critical first line of defense against the introduction and spread of invasive mussels.

Sierra Forever is managing the WID program and seasonal staff. The requested funding would provide equipment and supplies needed to operate the stations effectively, improve inspection data collection, and support public education and compliance.

Specifically, the requested funds would be used for:

- **Four tablets** to allow WID staff to complete electronic inspection forms in the field, improving data collection and eliminating the need to manually enter information from paper forms.

190 E Yaney St Bishop, CA 9351-4 j (760) 872-1220 j www.sierraforever.org

- **Wi-Fi equipment for the Bridgeport WID station,** allowing staff to reliably access and submit electronic inspection records.
- **A-frame signage and other station supplies** to direct boaters to inspection stations and communicate program requirements.
- **Safety and operational equipment,** including safety vests, a portable heater, protective gear, and other basic station supplies.
- **Eastern Sierra Mussel Stickers,** which will be provided to inspect watercraft and serve as both a program requirement and an important visual reminder and outreach tool.

The requested $5,000 will directly support the effectiveness of the WID program. Electronic data collection will allow the program to better track inspections and identify trends and risks, while signage and stickers will help educate boaters and reinforce the importance of preventing invasive species from entering Eastern Sierra waters.

The program represents a regional effort involving Mono and Inyo Counties, LADWP, CDFW, the U.S. Forest Service, local communities, nonprofit organizations, and other partners. Additional funding has been pursued through agency contributions and grants to support staffing, decontamination equipment, signage, and outreach.

This is an extremely serious and time-sensitive threat to the Eastern Sierra's fish and aquatic resources. Every investment we can make in prevention now will help protect those resources and avoid substantially greater ecological and economic costs in the future.

We greatly appreciate the Commission's consideration of this request and any support you can provide.

Sincerely,

Jeff riel
Executive Director

On behalf of the Eastern Sierra Golden Mussel Collective

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-544

Updates to Administrative Procedure and Policy Manual for the Automated External Defibrillator (AED) Program

County Administrator - Risk Management

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Aaron Holmberg, Risk Manager	Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Acknowledge and approve the update to the County's policy and procedures for the Automated External Defibrillator (AED) program.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Automated External Defibrillator (AED) Policy and Procedures is an update to Board Orders of 11/10/2020 and 9/26/2023. The document describes where AEDs have been placed in the absence of a legal requirement to do so, as a matter of public policy. The policy and procedures describe readiness and ensuring capability by explaining device placement, responsibilities, and procedures unique to these valuable and potentially life-saving devices. The policy allows for the presence of these life-saving devices in the workplace, but it does not impose a duty on any employee or agent of the County to use or take any action. There were 17 devices in 2020, 22 in 2023, and there are now 27.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	500902
Budgeted?	Yes	**Object Code**	5199
Recurrence	One-Time Expenditure / Ongoing Expenditure	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
$2,800 for 22 pediatric pad replacements in March 2027
Future Fiscal Year Impacts
General maintenance costs associated with AEDs for our current 27 devices. 27/28–April 2028, 27 battery packs, $2,800. 29/30–April 2030, 17 device replacements and 10 adult pad replacements, $40,000. 30/31–March 2031: 27 pediatric pad replacements and 27 battery packs, $8,000. 32/32-March 2032, 10 device replacements, $30,000.

Risk maintains the equipment.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to modify or deny approval of this update to the policies and procedures for County AEDs. Denial is not advised as the updates include simplified language and updated locations for all County AEDs as reported to EMS.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Improved County Facilities
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Aaron Holmberg	Created/Initiated - 07/06/2026
Darcy Israel	Approved - 07/07/2026
Aaron Holmberg	Approved - 07/07/2026
Amy Shepherd	Approved - 07/07/2026
Keri Oney	Approved - 07/16/2026
John Vallejo	Approved - 08/31/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

1. AED Policy - Updated

TITLE: AUTOMATED EXTERNAL DEFIBRILLATOR (AED) POLICY AND PROCEDURES

This procedure and policy manual was first enacted by the authority of the County of Inyo Board of Supervisors on 11/10/2020. It was last updated on 9/26/2023. State laws applicable to this policy include, but are not limited to, Civil Code 1714.21, and Health and Safety Code 1797.196.

PURPOSE

This manual describes the policy and procedures for the placement, use, training, and maintenance of AEDs as provided by the County of Inyo. The County encourages all County employees to become familiar with the policy and procedures. Contact Risk Management with questions.

POLICY

It is the intent of the County of Inyo to provide AEDs that are readily available in the event an individual experiences sudden cardiac arrest in a County-operated facility and to ensure compliance with subdivision (b) of Health and Safety Code section 1797.196. This policy does not impose a duty on any employee or agent of the County to use an AED or to take any other action in response to an emergency situation, nor does it prevent any employee or agent of the County or any member of the public from using an AED in an emergency situation. Annual AED demonstrations are available to employees and long-term tenants. New employees and long-term tenants are advised of locations of AEDs during orientation.

DEFINITIONS

- Automated External Defibrillator (AED): A device capable of cardiac rhythm analysis that will charge and deliver a shock by user interaction after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia.
- Cardiopulmonary Resuscitation (CPR): A means of establishing and maintaining adequate respiration and circulation. This is done by ensuring that the patient has an open airway, by administering rescue breathing, and by maintaining the victim's circulation by means of closed chest cardiac compressions.
- Defibrillation: A method of using an AED to reestablish normal contraction rhythms in a heart that is not beating properly.
- Emergency Medical Services (EMS): Refers to medical professionals who respond to 911 calls and treat and transport people in crisis health situations.
- Sudden Cardiac Arrest (SCA): Sudden cardiac arrest is the abrupt loss of heart function, breathing and consciousness. The condition usually results from an electrical disturbance in the heart that disrupts the pumping action, stopping blood flow to the body. If not treated immediately, sudden cardiac arrest can lead to death.

USE OF THE AED

The AED is to be applied to a victim who is not responding, not breathing, or not breathing normally and has no signs of circulation, such as normal breathing, coughing or movement. Speed of response is the key to survival following sudden cardiac arrest (SCA). When responding to a victim who may be in SCA and in need of assistance, a primary objective is to ensure that EMS medical personnel are on the way as soon as possible. Ensuring that EMS personnel are on the way does not prevent any person from using an AED and/or administering CPR. A demonstration of how to use an AED properly in an emergency is available annually to personnel stationed in buildings where AEDs are located. Such demonstrations are informative and do not constitute CPR/AED training. Employees who wish to complete a CPR/AED course voluntarily should speak with their supervisor.

RISK MANAGEMENT RESPONSIBILITIES

Risk Management maintains the AEDs and related supplies deployed by Risk Management, subject to funding, by doing the following:

- Ensuring that designated employees complete monthly checks.
- Offering annual demonstrations to employees and building tenants where AEDs are located.
- Completing an annual physical inspection of all units.
- Tracking supplies, equipment, and signage.
- Posting signage to assist with locating and using County AEDs.
- Notifying the appropriate EMS agency when an AED is used on a person.
- Registering AEDs upon deployment with the appropriate EMS agency.
- Replacing batteries every 3 years.
- Replacing pads by their expiration dates (every 5 years)
- Replacing AED units by their expiration dates (approximately every 10 years)
- Removing any noncompliant AED or related materials from service.

STEPS TO AED MONTHLY CHECK

Risk Management helps ensure functionality of AEDs by designating trained employees to perform monthly checks. Risk Management provides the training. Only trained and designated employees may perform the procedure. The procedure takes about 3 minutes.

1. Use key to disengage the alarm. Cabinet does not lock.
2. Verify that the instructions are easy to find and near, on, or inside the cabinet.
3. Check around the cabinet and device for visible signs of tampering, wear, damage, or cracks. Listen for chirping which may indicate an expired battery. Only AED stuff and opioid reversal medication, where indicated by the opioid reversal medication policy and procedures, should be in or on AED cabinets.
4. Check the date on the pads. Expiration is displayed on seal over opening of device and on package of child pads, if any.

5. Check for green X or checkmark in status window. If a Red X is displayed, call Risk.
6. Hold down On/Off button for 5 seconds until you hear a faint click sound. If you don't hold it down long enough, the device will start the lifesaving operation, and you will have to hold down the power button to turn it off again. A red X or checkmark will appear while device runs a silent 15-second test. When done, device should say "Unit Ok." If test fails, call Risk.
7. Record the monthly check with initials and date on the inspection card inside the unit.
8. Close cabinet and use the key to reengage the alarm. Report results of the monthly check to Risk Management. Risk maintains the official electronic record of monthly checks.

PLACEMENTS, AS OF JULY 2026

Location	Date Installed
QCOB - Top of South Stairwell	12/21/2020
QCOB - Public Health Clinic	3/20/2023
QCOB - Bottom of North stairwell	7/28/2025
Bishop Library - middle stacks	12/21/2020
Bishop Senior Center - hall	12/22/2020
Progress House - dinner table	12/21/2020
Bishop Airport - Terminal	12/22/2020
Bishop Posse Hut - Cabinet	5/24/2024
Bishop Posse Hut - Mobile	5/24/2024
Big Pine Town Hall - hall	12/26/2020
Animal Shelter - lobby	8/11/2023
Courthouse - by Tax Collector	12/21/2020
Courthouse Annex - by Public Works office	12/21/2020
Administration Building (Indy) - by restrooms	12/21/2020
Independence Legion Hall - hall	12/22/2020
Water Department - conference room	12/20/2020
Mazourka Shop - break room	12/22/2020
Juvenile Hall - by office	12/21/2020
Jail - Booking	1/10/2023
Jail - Tower	3/21/2023
Jail - Admin/Dispatch	3/21/2023
EC Museum - by office	12/21/2020
Statham Hall - hall	12/26/2020
Lone Pine COB - by staff restroom	12/26/2020
Lone Pine Library - by front door	8/11/2025
Lone Pine Airport - office	4/24/2026
Tecopa Community Center - hall	9/24/2020

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-604

Agreement with California Department of Housing and Community Development for Homeless Housing, Assistance, and Prevention Program Round 6 Funding

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Melissa Witting, Assistant to the HHS Director	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve agreement number 25-HHAP-10018 between the County of Inyo and the California Department of Housing and Community Development (HCD) for the provision of Homeless Housing, Assistance, and Prevention Program Round 6 (HHAP 6) in an amount not to exceed $250,138.19 for the period commencing upon HCD approval of agreement through June 30, 2030, contingent upon approval of future budgets, and authorize the Chairperson to sign the standard agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Homeless Housing, Assistance, and Prevention Program (HHAP) was established in the FY 2019-2020 State budget as a one-time block grant. HHAP was designed to provide jurisdictions with one-time grant funding to support regional coordination, as well as to expand and/or develop regional capacity to address homelessness challenges. There are now six rounds of HHAP funding available to local jurisdictions through an application and allocation award process. The intent of HHAP 6 is to reflect the state's priorities to prevent and expeditiously reduce unsheltered homelessness through homelessness prevention activities, sustaining existing Interim Housing Solutions, and Permanent Housing Solutions, including long-term sustainability of affordable permanent supportive housing. To accomplish this, HHAP 6 requires regional applicants to create and implement Regionally Coordinated Homelessness Action Plans.

This funding is only available to Continuums of Care. Inyo County is part of the Eastern Sierra Continuum of Care (ESCoC), CA-530, which includes Inyo, Mono, and Alpine counties. The ESCoC is a coalition of service providers, county agencies, and stakeholders who work towards identifying solutions to homelessness on a local and regional level.

Inyo County Health and Human Services agreed to take the role of Collaborative Applicant for the ESCoC and become the lead agency for the Homeless Management Information System (HMIS) in May 2022. This designation allowed the department to apply for the sixth round of HHAP funding on behalf of the ESCoC, as well as pooling the county allocations available to Inyo and Mono counties into the application, bringing the total grant request to $250,138.19, maximizing the funding available to serve all three counties in the region.

Funds from the HHAP Round 6 grant will be used to support ESCoC administration, rapid rehousing/rental subsidies, motel/hotel vouchers for emergency shelter, and homelessness prevention and diversion.

FISCAL IMPACT:

Funding Source	Non-General Fund/Federal monies passed through the State	**Budget Unit**	055900
Budgeted?	No	**Object Code**	4498
Recurrence	Multi-year allocation	**Sole Source?**	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact
HHS has two other rounds of these monies remaining to expend during this fiscal year.
Future Fiscal Year Impacts
There is $250,138.19 funding available through June 30, 2030.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to accept HHAP 6 funding. This is not recommended, however, as doing so would result in the funds not being available to the Continuum of Care (CoC) service area of Inyo, Mono, and Alpine counties for identified housing projects and related services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Eastern Sierra Continuum of Care, Alpine County, Mono County, Eastern Sierra Community Housing

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community-Supporting Infrastructure Improvements
Thriving Communities I Highest and Best Use of Property
Thriving Communities I Improve Housing Opportunities
Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Witting	Created/Initiated - 07/31/2026
Darcy Israel	Approved - 08/03/2026
Anna Scott	Approved - 08/04/2026
Lyndsey Garrett	Approved - 08/11/2026
Melissa Best-Baker	Approved - 08/11/2026
Amy Shepherd	Approved - 08/11/2026
Keri Oney	Approved - 08/14/2026
John Vallejo	Approved - 08/14/2026
David Fraser	Final Approval - 08/17/2026

ATTACHMENTS:

1. Agreement

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-HHAP-10018	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME

County of Inyo

The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

June 30, 2030

2. The maximum amount of this Agreement is:

$250,138.19 (Two Hundred Fifty Thousand One Hundred Thirty Eight Dollars and Nineteen Cents)

3. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Authority, Purpose, and Scope of Work	14
	Exhibit B	Budget Detail and Disbursement Provisions	5
	Exhibit C *	State of California General Terms and Conditions	GTC 02/2025
+ -	Exhibit D	HHAP General Terms and Conditions	11
+ -	Exhibit E	Special Terms and Conditions	3
+ -		TOTAL NUMBER OF PAGES ATTACHED	33

Items shown with an asterisk(*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box H	Independence	CA	93526

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-HHAP-10018	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street, Suite 400	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
	Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo, dated 06/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

This Standard Agreement ("Agreement") is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 6 ("HHAP 6" or "Program") funds.

A. The State of California established HHAP 6 pursuant to the provisions in Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50239) of Part 1 of Division 31 of the HSC. (Amended by Stats. 2024, Ch. 48, Sec. 13 (Assembly Bill (AB) 166) effective July 02, 2024.)

B. The Program is administered by the California Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency ("Agency") which will be known as the California Housing and Homeless Agency as of July 01, 2026 "Agency" provides flexible block grant funds to Continuums of Care, Large Cities (population of 300,000+) and counties to build on the regional coordination created through previous HCD grant funding and support local jurisdictions to prevent and expeditiously reduce unsheltered homelessness.

C. This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by HCD and a continuum of care, a Large City, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) dated February 24, 2025, under which the Grantee applied, HCD guidance and directives, and the requirements appearing in the statutory authority for the Program cited above.

2. Purpose

The intent of HHAP 6 is to reflect the state's priorities to prevent and expeditiously reduce unsheltered homelessness through homelessness prevention activities, sustaining existing Interim Housing Solutions, and Permanent Housing Solutions, including long-term sustainability of affordable permanent supportive housing (HSC section 50243(a)). To accomplish this, HHAP 6 requires regional applicants to create and implement Regionally Coordinated Homelessness Action Plans (HSC section 50240).

The Department also expects Grantees to:

EXHIBIT A

A. Foster robust regional collaboration and strategic partnerships aimed at fortifying the homeless services and housing delivery system. This should be achieved through the formulation of data-driven and cross-system plans designed to allocate resources in alignment with the state's priorities for housing solutions for people experiencing homelessness. This means implementing strategies that create and sustain regional partnerships and emphasize Permanent Housing Solutions.

B. Ensure all cities and counties in the region are addressing existing unsheltered homelessness, including encampments, and preventing future homelessness by planning for future housing needs and following all state housing laws and the California Interagency Council on Homelessness (Cal ICH) Guidance on Addressing Encampments. Jurisdictions must adopt compliant housing elements and implement their respective housing element programs, resolve and avoid state housing law violations, and implement practices to utilize surplus land for the production of affordable housing.

C. Ensure the long-term sustainability of housing and supportive services by strategically pairing HHAP 6 funds with other local, state, and federal resources to effectively reduce and ultimately end homelessness.

D. Demonstrate sufficient resources dedicated to Interim Housing and long-term Permanent Housing Solutions, including capital and operating costs.

E. Demonstrate a commitment to address racial disproportionality in homeless populations and achieve equitable provision of services and outcomes for Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.

F. Establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

G. Fund projects that provide housing and services that are Housing First compliant, per HSC section 50241(f), which references Welfare and Institutions Code 8255 and 8256, and delivered in a low barrier, trauma informed, and culturally responsive manner. Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving interim or permanent housing, or other services for which these funds are used. Housing First should be adopted within the entire local homelessness response system, including outreach and interim housing, short-

EXHIBIT A

term interventions like Rapid Rehousing, and longer-term interventions like supportive housing.

H. Prioritize the use of HHAP funds to assist people to remain in or move into safe, stable, permanent housing. HHAP funding should be housing-focused – either funding permanent housing interventions directly or, if used for interim housing or street outreach, have clear pathways to connect people to permanent housing options.

3. Definitions

The following HHAP 6 program terms are defined in accordance with HSC section 50230, subdivisions (a) - (x):

A. "Agency" means the Business, Consumer Services and Housing Agency which will be known as the California Housing and Homelessness Agency as of July 01, 2026.

B. "Applicant" means a continuum of care, city, county, or a region for purposes of the HHAP Round 6 Regionally Coordinated Homelessness Action Plan.

C. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

D. "Continuum of Care (CoC)" means the same as defined by the U.S. Department of Housing and Urban Development in Section 578.3 of Title 24 of the Code of Federal Regulations.

E. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

F. "Regionally Coordinated Homelessness Action Plan" means the regionally coordinated homelessness action plan described in Section 50240.

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G. Unless context requires otherwise, “council,” with respect to the administration of HHAP Round 6, means department.

H. “Department” means the Department of Housing and Community Development (HCD).

I. “Emergency shelter” has the same meaning as defined in subdivision (e) of Section 50801.

J. “Grantee” means an eligible applicant that has been awarded its initial Round 6 base allocation or total Round 6 base allocation.

K. “Homeless” has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

L. “Homeless Management Information System (HMIS)” means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term “Homeless Management Information System” also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

M. “Homeless point-in-time count” means the most recently available point-in-time count data as reflected in the Annual Homeless Assessment Report released by the U.S. Department of Housing and Urban Development.

N. “Homeless youth” means an unaccompanied youth between 12 and 24 years of age who is experiencing homelessness, as defined in Section 725(2) of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

O. “Housing First” has the same meaning as in Section 8255 and 8256 of the Welfare and Institutions Code, including all of the core components listed therein.

P. “Jurisdiction” means a city, county, continuum of care, or tribe.

Q. “Memorandum of understanding” has the same meaning as defined in subdivision (f) of Section 50240(f).

R. “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into Permanent Housing

EXHIBIT A

that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

S. "Program": Unless context requires otherwise, "Program" means Round 6 of the Homeless Housing, Assistance, and Prevention program, or round 6.

T. 1) "Base program allocation" means the portion of program funds available as defined in Section 50241(a)(1) to expand or develop local capacity to address immediate homelessness challenges pursuant to the allowable uses specified in Section 50243.

2) "Homekey supplemental allocation" means the portion of program funds available to eligible jurisdictions as supplementary Homekey resources, as defined in Section 50234(a)(3) and 50241(a)(2) and administered under the Homekey+ Program.

U. "Recipient" means a jurisdiction that receives funds pursuant to Chapter 6.5 of Part 1 of Division 31 of the Health and Safety Code for the purposes of the program.

V. "Region" means the geographic area served by a county, including all cities and continuums of care within it, as defined in HSC 50230(v). A region that has a continuum of care that serves multiple counties may submit a plan that covers multiple counties and the cities within them, or the continuum of care may participate in the regionally coordinated homelessness action plan of each individual county that is part of the continuum of care along with the cities within the county.

1) All continuums of care within the County of Los Angeles shall be considered part of a single region, along with the county and big cities within the county.

W. "Small jurisdiction" means a city that is under 300,000 in population as of January 1, 2022, according to data published on the internet website of the Department of Finance.

X. "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code that is located in California.

Additional Definitions for the purposes of this Agreement:

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Y. "Administrative Entity" means the entity that will enter into contract with HCD to receive HHAP 6 funds directly for its own allocation (and the allocation(s) of other Eligible Applicants in the region when designated). The Administrative Entity is responsible for HHAP 6 funds and meeting the terms and conditions of the Agreement. Broadly speaking, this means administering funds, contracting (when necessary) with sub-recipients, and reporting on HHAP 6 dollars and activities to HCD.

Z. "Eligible Applicant" means a city, or a city that is also a county, that has a population of 300,000 or more, as of January 1, 2022; a county; or a continuum of care.

AA. "Expended" means the amount of HHAP 6 funding which the Grantee has obligated under contract or subcontract that has been fully paid and no invoices remain outstanding.

BB. "New Interim Housing" means eligible uses as defined in HSC 50243 (e)(3)(A),(F),(G), and (J). New Interim Housing that meets the Youth Set Aside does not trigger the requirement to document the Sustainability of the Region's Permanent Housing Portfolio pursuant to HSC section 50243(d).

CC. "Large City" means a city, or a city that is also a county, that has a population of 300,000 or more, as of January 1, 2022.

DD. "Obligated" means the amount of HHAP 6 funding for which the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP 6 funding. HHAP 6 Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A, Section 6, Effective Date, Term of Agreement, and Deadlines.

4. <u>Scope of Work</u>

A. The Scope of Work ("Work") for this Agreement shall include uses that are consistent with HSC section 50241, subdivision (a)(1), section 50243, and any other applicable laws, and as committed to in the Grantee's latest approved HHAP 6 funding plan.

B. The HHAP 6 NOFA Section IV, Application Submission, Review, and Award Process requires that before proposing to use HHAP 6 resources to fund New Interim Housing solutions, defined as eligible uses HSC 50243(e)(3)(A), (F), (G), and (J), other than New Interim Housing that meets the Youth Set Aside requirement, or Non-housing solutions defined as eligible uses HSC 50243(e)(4),

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the applicant first demonstrates that the region has dedicated sufficient resources from other sources to long-term permanent affordable housing solutions, including capital and operating costs.

C. Allowable uses of HHAP 6 base program allocation funds include all of the following, per HSC 50243(e) and the HHAP 6 NOFA Section III, Eligible Uses:

1) Permanent Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites; per HSC 50253(e)(1).

(a) Rapid Rehousing/ Rental Subsidies, per HSC 50243(e)(1)(A)-(C), and HSC 50243(e)(2)(A). Examples include, but are not limited to:

(i) Rental subsidies, including rental subsidies in rapid rehousing programs or longer-term rental subsidy programs.

(ii) Community Assistance, Recovery, and Empowerment (CARE) Act petitioning activities and support for placement and related services for individuals (respondents) in the CARE Act process.

(iii) Landlord incentives, such as security deposits, holding fees, funding for needed repairs, and landlord relationship management costs.

(iv) Move-in expenses.

(b) Operating Subsidies – Permanent Housing, per HSC 50243(e)(1)(D):

(i) Operating Subsidies in new and existing affordable or supportive housing units serving people experiencing or at risk of experiencing homelessness, and new or existing residential care facilities.

(ii) Operating Subsidies may include capitalized operating reserves (funds held in reserve to multiple years of operating support, or cover large, unexpected operating expenses).

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(c) Permanent Housing Services and Services Coordination, per HSC 50243(e)(1)(E) and (G) to include, but not limited to:

Supportive services for people in Permanent Housing, so long as the services are trauma-informed and practice harm reduction, to include, but not limited to: Intensive case management services; assertive community treatment services; critical time intervention services; other tenancy support services; evidence-based employment services; coordinating mental health, substance use, and primary care treatment; or other evidence-based supportive services to increase housing retention; and services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in permanent supportive housing.

(d) Capital for Permanent Housing, per HSC 50243(e)(1)(F):

Capital for Permanent Housing that serves people experiencing homelessness, including conversion of underutilized buildings or existing interim or transitional housing into Permanent Housing.

2) Homelessness Prevention Activities that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing unsheltered homelessness coming from encampment sites.

Prevention and Diversion, per HSC 50243(e)(2)(A and B). Examples include, but are not limited to:

(a) In addition to the Rapid Rehousing and Rental Assistance being eligible as described above, other homelessness prevention programs are eligible, as long as they prioritize households with incomes at or below 30 percent (30%) of the area median income (AMI).

(b) Problem solving and diversion support programs that prevent people at risk of or recently experiencing homelessness from entering unsheltered or sheltered homelessness.

3) Interim Housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.

EXHIBIT A

(a) Navigation Centers, per HSC 50243(e)(3)(A):

Navigation Centers or other emergency shelters that are low barrier as defined in Sections 65660 and 65662 of the Government Code.

(b) Motel/Hotel Vouchers, per HSC 50243(e)(3)(D):

Vouchers for motels and hotels used as interim shelter for people experiencing homelessness, until they can be connected to Permanent Housing resources.

(c) Operating Expenses – Interim Housing, per HSC 50243(e)(3)(B) and (C):

(i) Operating expenses in existing congregate shelter sites.

(ii) Operating expenses in new or existing noncongregate shelter sites and transitional housing for youth.

(iii) Operating expenses may include capitalized operating reserves (funds held in reserve upfront to cover multiple years of operations, or large, unexpected operating expenses).

(d) Interim Housing Services and Services Coordination, per HSC 50243(e)(3)(E) and (H):

Services provided to people in Interim Housing, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to: intensive case management services; housing navigation; connecting people to substance use or mental health treatment; public benefits advocacy, youth-focused services in transitional housing; and other supportive services to promote stability and referral into Permanent Housing.

(e) Capital for New Interim Housing, per HSC 50243(e)(3)(F), (G), and (J):

(i) Capital funding to build new noncongregate shelter sites and transitional housing sites for homeless youth, including for

EXHIBIT A

construction, rehabilitation, and capital improvements to convert existing congregate sites into noncongregate sites.

(ii) Capital funding for clinically enhanced congregate or non-congregate shelter sites.

(f) Improvements to Existing Interim Housing, per HSC 50243(e)(3)(I):

Renovation of existing Interim Housing to improve the quality of life for people experiencing homelessness who are residing in the Interim Housing. Examples include, but are not limited to: maintenance of an interim housing facility; minor/major rehabilitation or renovation of an interim housing facility and minor/major conversion, additions, updates, and/or enhancements that lower barriers and/or increase privacy.

4) Non-housing Solutions that can prevent or serve those experiencing unsheltered homelessness, including, but not limited to, persons experiencing homelessness coming from encampment sites.

(a) Services and Services Coordination for People Experiencing Unsheltered Homelessness, per HSC 50243(e)(4):

Non-housing services for people experiencing unsheltered homelessness, so long as the services are trauma-informed and practice harm reduction, to include, but are not limited to: street outreach; evidence-based engagement services; intensive case management services; assertive community treatment; housing navigation; harm reduction services; coordination with street-based health care services; hygiene services for people living in encampments and unsheltered individuals; services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability; Costs that support people with lived experience of homelessness to participate in and/or provide input for regional and system planning (e.g. lived experience advisory boards, youth advisory boards, etc.).

D. In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP 6 Base Allocation shall also comply with the following:

EXHIBIT A

1) At least 10 percent of each HHAP 6 allocation must be spent on services for homeless youth (HSC 50241(e)), and there are no prohibitions on spending a greater percentage on the Youth Set Aside.

2) Up to one percent (1%) of each HHAP 6 allocation may be spent to cover expenses associated with the administration of the Homeless Management Information System (HMIS). This funding shall be transferred directly to the HMIS lead entity and is intended to support the functioning, maintenance, and operation of the local HMIS. Examples include, but are not limited to, system licenses; training, system operating costs; and costs associated with carrying out related activities.

   HMIS costs may also be supported through Administrative Costs (Grantees may use up to 7% of allocations toward Administrative Costs) and under program costs (in categories 1-4) when the activities directly support implementing the housing and non-housing activities funded by the program allocation.

3) Not more than seven percent (7%) of funds may be used for administrative costs incurred by the City, county, or continuum of care to administer its program allocation. Examples include but are not limited to regional coordination; HHAP 6 regional planning and application process; HMIS training, licenses, and/or operating costs; reporting and grant administration.

   (a) For purposes of this Agreement, “administrative costs” does not include staff or other costs directly related to implementing activities funded by the program allocation.

E. The Grantee shall perform the work only in the areas as identified, and in accordance with guidance from HCD.

5. <u>Contract Coordinator</u>

The Department’s Contract Coordinator for this Agreement is HCD’s Policy and Program Support Branch Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

The Representatives during the term of this Agreement will be:

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	PROGRAM	GRANTEE
ENTITY:	California Department of Housing & Community Development	County of Inyo
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	PO Box H, Independence, CA 93526
CONTRACT COORDINATOR	Nichole Zaragoza-Smith	Anna Scott
PHONE NUMBER:	(916) 820-1804	(760) 872-3183
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov; Nichole.Zaragoza-Smith@hcd.ca.gov	ascott@inyocounty.us

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at HPDHomelessnessGrants@hcd.ca.gov. HCD reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page two, Standard Agreement, STD 213), and when signed by all parties. Funds will be disbursed in accordance with Exhibit B, Section 4, Disbursement of Funds.

B. On or before January 31, 2027, a Grantee shall meet the requirements to satisfy the update on their Round 6 Regionally Coordinated Homelessness Action Plan activities pursuant to HSC section 50242(h), as set forth in Exhibit B, Section 4.B, Disbursement of Funds, Remainder Disbursement.

1) If the Department concludes that the Grantees in the region made insufficient progress on key actions or failed to adequately improve on at least one-half of the region's California System Performance Measures

EXHIBIT A

(CA SPMs), based on the most recent CA SPM data available, the Department may require the participating jurisdictions to provide a corrective action plan to the update to the Regionally Coordinated Homelessness Action Plan and/or funding plans to address these findings. Participating jurisdictions shall accomplish these changes or submit a corrective action plan, as applicable, within 30 calendar days of being notified by the Department.

2) The Department may withhold the remaining fifty percent (50%) of funds from a Grantee until the Department has found the update to the HHAP 6 Regionally Coordinated Homelessness Action Plan or the corrective action plan satisfactory. The Department shall provide technical assistance and support regions' efforts to comply with the requirements.

C. All Grantees must submit confirmation that no less than seventy-five percent (75%) of their initial Round 6 program allocation have been contractually obligated and that no less than fifty percent (50%) of initial Round 6 program allocations have been expended by June 30, 2027. This is also one of the requirements for Grantees to receive the remaining fifty percent (50%) of their total HHAP 6 allocation.

1) The Grantee will demonstrate compliance with these obligation and expenditure requirements through monthly fiscal reports and by completing a certification documentation in the form and manner provided by HCD.

D. Pursuant to HSC 50242(i)(3), a recipient shall return to HCD any initial disbursement funds that have not been expended to be allocated as supplemental awards by the department in accordance with HSC section 50244.

E. All HHAP 6 funds must be expended by June 30, 2029.

F. Any funds not expended by June 30, 2029, shall revert to, and be paid and deposited in, the General Fund pursuant to HSC section 50242 subdivision (m).

G. This Agreement shall terminate on June 30, 2030.

H. The Department may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

7. <u>Capacity and Authority to Contract</u>

EXHIBIT A

A. By signing this Agreement, the Grantee is certifying that it has the capacity and authority to fulfill the obligations enumerated in this Agreement. The Grantee further represents that it is authorized to execute this Agreement.

B. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on their own behalf, represents that they are authorized to execute this Agreement on behalf of said entity.

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. Payee

Name: County of Inyo

Amount: $250,138.19

2. Budget Detail & Changes

A. The Grantee agrees that HHAP 6 funds shall be expended on uses that support regional coordination to expand or develop housing solutions and local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness, including people experiencing unsheltered homelessness coming from encampment sites, into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

B. The Grantee shall expend the HHAP 6 funds on eligible activities as detailed in HSC 50243 and as described in the Grantee's latest approved HHAP 6 funding plan.

C. Any changes to the Grantee's budget must be approved in writing by HCD prior to incurring expenses.

3. General Conditions Prior to Disbursement

A. All Grantees must submit the following forms prior to this HHAP 6 initial disbursement being released:

1) STD 213 Standard Agreement form and Exhibits A through E.

2) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

3) Authorized Signatories Form.

4. Disbursement of Funds

A. Initial Disbursement

EXHIBIT B

To receive the initial disbursement of HHAP 6, the region and its regional partners must have received a HHAP 6 award, the Administrative Entities must demonstrate they have met the obligation and expenditure requirements for HHAP rounds 1 through 4 as outlined in HSC section 50242(f), **and** be in good standing on reporting for HHAP rounds 1 through 5, including fiscal reporting and HMIS reporting in order to be eligible to receive their HHAP 6 initial disbursement.

1) The initial disbursement of the HHAP 6 allocation includes fifty percent (50%) of the HHAP 6 total allocation. These funds will be disbursed to the Grantee upon receipt, review, and approval by HCD of the forms identified in this Exhibit B, Section 3 General Conditions Prior to Disbursement.

2) The initial disbursement of HHAP 6 funds will be issued to the Grantee, identified on the Payee Data Record Form or Government Agency Taxpayer ID Form.

B. Remainder Disbursement

To receive the remaining fifty percent (50%) total allocation disbursement of HHAP 6, as outlined in HSC section 50242(h) and (i), a Grantee must: (1) demonstrate sufficient spenddown of the HHAP 6 initial disbursement; (2) have a compliant housing element; and (3) the update on their HHAP 6 Regionally Coordinated Homelessness Action Plan must demonstrate they are compliant with their program commitments.

Pursuant to HSC 50242(i)(3), if a Grantee does not meet requirements necessary to receive their remainder disbursement of HHAP 6 funds, on or before **December 31, 2028**, the Grantee will forfeit the remainder disbursement and must return any unspent funds from their initial disbursement to be re-allocated as supplemental awards by the Department.

Further details regarding the conditions for receipt of the HHAP 6 remainder disbursement and corrective action plans are provided below.

1) Demonstrate sufficient spenddown of the HHAP 6 initial disbursement:

Pursuant to HSC section 50242(i) Grantees must obligate at least seventy-five percent (75%) of the initial HHAP 6 disbursement and expend

EXHIBIT B

at least fifty percent (50%) of their initial HHAP 6 disbursement no later than **June 30, 2027**.

2) Have a compliant housing element:

   (a) Each Large City and county Grantee within each region must have a compliant housing element as defined in Government Code (GC) section 65589.9 prior to receiving their remainder disbursement. Having a "compliant housing element" means having adopted a housing element that has been found to be in substantial compliance with the requirements by HCD pursuant to GC section 65585. The housing element requirement does not apply to Continuums of care.

   (b) If a Large City or county Grantee does not have a compliant housing element, the Department shall hold the remainder disbursement until the recipient's housing element is found compliant (HSC 50242(i)(2)(C)) or until December 31, 2028 (HSC 50242(i)(3)), whichever comes first.

3) The update on their HHAP 6 Regionally Coordinated Homelessness Action Plan must demonstrate they are compliant with their program commitments:

   (a) To assess the midterm update on the HHAP 6 Regionally Coordinated Homelessness Action Plan, Annual Report Submissions and HMIS/Homeless Data Integration System (HDIS) reporting must demonstrate compliance with commitments and statutory requirements.

      (i) Annual Report: Grantee has submitted a complete annual report that includes updates on obligation and expenditure activities, and progress on their metrics and key actions committed to with their HHAP 6 funds.

      (ii) HMIS/HDIS Reporting: Grantee is properly reporting into HMIS/HDIS with no missing, inaccurate, or invalid data, and reporting indicates progress on their metrics and key actions committed to with their HHAP 6 funds. If there are HMIS/HDIS reporting issues, HCD may still approve a

EXHIBIT B

disbursement if the Grantee confirms it will address the issues in the next quarterly data submission.

(b) Updates on California System Performance Measures (SPMs) must demonstrate progress per HSC 50242(h) by satisfying one of the following conditions:

(i) The applicable CoC region has demonstrated progress in at least one half of the region's SPMs from CY 24 baseline to the latest CA SPM data OR

(ii) If the Grantee's CoC region did not demonstrate progress in at least one half of its CA SPMs, the Grantee may be required to accept technical assistance from HCD.

(c) Corrective Action Plan

Pursuant to HSC section 50242(h)(4), if HCD finds that a Grantee made insufficient progress on its HHAP 6 Regionally Coordinated Homelessness Action Plan commitments or has not met one of the other disbursement criteria, HCD may require the region to accept technical assistance related to supporting jurisdictions' efforts to comply with their HHAP 6 Regionally Coordinated Plan commitments, including efforts to improve their performance outcomes. Technical assistance will be dependent on findings related to the Grantee's progress but could include HCD advising the Grantee to limit the use of program funds. Committing to technical assistance and making other changes as requested by HCD will serve as a corrective action plan to address and resolve HCD findings.

(i) The Department may withhold the remainder disbursement from an administrative entity until the administrative entity meets the requirements set forth in the corrective action plan and HCD approves the update on the HHAP 6 Regionally Coordinated Homelessness Action Plan.

(ii) Upon agreement of the corrective action plan, HCD can disburse the remainder disbursement.

EXHIBIT B

(iii) The Department may ask for confirmation that a region has updated its memorandum of understanding to reflect a corrective action plan component.

5. Expenditure of Funds

All HHAP 6 funds must be spent consistent with the intent of the Program, the eligible uses identified in HSC section 50243, the requirements in Exhibit A Section 4, Scope of Work, and the Grantee's latest approved funding plan.

6. Ineligible Costs

A. The HHAP 6 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in HSC section 50243.

B. The Department reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP 6 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

C. An expenditure which is not authorized by this Agreement, or by written approval of the Contract Coordinator or his/her designee, or which cannot be adequately documented, shall be disallowed and must be immediately repaid to HCD by the Grantee. A Grantee shall be prohibited from applying for future HHAP 6 funds until they have repaid these funds to HCD.

D. The Department, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP 6 fund expenditures.

E. A program recipient shall not use funding from the program allocated under this section to supplant existing local funds for homelessness services under penalty of disallowance or reduction, or both, of future program funds, as determined by the department.

EXHIBIT D

HHAP GENERAL TERMS AND CONDITIONS

1. Termination and Sufficiency of Funds

A. Termination of Agreement

The Department may terminate this Agreement at any time for cause by giving a minimum of 14 calendar days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in Exhibit D, Section 6, Breach and Remedies; violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 calendar days of HCD's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

2. Transfers

The Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within this Exhibit D Section 12 Special Conditions – Grantees/Subgrantee) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

The Grantee has submitted to HCD an application for HHAP 6 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. The Department is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in

EXHIBIT D

that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP 6 Budget Modification Request Process and are subject to approval by HCD.

The Grantee warrants that all information, facts, assertions, and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. <u>Reporting/Audits</u>

A. Reporting Requirements

1) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223(a)(2), in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.

2) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide detailed description of activities through the prior calendar year, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.

3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223(e) no later than April 1, 2030, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

EXHIBIT D

4) HMIS/HDIS Reporting: Grantees and their subcontractors must report client data into their local HMIS pursuant to the requirements of AB 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide HDIS. As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide HDIS to fulfill Grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. The grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.

5) The Department may require additional supplemental reporting with written notice to the Grantee.

6) The Grantee may, at their discretion, fully expend their HHAP 6 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended. If changes arise with how funds were expended or categorized differently than originally stated, the Grantee is expected to submit an updated fiscal report within the time frame of the contract.

B. Auditing

The Department reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP 6 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

1) The audit shall be performed by an independent certified public accountant.

EXHIBIT D

2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.

3) The Grantee is responsible for the completion of audits and all costs of preparing audits.

4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90calendar days from the date of the audit finding report.

5. <u>Inspection and Retention of Records</u>

A. Record Inspection

The Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP laws, guidance, the HHAP 6 program guidance document published on the website, and this Agreement.

In accordance with HSC section 50242, if upon inspection of records HCD identifies noncompliance with grant requirements, HCD retains the right to impose a corrective action plan on the Grantee.

B. Record Retention

The Grantee further agrees to retain all records described in Section 5(A) (Record Inspection) for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention

EXHIBIT D

period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. Public Records Act

The Grantees' final HHAP 6 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. <u>Breach and Remedies</u>

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1) The Grantee's failure to comply with the terms or conditions of this Agreement.

2) Use of, or permitting the use of, HHAP 6 funds provided under this Agreement for any ineligible activities.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

1) Bar the Grantee from applying for future HHAP funds.

2) Revoke any other existing HHAP award(s) to the Grantee.

3) Require the return of any unexpended HHAP 6 funds disbursed under this Agreement.

4) Require repayment of HHAP 6 funds disbursed and expended under this Agreement.

5) Require the immediate return to HCD of all funds derived from the use of HHAP 6 funds.

EXHIBIT D

6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in technical assistance in accordance with HHAP 6 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, the Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Grantees and Subgrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

EXHIBIT D

All Grantees are subject to state and federal conflict of interest laws. For instance, HSC section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

EXHIBIT D

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to Chapter 6.5 (commencing with Health and Safety Code (HSC) section 50239) of Part 1 of Division 31 of the HSC, shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. <u>Drug-Free Workplace Certification</u>

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1) The dangers of drug abuse in the workplace.

2) The Grantee's policy of maintaining a drug-free workplace.

3) Any available counseling, rehabilitation, and employee assistance program; and

4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1) Will receive a copy of Grantee's drug-free policy statement, and

EXHIBIT D

2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of $100,000.00, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibits C and this Exhibit D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP 6 funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to

EXHIBIT D

compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

4) Agree to include all the terms of this Agreement in each subcontract.

B. The Grantee shall monitor the activities of all subgrantees to ensure compliance with all requirements under the HHAP 6 program.

C. As requested by HCD, the Grantee shall provide to HCD all monitoring documentation necessary to ensure that Grantee and its subgrantees are in continued compliance with HHAP 6 requirements. Such documentation requirements shall be provided by HCD when the information is requested.

13. <u>Compliance with State and Federal laws, Rules, Guidelines and Regulations</u>

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the HHAP 6 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

14. <u>Inspections</u>

A. The Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

EXHIBIT D

B. The Department reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. The Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. <u>Litigation</u>

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the Initial terms of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP 6 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP 6 funds, must be used for HHAP 6 eligible activities. The Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. The Department reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.

2. Per HSC section 50241 subdivision (f), any housing-related activities funded with HHAP 6 funds, including but not limited to interim housing (per HSC section 50243 subdivision (e)(3), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP 6 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and interim housing, short-term interventions like rapid re-housing, and longer-term interventions like permanent supportive housing.

3. The Grantee shall utilize its local HMIS to track HHAP 6 funded projects, services, and clients served. The Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP 6 funding (e.g., by creating appropriate HHAP 6 specific funding sources and project codes in HMIS).

4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the HMIS in accordance with their existing Data Use Agreements, and as required by HSC sections 50214(b) and 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the Homeless Management Information System, or the HDIS, which compiles all HMIS data into a statewide data warehouse, shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, “health information” means “protected health information,”

EXHIBIT E

as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, HCD, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

5. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their Regionally Coordinated Homelessness Action Plan.

6. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the Grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness.

7. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

8. The Department reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the purpose and objectives of the Program are achieved.

9. The Department represents that the intent of Exhibit D, Section 1.B, Termination and Sufficiency of Funds, Sufficiency of Funds, is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in HHAP 6 NOFA dated February 24, 2025 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D, Section 1.B, Termination and Sufficiency

EXHIBIT E

of Funds, Sufficiency of Funds, once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

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

September 8, 2026

Reference ID:
2026-616

United States Geological Survey Joint Funding Agreement

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Cathreen Richards, Planning Director	Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) for wells and springs monitoring in the Amargosa Desert in the amount of $8,000 for the period of October 1, 2026 through September 30, 2027 and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFWS), Bureau of Land Management (BLM), and Nye County, Nevada. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. The USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings are reinitiated in the future, the data will provide greater clarity about the groundwater link between the proposed repository site and Inyo County.

FISCAL IMPACT:

Funding Source	Non-General Fund Yucca Mountain Repository	**Budget Unit**	620605
Budgeted?	Yes	**Object Code**	
Recurrence	One-Time Expenditure / Ongoing Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $8,000 for the period between October 2026 and September 2027
Future Fiscal Year Impacts
N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the Joint Funding Agreement. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

USGS

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Natural Resource Protection

APPROVALS:

Cathreen Richards	Created/Initiated - 08/04/2026
Darcy Israel	Approved - 08/05/2026
Amy Shepherd	Approved - 08/07/2026
John Vallejo	Approved - 08/10/2026
Cathreen Richards	Approved - 08/10/2026
David Fraser	Final Approval - 08/10/2026

ATTACHMENTS:

1. USGS Joint Funding Agreement

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd., Suite 3
Carson City, NV 89701

July 24, 2026

Catherine Richards
Planning Director
County of Inyo (Yucca Mountain Repository)
C/O Yucca Repository Assessment Office P.O. Drawer L
Independence, CA 93526

Dear Catherine Richards:

Enclosed is our standard joint-funding agreement 27ZJJFA00103 between the U.S. Geological Survey Nevada Water Science Center and County of Inyo (Yucca Mountain Repository). The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert during the period October 1, 2026 through September 30, 2027 in the amount of $8,000 from your agency. U.S. Geological Survey contributions for this agreement are $6,026 for a combined total of $14,026. Please sign and return one fully-executed original to Randall Miles at rjmiles@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Geoffrey Moret at (702) 294-6038 or email gmoret@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Randall Miles at phone number (801) 908-5058 or rjmiles@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

SARAH PETERSON Digitally signed by SARAH PETERSON Date: 2026.07.24 14:54:52 -07'00'

Sarah Peterson
Acting Director

Enclosure
27ZJJFA00103 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001003
Agreement #: 27ZJJFA00103
Project #: ZJ00EBM
TIN #: 95-6005445

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $6,026 by the party of the first part during the period October 1, 2026 to September 30, 2027

(b) $8,000 by the party of the second part during the period October 1, 2026 to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001003
Agreement #: 27ZJJFA00103
Project #: ZJ00EBM
TIN #: 95-6005445

9. Billing for this agreement will be rendered **annually in April**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Geoffrey Moret
Program Manager
Address: US Geological Survey PO Box 60127
Boulder City, NV 89005
Telephone: (702) 294-6038
Fax: (n/a)
Email: gmoret@usgs.gov

Customer Technical Point of Contact

Name: Catherine Richards
Planning Director
Address: C/O Yucca Repository Assessment
Office P.O. Drawer L
Independence, CA 93526
Telephone: (760) 878-0447
Fax: (n/a)
Email: crichards@inyocounty.us

USGS Billing Point of Contact

Name: Randall Miles
Administrative Officer
Address: 2329 West Orton Circle
West Valley City, UT 84119
Telephone: (801) 908-5058
Fax: (n/a)
Email: rjmiles@usgs.gov

Customer Billing Point of Contact

Name: Sally Faircloth
Project Coordinator
Address: Yucca Mtn. Repository Assessment
Office PO Drawer L
Independence, CA 93526
Telephone: (760) 878-0263
Fax: (n/a)
Email: sfaircloth@inyocounty.us

U.S. Geological Survey
United States
Department of Interior

Signature

SARAH PETERSON Digitally signed by SARAH PETERSON Date: 2026.07.24 14:55:29 -07'00'

By_____ **Date:**

Name: Sarah Peterson

Title: Acting Director

County of Inyo (Yucca Mountain Repository)

Signatures

By_____ **Date:** _____

Name: Trina Orrill

Title: Chair

By_____ **Date:**

_____ **Name:**

Title:

By_____ **Date:** _____

Name:

Title:

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-618

Fee Waiver for Inyo Council of the Arts' Millpond Music Festival - Request to Reserve Millpond Park

Public Works - Parks & Recreation

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jorge Briceno, Parks & Recreation Manager	Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

A) Approve a fee waiver to Inyo Council for the Arts for the reservation of the entirety of Millpond Park for the 34th Annual Millpond Music Festival, in an amount not to exceed $2,625.00, for the reservation fee set in Ordinance No. 1038, 12.16.192, Section IV, Subsection F; and B) Authorize closure of the park to accommodate the festival from 8 a.m. Thursday, September 17 to 3 p.m. Monday, September 21, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Council for the Arts (ICA) has requested a fee waiver for the 34th Annual Millpond Music Festival. The requested dates are from Thursday, September 17 to Monday, September 21, 2026. The total dollar amount for this fee waiver is $2,625.00 for 5 days ($525.00 per day). Payment is required to attend the Millpond Music Festival though, "Inyo and Mono County students through eighth grade will be admitted for free, and free tickets are also offered to Owens Valley seniors and the Owens Valley Native American Tribes." Inyo County Parks will be investing resources to aid ICA by: cleaning park restrooms, maintaining/reducing hazards before and during the event, and trash management. Inyo County Solid Waste will be investing resources by providing a roll-off bin for recyclables.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	076900
Budgeted?N	N/A	**Object Code**	4792
Recurrence	Ongoing Expenditure (Annual)	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $2,625.00 for the period between FY26-27
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Quality Parks and Recreation Amenities
Economic Enhancement I Local Businesses, Organizations, and Workforce
Economic Enhancement I Sustainable Recreation Initiatives
Economic Enhancement I Collaborative Regional Economic Development

APPROVALS:

Jorge Briceno	Created/Initiated - 08/17/2026
Darcy Israel	Approved - 08/18/2026
Breanne Nelums	Approved - 08/18/2026
Cap Aubrey	Approved - 08/21/2026
Jorge Briceno	Approved - 08/21/2026
Amy Shepherd	Approved - 08/21/2026
Keri Oney	Approved - 08/21/2026
John Vallejo	Approved - 08/21/2026
David Fraser	Final Approval - 08/24/2026

ATTACHMENTS:

1. Special Event-Facility Use Permit

Inyo Council for the Arts

150 Willow Street

Bishop, Ca 93514

August 4, 2026

County of Inyo/ Parks and Recreation
1360 North Main Street
Bishop, CA 93514

Dear Inyo County Parks Manager - Daniel Briceño,

Inyo Council for the Arts (ICA) requests closure of the Millpond Recreation Area to the public from Thursday, September 17, 2026 at 8:00 a.m., through Monday, September 21, 2026 at 3:00 pm, while we present the 34th annual Millpond Music Festival.

We are in the process of preparing the line-up for the festival. Inyo and Mono County students through eighth grade will be admitted free, and free tickets are also offered to underserved constituents including Owens Valley seniors and the Owens Valley Native American tribes.

Thank you for your continued support.

Sharon Freilich
Executive Director
sharon@inyo.org
760-873-8015

COUNTY OF INYO / PARKS AND RECREATION
1360 NORTH MAIN ST
BISHOP, CA 93514

Telephone: 760.873.5577
Fax: 760.873.5599
kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

Applicant/Permittee Name: Inyo Council for the Arts Organization:
Phone #: 760-873-8014 Email: inyoarts@gmail.com / sharon@inyo.org
Address: 150 Willow St. Bishop, CA 93514

EVENT INFO

Park/Campground Requested: Millpond Recreation Area Event Date(s): Sept. 17-21, 2026
Purpose/Type of Event: Weekend Music Festival
Start time (set-up): 9/17/26 8am End time (clean up): 9/21/2026 3pm
Activities (be specific): main stage, workshop tent, kids activities, food + art vendors
Anticipated Attendance: 1,700 Will minors (under 18) be present: ☒YES ☐NO

EVENT DETAILS

- Is event open to the general public? ☒YES ☐NO Will you be charging admission? ☒YES ☐NO
- Is this a fundraiser? ☒YES ☐NO (hopefully!) For what organization? Inyo Council for the Arts
- NO BOUNCE HOUSES & NO SLIP AND SLIDES _____ (please initial)
- NO OPEN FLAMES BESIDES IN OUTDOOR FIRE PITS CLEARED OF NEARBY DEBRIS _____ (please initial)
- DO NOT ATTACH ITEMS TO LIGHT FIXTURES _____ (please initial)
- DO NOT OVERFILL TRASH CANS _____ (please initial)
- DO NOT LEAVE EXCESS TRASH ON SITE _____ (please initial)
- Will you be holding any of the following activities? ☐YES ☐NO CIRCLE THOSE THAT APPLY
  gun/knife show, wine/liquor tasting, haunted house, fireworks, athletic event, (overnight camping)
- Describe decorations (Adhesives are not allowed): _____

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

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

a. **$50.00 check/money order for the Day Use Fee**
b. **$150.00 check/money order for the refundable deposit**
   (ADD $100.00 to your deposit if you will have alcohol.)

**Fees subject to change.*

SERVICES

- Will you be using a caterer? ☐YES ☒NO Caterer's Name & Phone: Volunteers backstage only & food vendors onsite
- Will caterer be selling alcohol? ☐YES ☒NO
- Will there be security at this event? ☒YES ☐NO Security Company: ICA Staff
- Do you need electricity? ☒YES ☐NO
- Do you need tables unlocked? ☒YES ☐NO

DEPOSIT & DAMAGES

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

COUNTY OF INYO / PARKS AND RECREATION
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BISHOP, CA 93514

Telephone: 760.873.5577
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kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

CONDUCT OF PERSONS

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

ALCOHOL

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

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

- **Will alcohol be present at this event? ☒YES ☐NO If yes, please compete the rest of this section.**

If you mark no, and alcohol is discovered, the deposit may be forfeited, and other action may be taken.

Alcohol sold by Browns Concession (vendor)

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

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

- ☒ Distributed free of charge at free event by event host/employees/volunteers ICA hosts ICOE party on 9/18/2026
- ☐ Distributed free of charge by event host/employees/volunteers, but admission fee is charged
- ☒ Distributed free of charge by licensed caterer ICA will obtain ABC license
- ☐ Bring your own beverage
- ☐ Sold by the glass/cup by organizer (ABC License may be required)
- ☐ Sold by third party and third party keeps all proceeds (Third party must be licensed and insured)
- ☐ Sold by third party and proceeds shared with Permittee (Additional documentation may be required)

ADVERTISING, SOLICITATION, & SALES

The following are not permitted without the express written approval of the Parks Manager:

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

COUNTY OF INYO / PARKS AND RECREATION
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kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

INDEMNITY

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

INSURANCE REQUIREMENTS

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

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

INSURANCE WAIVER REQUEST

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

_____.

COUNTY OF INYO / PARKS AND RECREATION
1360 NORTH MAIN ST
BISHOP, CA 93514

Telephone: 760.873.5577
Fax: 760.873.5599
kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

ATHLETIC EVENTS

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

ADDITIONAL INFORMATION

Please write any special requests or additional information for the Parks Manager here:
We will need your written approval for the Advertising, Solicitation & Sales section - Thank you!

AUTHORIZED SIGNATURE

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

Applicant/Permittee: [signature] **Date:** 08/4/2026

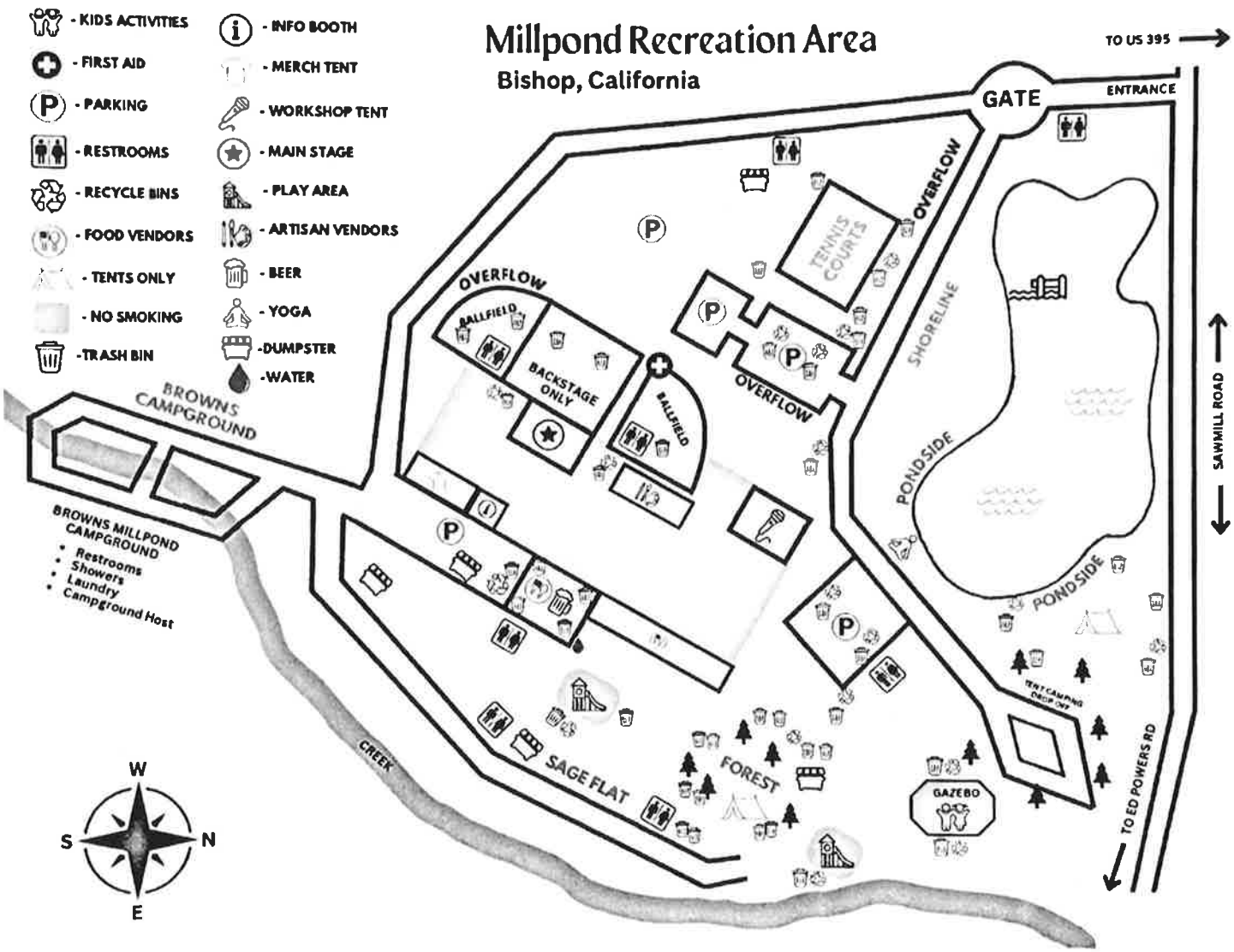
APPROVALS – *Applicant please do not write below here.*

1. **Risk Manager:** Aaron Holmberg Aaron Holmberg (Aug 20, 2026 12:00:31 PDT) **Date:** _____
If insurance waiver is approved, Risk Manager will initial here: ____.

2. **Parks Manager:** [signature] **Date:** _____

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

-the end-


Millpond Recreation Area
Bishop, California
- KIDS ACTIVITIES
- FIRST AID
- PARKING
- RESTROOMS
- RECYCLE BINS
- FOOD VENDORS
- TENTS ONLY
- NO SMOKING
-TRASH BIN
- INFO BOOTH
- MERCH TENT
- WORKSHOP TENT
- MAIN STAGE
- PLAY AREA
- ARTISAN VENDORS
- BEER
- YOGA
-DUMPSTER
-WATER
TO US 395
GATE
ENTRANCE
OVERFLOW
TENNIS COURTS
OVERFLOW
SHORELINE
OVERFLOW
BALLFIELD
BACKSTAGE ONLY
BALLFIELD
OVERFLOW
BROWNS CAMPGROUND
BROWNS MILLPOND CAMPGROUND
Restrooms
Showers
Laundry
Campground Host
POND SIDE
POND SIDE
SAWMILL ROAD
TENT CAMPING DROP OFF
TO ED POWERS RD
CREEK
SAGE FLAT
FOREST
GAZEBO
W
S
N
E

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

September 8, 2026

Reference ID:
2026-670

16A) Temporary Road Closure for the 2026 California Indian Day Parade

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Shannon Platt, Deputy Public Works Director - Roads

RECOMMENDED ACTION:

Approve the temporary closure of a portion of North Pa Ha Lane, a portion of Diaz Lane, and a portion of North Barlow Lane (as indicated on the attached map), from 6:30 a.m.-noon on September 25, 2026 to accommodate the Annual 2026 California Indian Days Parade.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Paiute Tribe is planning a special event to celebrate 2026 California Indian Day, with the event route starting at the Yuhubi Nubi Gas Station and ending at the Barlow Lane Gym. This event holds their annual Parade celebrating California Indian Day. The Inyo County Road Department will include provisions in the permit to enable people within the road closure to access their homes, and will provide signs to assist with the closure of these roads. There will be minimal impact on people trying to cross the reservation, as there are many alternate routes around the proposed road closures. The permittees will be required to arrange for the staging and placement of traffic control devices needed for these road closures.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board has the option to deny approval of the proposed road closure. This is not recommended, as the organizers of lhe 2026 California Indian Days Parade would need to identify an alternative location for the event.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Jose Rodriguez	Created/Initiated - 09/03/2026
Darcy Israel	Approved - 09/03/2026
John Vallejo	Approved - 09/03/2026
Denelle Carrington	Final Approval - 09/03/2026

ATTACHMENTS:

1. Special Use Permit - Bishop Paiute Tribe

Docusign Envelope ID: 34772771-1A84-8560-825F-4CA74E57B700

ROAD DEPARTMENT

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

COUNTY OF **INYO**

Michael Errante, Public Works Director
Shannon Platt, Road Superintendent

(For County Use Only)
Permit #:
Fee:
Receipt:
Issue Date:
Expires:
By:

APPLICATION FOR A SPECIAL EVENT PERMIT

Bishop Paiute Tribe
Applicant/Permittee

8/28/2026
Date

50 Tu Su Lane
Address

Jodi Poncho
Contact Person

760-873-3584 x 1301
Phone

Bishop, CA 93514
City/State/Zip Code

brian.adkins@bishoppaiute.org
E-Mail

PARADE (x) DANCE ( ) RACE (x) OTHER ( )

DESCRIBE THE USE IN DETAIL. INCLUDE MAP OR DRAWING.

2026 CA Indian Days Road Run and Parade on Friday, September 25, 2026 : Road Closed at 6:30am; Road Run at 7am; Parade to follow; Road open at 12 noon.

See attached map for route of road run and parade on Bishop Paiute Reservation

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: N. Pa Ha Lane; Diaz Lane; N. Barlow Lane

REQUESTED DATE (S) OF PERMIT: Event date is Friday, September 25, 2026 - we would like the signed permit by 1 week prior if possible

ROAD CLOSURE: YES (x) NO ( ) HOURS: 6:30 am am/pm to 12 noon am/pm on 09/_25 /26__

TRAFFIC CONTROL NEEDED: YES (x) NO ( )

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS: Tribe will contact county for cones/signs loan and return

N Tu Su Lane will be blocked just south of gas station both lanes down and just past intersection with Diaz Lane

Diaz Lane will be blocked at intersection with Pa Ha Lane at a point just west of the intersection and also a point just east of intersection with Barlow LAne

Barlow Lane will be blocked just north of the intersection with Diaz Lane to a point just south of Barlow Lane Gym

Docusign Envelope ID: 34772771-1A84-8560-825F-4CA74E57B700

LIMITATION OF INYO COUNTY'S LIABILITY

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission including negligence, gross negligence, recklessness or willful misconduct of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: Signed by: Pesapi Spoonhunter B1FA621F156A4B6... DATE: 8/28/2026 | 5:27 PM PDT

County use only below this line

INSURANCE APPROVED: YES ( ) NO ( )

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: _____ DATE: _____

PERMIT NUMBER: _____

Docusign Envelope ID: 34772771-1A84-8560-825F-4CA74E57B700

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability** (CGL) on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury, with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

If the use includes athletic activities, Permittee shall provide evidence that the CGL includes coverage for injuries to athletic participants and/or provide evidence of Participant Accident Insurance. Athletic participant waivers should specifically include "Inyo County, its officials, officers, agents, employees, and volunteers" and the location name.

If the Permittee maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permittee. Any available 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:

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.)

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.)

Additional Insured Status

Inyo County, its officials, officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of liability arising out of the use of the facility, work or operations performed by or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this contract, the Permittee's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officials, officers, agents, employees, and volunteers shall be excess of the Permittee'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 Permittee 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 the Primary and Umbrella or Excess Policies shall provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

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Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation
Permittee hereby grants Inyo County a waiver of any right to subrogation which any insurer of said Permittee may acquire against Inyo County by virtue of the payment of any loss under said insurance. Permittee 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 from the insurer.

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

Verification of Coverage
Permittee shall furnish Inyo County with original Certificates of Insurance including all required 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 listing all policy endorsements to Inyo County before work begins. All certificates and endorsements are to be received and approved by Inyo County *at least five days* before Permittee commences activities.

Liquor Liability
If Permittee will be supplying alcoholic beverages, or if the event is "bring your own alcohol", the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance
In some cases, the Permittee's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to Inyo County.

Special Events Coverage
Special events coverage is available from local insurance brokers and online insurance retailers for an additional fee to provide the liability insurance required by this agreement. Inyo County does not sell insurance.

Special Risks or Circumstances
Inyo County reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

2026 CA Indian Days Road Run and Parade Route – Friday, Sept 25

Road Closure 6:30am to 12 noon

N

Start (Casino)

End (Gym)

Run & Parade Route

Road Blockade and road signs

Route will be closed off at 6:30 am

Barricades to be placed at parade ends and intersections at 6:30 am by tribal maintenance with assistance from police. Removal at noon

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AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-600

Contract with American Financial Credit Services

Treasurer-Tax Collector

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Christie Martindale, Treasurer-Tax Collector	Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Approve a contract with American Financial Credit Services for the provision of delinquent tax skip tracing, billing, and recovery services, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

AFCS (American Financial Credit Services, Inc.) specializes in government bad debt receivable management, with over 30 years of experience serving counties across multiple states. Their solutions have returned more than $400 million to county partners, demonstrating consistent success in resolving delinquent receivables.

AFCS offers a full-service model that acts as an extension of the Treasurer-Tax Collector's office, absorbing operational costs internally. Their approach includes:

- Skip-tracing and multichannel outreach (letters, phone calls)
- Web portal access for finance officials and staff
- Taxpayer support via online chat and payment options
- Detailed reporting, updating databases and tax files
- Collaboration with local attorneys to complement legal efforts

Their solutions are tailored to a wide range of tax types, including business personal property, motor vehicles, watercraft, aircraft, and code enforcement violations.

AFCS operates in full compliance with federal and state regulations. Their team is trained to treat citizens with respect and professionalism, ensuring that recovery efforts uphold the Treasurer-Tax Collector's office reputation and values.

Counties like Tehama, Kern, San Benito and Lake have successfully partnered with AFCS, reporting increased collections, improved taxpayer relations, and enhanced operational efficiency.

AFCS's delinquent tax recovery program is offered at no cost to the county, minimizing financial risk. Their performance-based model ensures that the County only pays for results, making this a fiscally responsible partnership.

AFCS is a member in good standing with numerous state and county associations, including the California Association of County Treasurers and Tax Collectors (CACTTC), and similar organizations across the country.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011900 General Revenue
Budgeted?	There is no cost to the County	**Object Code**	4023
Recurrence	Ongoing	**Sole Source?**	Yes

If Sole Source, provide justification below

This is a specialized service provided by a licensed, bonded company.

Current Fiscal Year Impact
Increased collection of past-due delinquent unsecured property tax.
Future Fiscal Year Impacts
Increased collection of past-due delinquent unsecured property tax.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Treasurer-Tax Collector's office would continue our efforts to bill delinquent accounts, but with our small staff, we do not have the capacity for in-depth collection activities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Christie Martindale	Created/Initiated - 08/28/2026
Darcy Israel	Approved - 08/28/2026
Christie Martindale	Approved - 08/28/2026
Amy Shepherd	Approved - 08/31/2026
John Vallejo	Approved - 09/01/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

1. Inyo County Contract
2. Vendor Service Agreement
3. Purchasing Policy Sole Source Form

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AGREEMENT BETWEEN COUNTY OF INYO

AND American Financial Credit Services, Inc.

FOR THE PROVISION OF American Financial Credit Services

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Christie Martindale, or their designee. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

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

1.2. Tasks and Deliverables

1. County shall refer to Contractor with those delinquent personal property tax accounts, which County desires Contractor to skip trace, bill and recover. Contractor shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.

2. To the extent permitted by law, County agrees to supply Contractor with the following information on each account referred via a medium agreed upon by the parties:

A. All necessary biographical and billing information in its possession.
B. Accurate balance due information.
C. Any other pertinent information or documents upon which the parties shall agree in writing.

3. Contractor shall provide County with notification of all County accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental

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when freezing taxpayer bank accounts. Subject to County's approval, County may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction. Notwithstanding any other provision of this Agreement, Contractor will not take any action required to seize taxpayer assets without the express written approval of the County.

4. Contractor will not settle or compromise any account referred to Contractor unless authorized by County or County's Designee in writing.

5. County does authorize Contractor to endorse County's name on payments received by Contractor for deposit only. County agrees to regularly communicate with Contractor regarding all payments received by County and applied to taxpayer accounts.

6. Monies received by Contractor for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Contractor to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.

7. County will not be billed for costs advanced by Contractor toward the skip tracing and billing of any account placed with Contractor.

8. County may recall any referred account at any time and Contractor shall return all files and documents, which County has referred to Contractor, less any copies which Contractor needs to retain for its own records. However, Contractor shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Contractor fees received by County as a result of payment arrangements originated by the Contractor prior to recall of a referred account.

9. Contractor agrees to provide to the County, or his designee, by the tenth (10th) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Contractor will also submit a monthly report, which summarizes County account status changes and will submit to the County a cross-reference listing that identifies status codes and their descriptions.

10. Contractor will directly deposit all funds collected by the Contractor on a monthly basis to the County owned bank account of their choice as agreed upon by the County. Contractor will utilize a "net remittance" method as agreed upon by the County. When the County receives funds directly from taxpayers on accounts placed with Contractor, County will notify Contractor in a timely manner of all funds received by County. When County receives payment of Contractor fees, County agrees to pay Contractor fees herein agreed upon within twenty (20) days from the receipt of the Contractor's monthly statement.

11. All money recovered on a referred account shall be applied in the following order:

A. Towards satisfaction of principal; and then
B. Contractor fees.

Note: If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Contractor, or only pays principal to County in an attempt to avoid paying Contractor fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a

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payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Contractor will continue collections on any remaining balances due until the account is paid in full.

12. Contractor will handle all communications regarding the accounts referred from County and will not refer any party back to the County unless instructed to do so by the County. Contractor requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the County. Contractor requests which have not been satisfied within thirty-days (30) will be brought to the attention of the County, or designee, for appropriate resolution.

13. Unless otherwise notified in writing, County designates the County of Inyo Treasurer and Tax Collector as the County's contact and/or designee to discuss any account referred by County.

14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.

15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Contractor or County violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.

16. In the event that either party terminates this Agreement and/or County recalls accounts previously placed with Contractor, Contractor shall, at no cost to the County, cease activity on said recalled accounts and return said recalled accounts to County utilizing an updated status report on all accounts. Said report will include taxpayers name, County reference number, updated balance due and most recent status code.

17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, County or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Contractor for the purpose of assuring Contractor's compliance with the provisions of the Agreement. Contractor shall cooperate in any such inspection or audit.

18. Contractor agrees to comply with County policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Contractor pursuant to this Agreement. Contractor further agrees to indemnify, defend and hold County harmless from liability as a result of Contractor's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Contractor and/or Contractor's directors, officers, employees, agents, designees, and/or subcontractors.

19. Contractor shall protect, defend, indemnify and hold harmless the County from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Contractor and its directors, officers, employees, agents, designees, and/or subcontractors.

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20. Contractor represents and warrants that:

A. Contractor is a corporation and duly organized in Indiana and authorized to do business in California, validly existing, and in good standing under the laws of the State of Indiana and California;

B. Contractor has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and

C. This Agreement constitutes the valid, binding, and enforceable obligation of Contractor and the execution and delivery of this Agreement by Contractor and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Contractor, and such execution and delivery do not require the consent, approval, or authorization of any other person, public authority, or other entity.

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.

22. The Agreement construed in accordance with the laws of the State of California and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

23. Governing Law. This Agreement and all claims arising out of or relating to this Agreement, its subject matter, or the parties' relationship (whether in contract, tort, or otherwise) shall be governed by and construed in accordance with the laws of California, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

2. TERM

The term of this Agreement shall be from Tuesday, September 8, 2026 to Saturday, June 30, 2029 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Schedule of Fees

Contractor Fees for Skip Tracing, Billing and Recovery Services:

Delinquent Personal Property Tax Placements Fee

25% added to the total principal on all delinquencies at time of placement and paid by taxpayer. Contractor will directly deposit all funds collected by the Contractor monthly to the County owned bank account of their choice as agreed upon by the County. Contractor will utilize a "net remittance" method as agreed upon by the County. When the County

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receives funds directly from taxpayers on accounts placed with Contractor, County will notify Contractor in a timely manner of all funds received by County. When County receives payment of Contractor fees, County agrees to pay Contractor fees herein agreed upon within twenty (20) days from the receipt of the Contractor's monthly statement.

Total Payments to Contractor will not exceed 500,000.00 (five hundred thousand dollars)

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

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

8. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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8.2. Automobile Liability

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

8.3. Workers' Compensation

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

8.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

8.5. Cyber Liability

insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

8.6. 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.

8.7. 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

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10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

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

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

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

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

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

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

***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.

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C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

9. STATUS OF CONTRACTOR

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

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

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

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

10. DEFENSE AND INDEMNITY

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Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

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

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

The parties to this Agreement agree that all federally funded purchases shall follow federal procurement requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR section 200 *et. seq.*). Contractor agrees to adhere to all applicable Federal, State, and local laws and regulations in Contractor's performance of this Agreement.

13. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel

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this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT

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

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY

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

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

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all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS

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

19. POST AGREEMENT COVENANT

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

20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT

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

23. NOTICE

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

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County of Inyo:

Treasurer-Tax Collector
Treasurer Tax Collector Independence CA, 93526

Contractor:

American Financial Credit Services, Inc.
10333 N. Meridian Street, Suite 270, Indianapolis, IN 46290

24. ENTIRE AGREEMENT

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

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For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

8/14/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

8/13/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Kortni Girardin on behalf of Amy Shepherd
3094C2B4A2DB49F...

SIGNATURE

Kortni Girardin on behalf of Amy Shepherd

FULL NAME

8/14/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

Signed by:
07E2C9567A8D44B...

SIGNATURE

Josh Williams

FULL NAME

8/15/2026

DATE SIGNED

Chief Executive Officer

TITLE

Docusign Envelope ID: FD716EE9-D47D-83D6-80EC-63C9AF7B5430

Exhibits List

A - AFCS Inc. _ County of Inyo California

Docusign Envelope ID: FD716EE9-D47D-83D6-80EC-63C9AF7B5430

Exhibit A

AFCS Inc. _ County of Inyo California

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VENDOR SERVICE AGREEMENT

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WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of California and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.

2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:

   A. All necessary biographical and billing information in its possession.
   B. Accurate balance due information.
   C. Any other pertinent information or documents upon which the parties shall agree in writing.

3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction. **Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.**

4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.

5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.

6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.

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7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.

8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.

9. Agency agrees to provide to the Client, or his designee, by the tenth (10th) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.

10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

11. All money recovered on a referred account shall be applied in the following order:

    A. Towards satisfaction of principal; and then
    B. Agency fees.

    Note: *If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.*

12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.

13. Unless otherwise notified in writing, Client designates the **Inyo County Treasurer - Tax Collector** as the County's contact and/or designee to discuss any account referred by Client.

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14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.

15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.

16. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.

17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.

18. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.

19. Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.

20. Agency represents and warrants that:

    A. Agency is a corporation and duly organized in Indiana and authorized to do business in California, validly existing, and in good standing under the laws of the State of Indiana and California;

    B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and

    C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the

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consent, approval, or authorization of any other person, public authority, or other entity.

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.

22. The Agreement construed in accordance with the laws of the State of California and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

23. **Governing Law.** This Agreement and all claims arising out of or relating to this Agreement, its subject matter, or the parties' relationship (whether in contract, tort, or otherwise) shall be governed by and construed in accordance with the laws of **California**, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

American Financial Credit Services, Inc.

By: _____

Josh Williams, Chief Executive Officer

Dated this ____ day of _____/_____
Month *Year*

Inyo County California

By: _____

Christie Martindale, Treasurer Tax Collector

Dated this ____ day of _____/_____
Month *Year*

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ADDENDUM A
SERVICES AND OBLIGATIONS

Client agrees to utilize the Vendor Service Agreement.

Agency Fees for Skip Tracing, Billing and Recovery Services:

Delinquent Personal Property Tax Placements Fee

25% added to the total principal on all delinquencies at time of placement and paid by taxpayer. Agency will directly deposit all funds collected by the Agency monthly to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a “net remittance” method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement

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ADDENDUM B

ADJOINING MUNICIPALITIES AND CITIES

Upon written notification from an authorized official of an adjoining municipality or city within the geographic area of the Client or under its jurisdiction, Agency will provide the aforementioned services of this Agreement under the same terms and conditions to that municipality or city. For the purposes of reporting and remittances, those adjoining services will be handled separately from the primary Client account.

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consent, approval, or authorization of any other person, public authority, or other entity.

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.

22. The Agreement construed in accordance with the laws of the State of California and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

23. **Governing Law.** This Agreement and all claims arising out of or relating to this Agreement, its subject matter, or the parties' relationship (whether in contract, tort, or otherwise) shall be governed by and construed in accordance with the laws of **California**, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

American Financial Credit Services, Inc.

By: _____

Josh Williams, Chief Executive Officer

Dated this ____ day of _____/_____
Month *Year*

Inyo County California

By: _____

Christie Martindale, Treasurer Tax Collector

Dated this ____ day of _____/_____
Month *Year*

ADDENDUM A
SERVICES AND OBLIGATIONS

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Delinquent Personal Property Tax Placements Fee

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ADJOINING MUNICIPALITIES AND CITIES

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County of Inyo

Sole Source Authorization Form

Vendor:	American Financial Credit Services, Inc.
Date:	08/31/2026

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:

(American Financial Credit Services, Inc.) specializes in government bad debt receivable management,with over 30 years of experience serving counties across multiple states. Their solutions have returned more than $400 million to county partners, demonstrating consistent success in resolving delinquent receivables AFCS offers a full-service model that acts as an extension of Tresurer-Tax Collector's office, absorbing operational costs internally. Their approach includes:• Skip-tracing and multi-channel outreach (letters, phone calls)• Web portal access for finance officials and staff• Taxpayer support via online chat and payment options• Detailed reporting to update databases and tax files• Collaboration with local attorneys to complement legal efforts. Their solutions are tailored to a wide range of tax types, including business personal property, motor vehicles, watercraft, aircraft, and code enforcement violations. AFCS operates in full compliance with federal and state regulations. Their team is trained to treat citizens with respect and professionalism, ensuring that recovery efforts uphold the Treasurer-Tax Collector's office reputation and values.

Christie Martindale
Department Head Signature

Sole Source Approval
Purchasing Agent Signature
County Counsel Signature
Auditor-Controller Signature

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-580

Omnia Master Service Agreement Order Form for DebtBook Software

Treasurer-Tax Collector

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Christie Martindale, Treasurer-Tax Collector	Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Approve Omnia Master Service Agreement Order Form for DebtBook Software as a Service Application and authorize the Treasurer-Tax Collector to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Treasury acts as the fiduciary custodian for over 36 external entities—including 28 Special Districts, School Systems, Joint Powers Authorities (JPAs), and core County departments. Our office securely processes over **$900,000,000.00 (900 million dollars)** in annual deposits.

To safeguard these public funds, eliminate manual spreadsheet dependencies, and optimize pool yields, the Treasury requests to procure and deploy a dedicated public sector Treasury Management System (TMS). This specialized enterprise platform will automate financial workflows, maximize liquidity visibility and investment management, and insulate the County from severe operational risks.

DebtBook Software as a service application (SaaS) has a comprehensive package that includes:

1. Cash Management
2. Investment Accounting
3. Investment Custodian Accounts Integration
4. Investment Management Core
5. Cash Secure File Transfer Protocol (SFTP) Integration
6. One-Time Implementation Fee

Core TMS Function & Benefit

Complete Cash Visibility & Automation
Consolidates disparate banking statement data across public pools into a single interface. Shifts manual reconciling to automated processing.

Liquidity & Strategic Forecasting
Applies historical and structural data to predict AP/AR cycles, allowing for evidence-backed financial deployment.

Debt & Investment Portfolio Tracking
Centralizes short-term government investment tracking and critical debt portfolio compliance obligations.

Vendor-Backed Support & Instruction
Guarantees comprehensive, ongoing software training, system upgrades, and dedicated help-desk support for treasury staff.

Risk of Maintaining the Status Quo

Financial Oversight Vulnerability
Relying on manual checking processes spikes the probability of missing transaction errors, data gaps, or fraudulent activities.

Lost Investment Potential
A lack of real-time market visibility results in suboptimal yield returns on capital assets due to excessive cash sitting idle in buffer accounts.

Key-Person Dependency
Treasury liquidity operations face sudden, critical destabilization if key personnel managing complex legacy spreadsheets unexpectedly depart.

Institutional Knowledge Loss
Legacy systems lack external documentation, complicating cross-training and leaving the county vulnerable during staff turnovers.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	010500
Budgeted?	Yes	**Object Code**	5265
Recurrence	Annual Fees - listed below	**Sole Source?**	Yes

If Sole Source, provide justification below

Use of the Omnia contract that Inyo County participates in.

Current Fiscal Year Impact

Up to $67,000 for the period between July 1, 2026, to June 30, 2027.

Future Fiscal Year Impacts

FY 27-28 = $59,850; FY 28-29 = $62,860

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Christie Martindale	Created/Initiated - 08/28/2026
Darcy Israel	Approved - 08/28/2026
Christie Martindale	Approved - 08/28/2026
Amy Shepherd	Approved - 08/28/2026
John Vallejo	Approved - 08/31/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

1. Inyo County Agreement
2. Purchasing Policy Sole Source Form

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DebtBook

ORDER FORM

I. General Information

Customer Information

Customer Name: Inyo County, CA ("Customer")
Address: 224 N. Edwards St.
Independence, CA 93526
Contact Name: Christie Martindale
Email: cmartindale@inyocounty.us

Customer Billing Information

Address: 224 N. Edwards St.
Independence, CA 93526
Billing Email: cmartindale@inyocounty.us

Order Form Information

Order Form Effective Date: Date of last signature

Agreement Effective Date: Date of last signature

II. Products & Services

Treasury
Item & Description
Cash Management Core Annual recurring fee for DebtBook's cash management software-as-a-service application provided to Customer through access to the Application Services Investment Accounting Annual recurring fee for DebtBook's investment accounting software-as-a-service application provided to Customer through access to the Application Services. Investment Custodian Accounts Integrations DebtBook's custodian accounts integration within the investment management software-as-a-service application provided to Customer through access to the Application Services. Investment Management Core Annual recurring fee for DebtBook's investment management software-as-a-service application provided to Customer through access to the Application Services. Cash SFTP Integration DebtBook's SFTP bank connectivity functionality within the cash management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.

Non-Recurring
Item & Description
Cash Management Core Premium Implementation The additional implementation services provided to Customer including tailored implementation support and entry of relevant Customer Data. Investment Management Core Premium Implementation The additional implementation services provided to Customer including tailored implementation support and entry of relevant Customer Data.

Annual Summary	**Year 1**	**Year 2**	**Year 3**
Recurring Subscription Fees	$57,000.00	$59,850.00	$62,860.00
One-Time Implementation Fees	$10,000.00		
Annual Total	**$67,000.00**	**$59,850.00**	**$62,860.00**
TOTAL			**$189,710.00**

III. **Order Form Terms**

1. **Services**. This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services.
2. **Term**. The Initial Term of this Order Form begins on the Order Form Effective Date as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
3. **Fees**. DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer's billing contact indicated herein.
4. **OMNIA**. This Order Form and the Agreement are subject to the terms established under the Master Agreement dated February 19, 2026, and referenced as Contract #159808 (the "OMNIA Agreement"), by and between DebtBook and OMNIA Partners, Inc. ("OMNIA"), on its behalf and on behalf of other participating governmental agencies.

IV. **General Terms**

This Order Form and the Services are governed by the written Master Services Agreement (the "Agreement") executed between the Parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Order Form, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Order Form in Customer's current fiscal year. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook	**Inyo County, CA**
By: Signed by: Liam Resch 1788168E1676485...	By:
Name: Liam Resch	Name:
Title: Counsel & Secretary	Title:
Date: August 28, 2026 | 9:56 AM EDT	Date:

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DebtBook

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between DebtBook and the customer signing below ("Customer"). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services, including Customer's configuration, usage, and interaction with the Services, such as feature usage patterns, performance metrics, technical diagnostics, and other operational insights, which may be derived from Customer Data.

"**Agreement**" means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Effective Date**" means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's implementation services, in each case as set forth in the applicable Order Form.

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"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, and entry of relevant Customer Data.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.
Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a worldwide, non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policy, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or

otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

(g) AI Features**.** To the extent DebtBook uses artificial intelligence ("**AI**") to provide features to Customer via the Services (the "**AI Features**"), DebtBook will not allow any third party to use Customer Data to train any AI without Customer's prior written consent. Notwithstanding the foregoing, Customer Data may be used to train Customer tenant-specific AI models to provide customized findings and recommendations to Customer solely for Customer's benefit. Customer acknowledges that other customers providing similar AI Input to the Al Features may receive the same or similar AI Output. For the avoidance of doubt, Customer retains all right, title and interest in Customer Data contained in AI Inputs and AI Outputs. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. Customer agrees to comply with any applicable AI Feature restrictions described in the Documentation. "**AI Input**" means any input provided to an AI Feature. "**AI Output**" means any output generated and returned to by an AI Feature.

3. Services and Support**.**

(a) Order Forms. The Services, and any Service specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product at the level indicated for such Product in the applicable Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Order Form. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. To the extent permitted by applicable law, if

Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, or (2) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook will destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

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(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP AND ANY AI OUTPUT IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-

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Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. Unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule as provided to Customer at least 60 days before the expiration of the then-current term.

(c) Termination.

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

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(b) Entire Agreement; Order of Precedence. The Order Form, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) Order Form, (2) the Master Services, and (3) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form or the Master Services Agreement will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266**.

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

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(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Fifth Asset, Inc. d/b/a DebtBook	**Inyo County, CA**
By: Signed by: Liam Resch 1788168E1676485...	By:
Name: Liam Resch	Name:
Title: Counsel & Secretary	Title:
Date: August 28, 2026 | 9:56 AM EDT	Date:

County of Inyo

Sole Source Authorization Form

Vendor:	Fifth Asset, Inc., d/b/a DebtBook
Date:	09/08/2026

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.
- ☑ *Omnia Contract #159808 Master Service Agreement*

Amount	Required Action
Less than or equal to $5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
☐ $5,001 to $10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $10,001 to $25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☑ $25,001 to $75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	☐ RFP/RFQ Received by Board Clerk on _____
☐ Over $75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

This is piggy back contract that falls within the guide lines of the County of Inyo Purchasing Policy.

Christie Martindale
Department Head Signature

Sole Source Approval
Purchasing Agent Signature
County Counsel Signature
Auditor-Controller Signature

AGENDA ITEM REQUEST FORM

September 8, 2026

Reference ID:
2026-620

Workshop - Overview of Development Agreements (DAs) in Advance of Upcoming Proposed Renewable Energy Development Agreements (REDAs) for the Bonanza Peak Solar Project in Charleston View, Inyo County

Planning Department

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Stacey Simon	Stacey Simon

RECOMMENDED ACTION:

A) Conduct workshop on Development Agreements (DAs), including Renewable Energy Development Agreements (REDAs) for the Bonanza Peak Solar Project in Charleston View, Inyo County; and
B) Provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

Title 20 of the Inyo County Code provides authorization (pursuant to State law) for the Inyo County Board of Supervisors to enter into agreements with property owners and/or developers governing the terms and conditions of a proposed development. The purpose for entering into a development agreement is to achieve the local agency's planning goals as stated in its General Plan, while providing benefits to both the owner/developer and to the public which would not otherwise be available and which enhance public health, safety and/or welfare.

Development agreements are often used in place of standard land use approvals (such as use permits) and are commonly seen in the context of large projects, including mixed-use commercial or residential developments, industrial uses, public facilities such as stadiums or arenas and energy projects such as solar or wind generation. They do not replace environmental review of a project under the California Environmental Quality Act (CEQA), which must still be carried out in accordance with law.

This workshop is for the purpose of providing an overview of the uses and process for development agreements in California in anticipation of the Board's future consideration of entry into two proposed renewable energy development agreements with Bonanza Peak Solar, LLC (REDA 2026-01 and REDA 2026-02). If approved following all required environmental review, REDAs 2026-01 and 2026-02 would authorize and govern Bonanza Peak Solar's proposed 500 Megawatt solar generation facility in the Charleston View Solar Energy Development Area (SEDA) east of Death Valley National Park in Inyo County.

Renewable Energy Development Agreements 2026-01 and 2026-02 will be presented to the Planning

Commission, and then to the Board for consideration later this year, along with all associated environmental documents and related matters.

FISCAL IMPACT:

There is no fiscal impact associated with this workshop.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to conduct a workshop. This is not recommended as the workshop will help provide a foundation for later approval requests.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Highest and Best Use of Property

APPROVALS:

Cathreen Richards	Created/Initiated - 08/31/2026
Darcy Israel	Approved - 08/31/2026
Cathreen Richards	Approved - 08/31/2026
Amy Shepherd	Approved - 08/31/2026
Stacey Simon	Approved - 09/02/2026
John Vallejo	Approved - 09/02/2026
Denelle Carrington	Final Approval - 09/02/2026

ATTACHMENTS:

1. PowerPoint for Workshop Sept 8

OVERVIEW OF DEVELOPMENT AGREEMENTS

In advance of Upcoming Proposed Renewable Energy Development Agreements for the Bonanza Peak Solar Project in the Charleston View Solar Energy Development Area

WHAT ARE DEVELOPMENT AGREEMENTS?

Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed in a particular project. Although subject to negotiation, allowable land uses must be consistent with the local jurisdiction's general plan, and consistent with any applicable specific plan.

A development agreement is essentially a planning tool that allows public agencies greater latitude to advance local planning policies, sometimes in new and creative ways.

(Source: Institute for Local Self Government, *Development Agreement Manual*, 2002)

WHY ARE DEVELOPMENT AGREEMENTS USED?

Both parties to a development agreement receive benefits. In addition to the greater latitude afforded by the development agreement to advance local planning policies, the public agency has greater flexibility in imposing conditions and requirements on proposed projects, while the applicant is afforded greater assurance that once the project is approved, it can be built.

(Source: Institute for Local Self Government, *Development Agreement Manual*, 2002)

GOVERNING LAW

California **Government Code sections** 65864 **through** 65869.5 authorize cities and counties to enter into development agreements and to adopt procedures and requirements for the consideration of development agreements.

Inyo County Code Title 20 ("Development Agreements") contains the County's procedures and requirements for the consideration of development agreements. **Section 20.08.120** references Title 21 for the processing of development agreements for renewable energy projects, and specifically exempts them from review, recommendation or approval by the Planning Commission.

Inyo County Code Title 21 ("Renewable Energy Development"), together with the County's General Plan, govern the development of renewable energy in Inyo County. Within Title 21, **Section 21.08.100** authorizes the use of development agreements in lieu of renewable energy permits for renewable energy projects. These types of agreements are referred to as renewable energy development agreements (REDA) in the County Code.

LEGISLATIVE PURPOSES

State Law

"The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities." (Cal Gov't Code §65864)

Inyo County Code

"It is in the public interest to adopt a set of procedures and requirements for such applications, and the public health, safety and welfare will be promoted thereby. (Inyo County Code § 20.04.030)

DEVELOPMENT AGREEMENT V. TRADITIONAL LAND USE APPROVAL

TRADITIONAL APPROVAL

1. Rules may change after permit approval. Applicant must comply with new rules if construction has not yet begun or is in its early phases; and
2. Applicant must mitigate significant environmental impacts of the project where feasible, as required by CEQA.

DEVELOPMENT AGREEMENT

1. Applicant receives certainty as to local rules applicable to the project (land use and development regulations in effect at the time of approval govern the project);
2. Applicant must mitigate significant environmental impacts of the project where feasible, as required by CEQA; and
3. Public Agency receives consideration in the form of a public or community benefit provided by the applicant.

BONANZA PEAK SOLAR - PROPOSED REDA

Bonanza Peak Solar, LLC has entered into long-term leases with the owners of more than 2400 acres within the Charleston View Solar Energy Development Area (SEDA) and has applied to the County to build a 500 MW photovoltaic solar energy facility on 2400 acres of the site, for a period of 50 years.

Rather than process this request using traditional land use approvals, two renewable energy development agreements (REDAs) have been negotiated between staff and Bonanza and will be proposed for Board approval later this year. Each REDA covers a different region of the property and each provides for different contributions to the local community by Bonanza. In all other respects, the two REDAs are identical.

BONANZA PEAK SOLAR - PROPOSED REDA

- In this case, use of the two REDAs enables the County to achieve its planning goals while supporting community improvements in Charleston View which would not otherwise be eligible for funding through the project.

- For Bonanza, the REDAs provide certainty as to the rules that will apply to the project and also provide a vehicle to contribute to community improvement. These include the construction and equipping of a fire station in Charleston View and completion of environmental review for the Charleston View Community Plan.

- Specific detail regarding the two REDAs will be presented to the Board either prior to, or at the time of, the Board's consideration of approval. The REDAs will be presented as an informational item only to the Planning Commission on September 23.

QUESTIONS?

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

September 8, 2026

Reference ID:
2026-626

Public Hearing for and Approval of Fiscal Year 2026-2027 County Administrative Officer's Recommended Budget

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Denelle Carrington, Assistant CAO	Amy Shepherd, Auditor/Controller, Denelle Carrington, Assistant CAO, Kelsey Gonzalez, Budget Analyst

RECOMMENDED ACTION:

A) Hold a public hearing on the Fiscal Year 2026-2027 CAO Recommended Budget;
B) Discuss and/or solicit feedback on the proposed individual department budgets;
C) Adopt the Fiscal Year 2026-2027 Budget as Recommended by the County Administrator, including the recommendations presented herein;
D) Provide direction with regard to the use of Fund Balance the Auditor-Controller may certify below or in excess of $4,500,000; and
E) Set adoption of the Final Budget for September 29, 2026 or schedule a special meeting of the Board of Supervisors, depending on when Budget Hearings conclude.

BACKGROUND / SUMMARY / JUSTIFICATION:

This item will allow for the presentation of the Fiscal Year 2026-2027 County Administrative Officer's (CAO's) Recommended Budget. As a part of this item, the Board will conduct a Public Hearing, ask questions of staff, gather feedback, and respond as appropriate.

The budget can be accessed online and interacted with at https://tinyurl.com/43an3bjf. Hard copies are available for public review at the Clerk of the Board of Supervisors office, 224 N. Edwards St., Independence.

The Executive Summary for this year's budget is attached to this agenda item, or may be accessed online.

FISCAL IMPACT:

The Fiscal Year 2026-2027 CAO Recommended Budget is fully balanced, with a total of $181,773,498 in expenditures and $162,784,705 in revenues, which represents an increase of $12,008,729 over the Fiscal Year 2025-2026 Budget.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request at this time any changes it desires to the CAO Recommended Budget, which will be brought forth as part of the Final Budget on September 29, 2029. Your Board may continue the budget hearings for up to 14 days, but must approve a final budget no later than October 2, 2026.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All County departments contributed to the development of the CAO Recommended Budget.

STRATEGIC PLAN ALIGNMENT:

The County Budget supports all Strategic Focus Areas.

APPROVALS:

Darcy Israel	Created/Initiated - 08/31/2026
Darcy Israel	Approved - 08/31/2026
Denelle Carrington	Approved - 09/01/2026
John Vallejo	Approved - 09/01/2026
Amy Shepherd	Approved - 09/01/2026
Denelle Carrington	Final Approval - 09/01/2026

ATTACHMENTS:

1. Budget Numbers and Department Listing sorted by Department
2. 2026-2027 Executive Summary

Budget #	Budget Name	Department
010100	Board of Supervisors	Board of Supervisors
010200	CAO - General	County Administrative Officer
010201	CAO - ACO	County Administrative Officer
010202	CAO Economic Development	County Administrative Officer
010204	Natural Resource Development	County Administrative Officer
010205	CAO - General Relief Fund	County Administrative Officer
010300	County Clerk - General	Clerk-Recorder
010400	Auditor-Controller General	Auditor
010403	Abatement	Planning
010405	Auditor Controller - Gen Resv	Auditor
010406	Auditor Controller Geothermal	Auditor
010407	Auditor Controller - Econ Stab	Auditor
010500	TTC General	Treasurer-Tax Collector
010600	Assessor	Assessor
010700	County Counsel	County Counsel
010800	Personnel	County Administrative Officer
010900	Risk Management	County Administrative Officer
011000	Elections	Clerk-Recorder
011100	Maintenance - Building & Ground	Public Works
011400	Advertising County Resources	County Administrative Officer
011402	Grants In Support	County Administrative Officer
011403	ESCOG - Operating	County Administrative Officer
011404	EMS - Emergency Medical Services	County Administrative Officer
011405	County Marketing	County Administrative Officer
011500	Public Works	Public Works
011501	Deferred Maintenance	Public Works
011502	Court House Rehabilitation Deferred Maint	Public Works
011600	Insurance, Retirement, OASDI	Auditor
011801	Information Services	County Administrative Officer
011804	Property Tax Upgrade	County Administrative Officer
011806	IFAS Upgrade	Auditor
011808	Computer Upgrade	County Administrative Officer
011809	Consolidated Office Building	County Administrative Officer
011810	County Radio Communication Fund	County Administrative Officer
011900	General Revenues & Expenditures	Auditor
022000	Grand Jury	County Administrative Officer
022300	Law Library	County Administrative Officer
022400	District Attorney	District Attorney
022410	District Attorney - Safety	District Attorney
022420	Capital Case - District Attorney	District Attorney
022501	Child Support Services	Child Support
022600	Public Defender	County Administrative Officer
022603	Capital Case Fund	County Administrative Officer
022700	Sheriff - General	Sheriff
022701	Kitchen Services	Sheriff

Budget #	Budget Name	Department
022703	Search & Rescue	Sheriff
022706	Jail Security Project	Sheriff
022710	Sheriff - Safety Personnel	Sheriff
022900	Jail - General	Sheriff
022910	Jail - Safety	Sheriff
022920	Jail - STC	Sheriff
022950	Jail - CAD RMS Project	Sheriff
023000	Probation - General	Probation
023002	Criminal Justice Realignment	Probation
023100	Juvenile Institution	Probation
023101	Out of County Juvenile Hall	Probation
023200	Building & Safety	Public Works
023300	Agriculture Comm/Sealer	Ag Commissioner
023301	Cannabis Regulation - General Operating	Ag Commissioner
023401	Recorders Micrographic/System	Clerk-Recorder
023500	Coroner	County Administrative Officer
023600	Public Administrator	Public Guardian
023700	Office of Disaster Services	County Administrative Officer
023800	Planning & Zoning	Planning
023900	Animal Control - General	Sheriff
024102	Water Department	Water Department
024200	Fish & Game	County Administrative Officer
024300	Range Improvement	Farm Advisor
024400	Lease Rental	Farm Advisor
024502	Salt Cedar Project	Water Department
034600	Road	Public Works
034601	State Funded Road	Public Works
045100	Health - General	Health & Human Services
045101	Jail - Health	Health & Human Services
045102	Child Health & Disability Prevention	Health & Human Services
045103	HHS Emergency Prep & Response	Health & Human Services
045200	Community Mental Health	Health & Human Services
045201	Behavioral Health Services Act	Health & Human Services
045202	Opioid Settlement	Health & Human Services
045203	Progress House	Health & Human Services
045204	LPS Conservatee	Health & Human Services
045312	Drinking Driver Program	Health & Human Services
045315	Substance Use Disorders	Health & Human Services
045400	Environmental Health - General	Environmental Health
045500	California Children Services - Treatment	Health & Human Services
045501	California Children Services - Admin	Health & Human Services
045700	Recycling & Waste Management	Public Works
045701	Recycling & Waste Capital Improvement	Public Works
055800	Social Services - General	Health & Human Services
055801	FIRST Program	Health & Human Services

Budget #	Budget Name	Department
055900	COC - Continuum of Care	Health & Human Services
056300	TANF	Health & Human Services
056400	Foster Care - General	Health & Human Services
056500	General Relief	Health & Human Services
056600	Veterans Service Officer	Sheriff
056605	DNA	Sheriff
056610	RAN	Sheriff
066700	County Library	County Administrative Officer
066800	Farm Advisor	Farm Advisor
076999	Parks & Recreation	Public Works
077000	Museum	County Administrative Officer
087100	Contingencies	County Administrative Officer
150100	Bishop Airport	Public Works
150300	Independence Airport	Public Works
150400	Independence Airport - Special	Public Works
150500	Lone Pine/Death Valley Airport	Public Works
150600	Lone Pine/Death Valley Air-Sp	Public Works
150800	Shoshone Airport - Special	Public Works
152199	Water Systems - Budget	Public Works
152200	Prop 1 - Water Infrastructure Improvement	Public Works
152220	LP Water Main & Ser Lat Design	Public Works
154101	Inyo Mosquito Abatement	Ag Commissioner
200100	Motor Pool Operating	County Administrative Officer
200200	Motor Pool Replacement	County Administrative Officer
200300	Purchasing Revolving	County Administrative Officer
500458	PILT Trust	Auditor
500902	Workers Compensation Trust	County Administrative Officer
500903	County Liability Trust	County Administrative Officer
500904	Medical Malpractice Trust	County Administrative Officer
504605	Transportation & Planning Trust	Public Works
610391	Future of Public Health	Health & Human Services
610392	PATH - Justice Involved	Health & Human Services
612201	Southern Inyo Fire Grant	County Administrative Officer
612302	Cal Fire Co Coordinator Grant	County Administrative Officer
612303	Fuel Reduction Parks & Campgrounds	County Administrative Officer
612304	Fuel Reduction Vouchers	County Administrative Officer
613595	California Home Visiting Program	Health & Human Services
613726	Work Investment Act 26-27	Health & Human Services
620425	OES - VWAC - 25-26	District Attorney
620426	OES - VWAC - 26-27	District Attorney
620592	CalAIM Path3 - JI Grant	Probation
620605	Yucca Mountain	Planning
621300	ES Weed Management Grant	Ag Commissioner
621902	Owens River Water Trail Grant	Water Department
623525	Off Hwy Vehicle Grant 25-26	Sheriff

Budget #	Budget Name	Department
623526	Off Hwy Vehicle Grant 26-27	Sheriff
623723	Homeland Security 23-24	County Administrative Officer
623724	Homeland Security 24-25	Sheriff
623725	Homeland Security 25-26	Sheriff
623825	Emergency Preparedness 25-26	County Administrative Officer
623826	Emergency Preparedness 26-27	County Administrative Officer
630303	Bishop Airport Improvement Project	Public Works
630307	ARFF & Snow Equipment Storage Building	Public Works
630308	Wildlife Hazard Assessment	Public Works
630309	BIH Perimeter Fence Replacement	Public Works
630310	Bishop Airport Taxiway A Resurface	Public Works
630500	Bishop Airport Commercial Services Terminal	Public Works
640299	LATCF	County Administrative Officer
640322	Tobacco Tax Grant 22-25	Health & Human Services
641626	Maternal Child Health 26-27	Health & Human Services
641925	Women Infants & Children 25-26	Health & Human Services
641926	Women Infants & Children 26-27	Health & Human Services
642100	PHLA - Rehab & ADU/JADU Loans	County Administrative Officer
642515	CBCAP	Health & Human Services
643000	First Five	Health & Human Services
643006	Local Oral Health Program	Health & Human Services
643111	Tecopa Lagoon Project	Public Works
650200	American Rescue Plan Act 2021	County Administrative Officer
670102	Clean CA Diaz Lake	Public Works
670700	California Museum Grant 2022	County Administrative Officer
671413	CalMet Task Force	Sheriff
671507	Illegal Cannabis Suppression	Sheriff
683000	ESAAA	Health & Human Services
699900	Computer Systems Fund	County Administrative Officer
800001	Big Pine Lighting	Public Works
800101	Independence Lighting	Public Works
800201	Lone Pine Lighting	Public Works
810001	County Service Area #2	Public Works

2026-2027 BUDGET SUMMARY

Executive Summary and overview of Fiscal Year 2026-2027 Inyo County Budget

EXECUTIVE SUMMARY

The 2026-2027 County Administrative Officer (CAO) Recommended Budget demonstrates a strong commitment to financial responsibility while simultaneously ensuring sufficient funding exists to support essential services for our residents and remaining mindful of the organization's strategic priorities. Achieving a balanced budget this year required thoughtful prioritization, careful analysis, and collaborative efforts across the 20 departments and 168 budget units represented.

This year's budget is fully balanced, with a total of $181,773,498 in expenditures and $162,784,705 in revenues, which represents an increase in expenditures ($12,008,729) over the Fiscal Year 2025-2026 Board Approved Budget. The General Fund makes up approximately 57% of this year's budget (with a total of $104,156,728 in expenditures and $99,656,728 in revenues) and is projected to use $4,500,000 of Fund Balance – essentially unspent money from Fiscal Year 2025-2026.

In contrast with Fiscal Year 2025-2026, inflation seems to have slowed down for Inyo County as there is only a 2.63% or $1.07 million increase in the cost of Services and Supplies compared to a 7% overall increase last year. In the General Fund, Services and Supplies did increase by a bit over 7%, however, this is primarily due to a new contract in Professional Services in the Probation Department. Additionally, medical insurance showed a lower increase of around 12% instead of the 15% that was anticipated, along with lower increases in both Workers Compensation and Public Liability premiums.

Given the service-oriented nature of county government, it is only natural that the most significant portion of the budget (48% or $87 million) is allocated to employee salaries and benefits. Late last year, the County completed the organization's first-ever comprehensive classification and compensation study, which was guided by an outside consultant. Since that time, negotiations have concluded with all labor units, through which recommended salary adjustments were implemented. These adjustments addressed issues around internal equity as well as market competitiveness such that the County can effectively compensate our staff and support efforts to recruit, retain, and develop a high-quality workforce.

The organization applied a 2.9% Cost of Living Adjustment in July of 2026, which ensures that compensation tracks with inflation as determined by the 12-month Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario region. Through these adjustments, labor costs rose 7.09% over the prior fiscal year.

As the County recently went through the monumental effort of updating and standardizing compensation across the organization, this budget does not currently support any requests for reclassifications or changes to any existing positions and instead requests the support of the Board of Supervisors to operate within the current set of labor agreements, modifications, and adjustments for one full year without seeking new changes or revisions.

As with the previous year, it is still worth noting that the organization is continuing to experience a generational shift with roughly one-quarter of the workforce eligible to retire today with another 5% reaching eligibility over

the next 15 years. Retiree Health is one of the many benefits that Inyo County offers to employees. Recognizing the significance of the long-term liability of this program, the County continues to make a concerted effort to mitigate the associated impacts and will be working with CalPERS to create a tiered structure for future employees.

The financial investments referenced above support our communities and residents with a wide range of critical services which are regularly referred to as Core Services. In addition to these, the County is further investing significant resources in a variety of strategic priorities – guided by the 2024 Strategic Plan. Much of this investment comes in the form of projects which are aimed at upgrading aging/failing infrastructure and responding to a variety of deferred maintenance needs. There continue to be long-term, forward-leaning initiatives which require financial support, such as growing commercial air service at the Bishop Airport and stabilizing the delivery of 911 Emergency Medical Services countywide.

While the County is stretched to meet every day mandates, expectations, and wants, the agency is further challenged to support the impacts of the 2 million-plus visitors who travel to or through Inyo County each year. Without question, these visitors are vital to our local economy – which is largely tourism- and recreation-based. Though revenue is gathered through those staying in hotels and short-term rentals (in the form of Transient Occupancy Tax [TOT] as well as Sales Tax collected on qualifying purchases), the revenue earned through these instruments isn't enough to support the added impact to our existing infrastructure and public services.

Better analyzing and understanding this issue will continue to be a major focus over the next year, with one potential outcome being an increase to these two taxes. Additionally, the County is beginning a comprehensive review of the fees charged for services. County leadership is cognizant of the importance of keeping fees as low as possible to ensure affordability. At the same time, it is recognized that most of the fees charged are inadequate to cover the cost of the actual service delivery. The result is that the difference in cost is borne by the General Fund, which erodes the ability for those scarce dollars to be spent in other strategic discretionary areas.

Despite these challenges, the County continues to realize modest growth in the discretionary revenues brought in through local taxes. This year, Property Tax revenue increased by 5.41%, TOT by 11.36%, and Sales Tax by 6.49%. It is worth noting that as one of the largest public-land counties in the United States (nearly 98% of our 10,227 square-mile land base is owned and managed by federal or state partners), Inyo County's actual tax base is quite limited. While this poses a significant constraint on revenue growth through property tax, it also provides for a relatively stable and generally predictable opportunity for the purposes of budgeting.

One additional challenge in planning revenues for this year's budget is the uncertainty local agencies face with regard to the volatility of rapidly changing federal and state policy, legislation, and associated funding. As in years past, the concern continues to be what the impacts are within the Health and Human Services department and the associated services. The County continues to keep abreast of these changes and is actively working to shift funding and react to service delivery demands accordingly. Despite these efforts, there could be future adjustments to this year's budget as more clarity emerges.

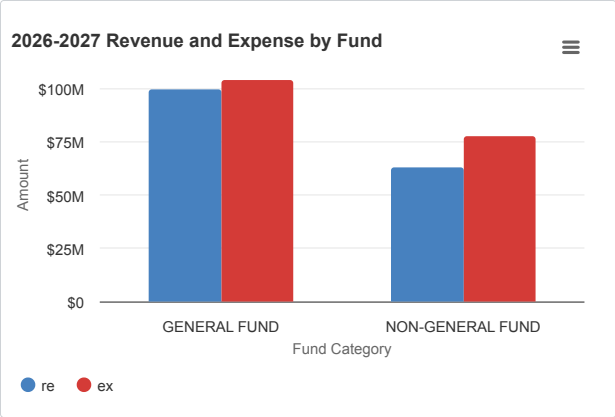
Through all of this, County leadership continues to recognize the importance of fiscal resiliency by continuing to build up General Reserves. In support of this, there is continued practice to divert a portion of unspent contingencies into reserves at the end of each fiscal year and otherwise contribute funds whenever available to unfunded liabilities for future benefit. Through these practices and this budget, Inyo County has roughly $12.9 million in Reserves at the time of this budget being published.

BUDGET SUMMARY

The following sections provide a high-level overview of the major components included in the 2026-2027 Fiscal Year budget, with more detail available in subsequent sections of the Budget Overview and within individual Department Budgets.

2026-2027 CAO Recommended Budget Summary

	DEPARTMENTAL REQUESTED			CAO RECOMMENDED		
	FY 26-27 General Fund	FY 26-27 Non-General Fund	Total	FY 26-27 General Fund	FY 26-27 Non-General Fund	FY 26-27 Total
Revenues	$96,204,534	$59,793,649	$155,998,183	$99,656,728	$63,127,977	$162,784,705
Expenses	$105,586,867	$74,991,541	$180,578,408	$104,156,728	$77,616,770	$181,773,498
TOTALS	-$9,382,333	-$15,197,892	-$24,580,225	-$4,500,000	-$14,488,793	-$18,988,793



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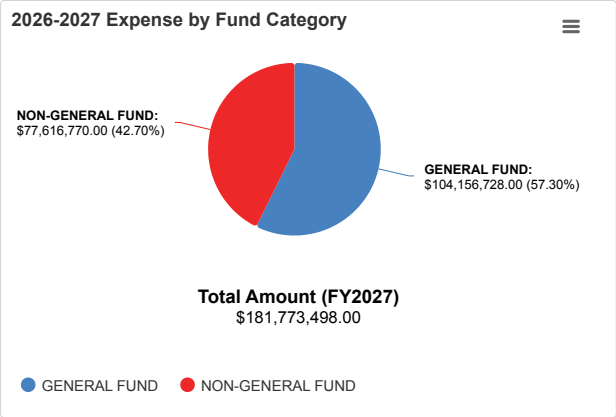

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2026-2027 Department Expenditure Summary (CAO Recommended)

	DEPARTMENTAL REQUESTED			CAO RECOMMENDED		
	FY 26-27 General Fund	FY 26-27 Non-General Fund	Total	FY 26-27 General Fund	FY 26-27 Non-General Fund	FY 26-27 Total
Revenues	$96,204,534	$59,793,649	$155,998,183	$99,656,728	$63,127,977	$162,784,705
Expenses						
AGRICULTURAL COMMISSIONER	$1,081,170	$1,138,302	$2,219,472	$1,091,220	$1,116,348	$2,207,568
ASSESSOR	$1,680,251	–	$1,680,251	$1,653,071	–	$1,653,071
AUDITOR - CONTROLLER	$3,655,846	$75,000	$3,730,846	$4,896,394	$2,846,829	$7,743,223
BOARD OF SUPERVISORS	$1,227,342	–	$1,227,342	$1,198,042	–	$1,198,042
CHILD SUPPORT SERVICES	–	$1,459,769	$1,459,769	–	$1,459,769	$1,459,769
CORONER	$374,052	–	$374,052	$300,743	–	$300,743
COUNTY ADMINISTRATIVE OFFICER	$18,941,475	$17,872,011	$36,813,486	$18,345,073	$18,594,240	$36,939,313
COUNTY CLERK	$1,184,240	$32,730	$1,216,970	$1,151,776	$32,730	$1,184,506
COUNTY COUNSEL	$1,315,391	–	$1,315,391	$1,160,597	–	$1,160,597
DISTRICT ATTORNEY	$2,696,885	$680,559	$3,377,444	$2,688,594	$680,559	$3,369,153
ENVIRONMENTAL HEALTH	$1,562,994	$0	$1,562,994	$1,567,964	$0	$1,567,964
FARM ADVISOR	$213,250	$12,000	$225,250	$213,250	$12,000	$225,250
HEALTH & HUMAN SERVICES	$31,248,446	$8,755,831	$40,004,277	$30,965,555	$8,612,843	$39,578,398
PLANNING	$2,264,383	$145,157	$2,409,540	$1,992,420	$82,982	$2,075,402
PROBATION	$5,155,606	$5,301,691	$10,457,297	$5,051,159	$5,301,691	$10,352,850

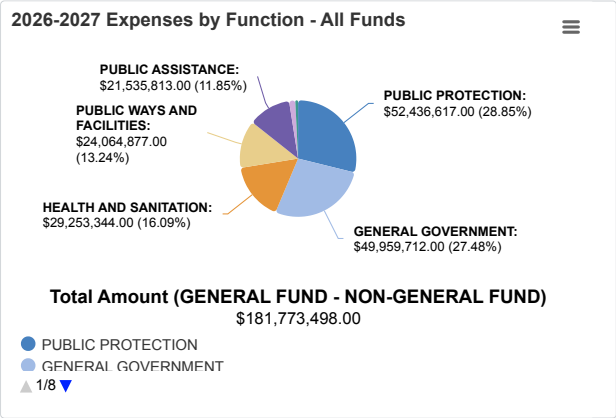
	DEPARTMENTAL REQUESTED			CAO RECOMMENDED		
	FY 26-27 General Fund	**FY 26-27 Non-General Fund**	**Total**	**FY 26-27 General Fund**	**FY 26-27 Non-General Fund**	**FY 26-27 Total**
PUBLIC ADMINISTRATOR PUBLIC GUARDIAN	$464,520	–	$464,520	$450,737	–	$450,737
PUBLIC WORKS	$6,747,167	$35,865,180	$42,612,347	$6,368,424	$35,229,290	$41,597,714
SHERIFF	$24,476,603	$227,662	$24,704,265	$23,857,507	$227,662	$24,085,169
TREASURER	$1,297,246	–	$1,297,246	$1,204,202	–	$1,204,202
TRIAL COURT	–	$0	$0	–	$0	$0
WATER	–	$3,425,649	$3,425,649	–	$3,419,827	$3,419,827
EXPENSES TOTAL	**$105,586,867**	**$74,991,541**	**$180,578,408**	**$104,156,728**	**$77,616,770**	**$181,773,498**
TOTALS	-$9,382,333	-$15,197,892	-$24,580,225	-$4,500,000	-$14,488,793	-$18,988,793

EXPENSES

The following sections provide an overview of the expenditures included in the 2026-2027 FY budget, across all funds.

EXPENSES BY FUNCTION

As depicted in the chart to the right, the 2026-2027 budget focuses on delivering a variety of services to our residents and visitors, many of which are mandated by state or federal guidelines. Beyond these, the County continues to prioritize Public Protection, Health and Sanitation, and the continued maintenance and improvement of facilities and infrastructure utilized by the public.



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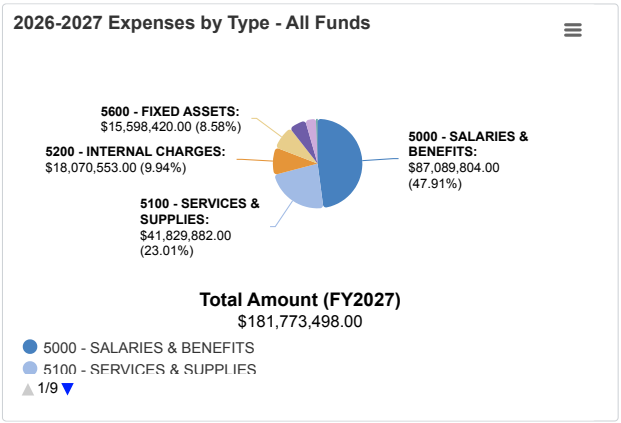

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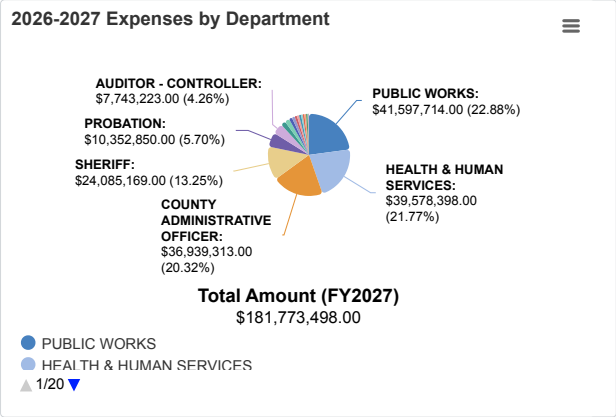
EXPENSES BY TYPE

As is expected within a service-based organization, the largest expense area is attributed to Salaries and Benefits, followed by the Services and Supplies which support the work carried out by County staff.

EXPENSES BY DEPARTMENT

The charts to the right and below outline the distribution of budget by department, and further show the subdivision of those dollars based on General and Non-General Fund.



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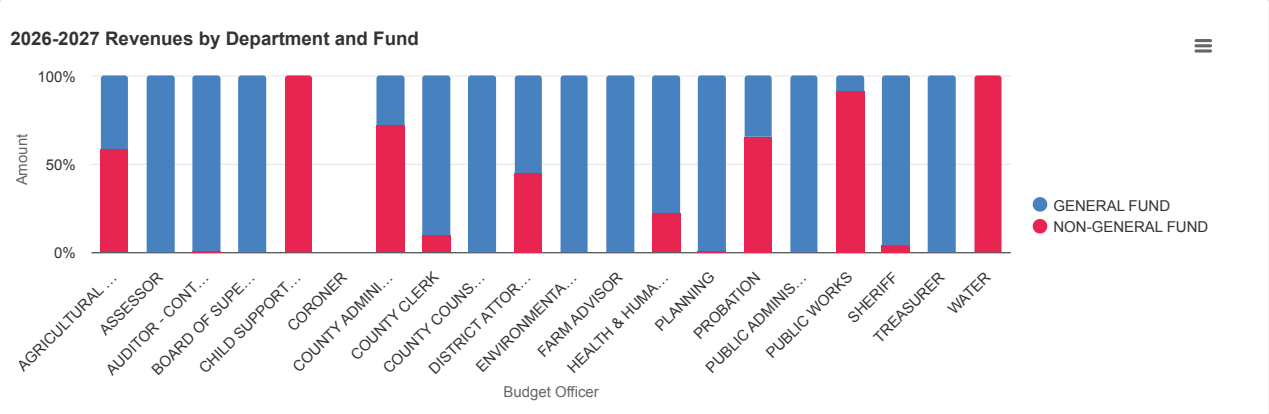
REVENUES

The following sections provide an overview of the revenue anticipated as part of the 2026-2027 FY budget, across all funds.



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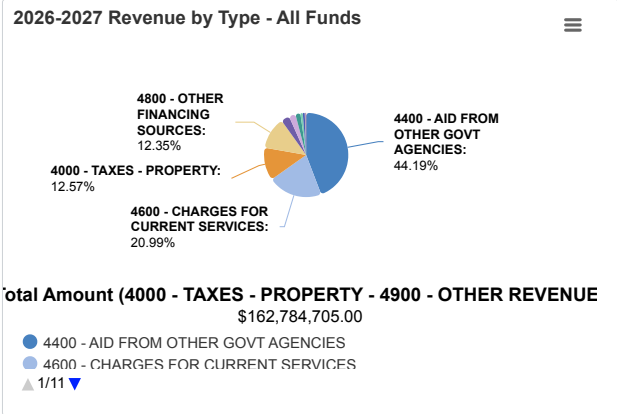

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REVENUES BY TYPE

Although General Fund revenue comprises 61% of our budget (and is generally seen as discretionary), the most significant contributor to revenue is Aid from Other Government Agencies. This funding source spans both funds and is generally directed at delivering services on behalf of state and federal agencies locally. Beyond this funding, the County relies on fees for service to support the majority of the everyday activities which are carried out. Property Tax, Sales Tax, and Transient Occupancy Tax revenue are the next largest revenue sources and are truly discretionary in nature.

26-27 CAO Recommended Revenue by Type

	CAO RECOMMENDED		
	General Fund.	**Non-General Fund.**	**Total.**
Revenues			
4000 - TAXES - PROPERTY	$20,358,000	$102,457	$20,460,457
4050 - TAXES - OTHER	$5,255,000	–	$5,255,000
4060 - TAXES - SALES	$2,050,000	$2,110,000	$4,160,000
4100 - LICENSES & PERMITS	$865,327	$620,000	$1,485,327
4200 - FINES & FORFEITURES	$1,231,557	$5,000	$1,236,557
4300 - RENTS & LEASES	$32,000	$545,103	$577,103
4350 - REV USE OF MONEY & PROPERTY	$2,043,968	$1,049,908	$3,093,876
4400 - AID FROM OTHER GOVT AGENCIES	$38,258,558	$33,681,454	$71,940,012
4600 - CHARGES FOR CURRENT SERVICES	$18,546,157	$15,624,895	$34,171,052
4800 - OTHER FINANCING SOURCES	$10,937,586	$9,173,560	$20,111,146
4900 - OTHER REVENUE	$78,575	$215,600	$294,175
REVENUES TOTAL	**$99,656,728**	**$63,127,977**	**$162,784,705**

FUND BALANCE UTILIZATION

While the County's budgeting principles and practices are strong, budgets themselves are never perfect nor precise. As a result, it is common for there to be a balance of funds remaining at the end of the fiscal year which were unspent. This amount fluctuates slightly from year-to-year based on the vacancy rate of positions, projects which were not initiated, and other reasons. Rather than try to reduce or eliminate the amount of Fund Balance at the end of each year (which is the concept in Zero-Based Budgeting, and extremely difficult to effectively execute), the County has determined an amount which seems to be comfortable to rely on each year.

The FY 2026-2027 Recommended Budget utilizes $4,500,000 of carryover Fund Balance, which is the same as last year. While additional decisions could be made by the Board to further reduce expenses by this amount, the impact of doing so would certainly result in the reduction of services and loss of funding for critical projects. Expecting and relying on Fund Balance can be seen as somewhat of a risky or irresponsible action. However, this decision is made carefully, by an expert team, and in conjunction with the analysis of the County's overall financial condition and based on analyzing data over multiple years.

It is certainly possible, though unlikely, that the amount of Fund Balance certified by the Auditor will be less than $4,500,000. In that case, the Budget Team would bring forward a set of recommendations to adjust the budget to close the gap and remain balanced. More likely is that the Auditor will certify an amount in excess of $4.5M. In this case, the Board of Supervisors should be prepared to consider ways to appropriate the additional funds. Some of these may include contributions to one or more of the following areas:

- General Fund Contingencies
- Transfer to Accumulated Capital Outlay fund to reserve for projects
- Economic Stabilization Fund
- General Reserve Fund
- Other Post-Employment Benefits (OPEB) Trust
- Other priorities of your Board of Supervisors, identified during budget hearings and for which funding is not identified in the Recommended Budget *

**As is always the case with non-recurring funding, it is strongly recommended that these funds only be used for one-time costs.*

For more information on what is included in the 2026-2027 budget, refer to the Budget Details (beginning with Workforce Investments), the General Fund Budget Overview, Non-General Fund Budget Overview, or Departmental Detail budget pages.

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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

September 8, 2026

Reference ID:
2026-519

Amendment No. 3 to the Agreement with Consor North America of Golden, CO

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Kevin Rainbolt, Engineering Assistant	Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Consor North America of Golden, CO for the provision of engineering design, environmental review, right-of-way acquisition, and limited construction support for the Carrol Creek Road Bridge Replacement Project, extending the term end date from June 30, 2026 to December 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review, right-of-way acquisition, and limited construction support for the Carrol Creek Road Bridge Replacement Project. The project is 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. The contract with Consor of North America includes bidding and construction phase services, such as responses to Requests for Information from contractors. This contract term extension will also allow Consor to complete the scope of work when the project moves to construction.

This contract amendment would ratify the original contract expiration date from June 30th 2026 to Dec 31st 2027. The contract extension was pending construction funding approval. Construction funding approval was received on 4/16/2026. During construction Consor will provide services as-needed, including pre-construction environmental surveys, responding to Requests for Information, preparing record drawings, etc.

FISCAL IMPACT:

Funding Source	Grant Funded - Caltrand/FHWA Highway Bridge Program	**Budget Unit**	034601
Budgeted?	Yes	**Object Code**	5735
Recurrence	One-Time Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $49,937 for the period between July 1, 2026 to June 30, 2027.
Future Fiscal Year Impacts
Remaining balance of the contract from July 1, 2027 to December 31, 2027.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend the contract term. This is not recommended, as the Carroll Creek Road Bridge Replacement Project will be going to bid, and bid support from the design firm may be needed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community-Supporting Infrastructure Improvements

APPROVALS:

Kevin Rainbolt	Created/Initiated - 06/30/2026
Darcy Israel	Approved - 07/01/2026
Kevin Rainbolt	Approved - 07/01/2026
Breanne Nelums	Approved - 08/18/2026
Ashley Helms	Approved - 08/18/2026
John Vallejo	Approved - 08/18/2026
Amy Shepherd	Approved - 08/18/2026
Keri Oney	Approved - 08/21/2026
David Fraser	Final Approval - 08/24/2026

ATTACHMENTS:

1. Consor [Quincy] Amendment 3
2. 20180710PW - QuincyEngineeringContract
3. 20231010PW - QuincyEngineeringContractAmend.No.1.MinutesCorrection
4. 20240709PW - QuincyEngineeringAmend2

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AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN COUNTY OF INYO

AND Consor North America, Inc.

FOR THE PROVISION OF Engineering Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Consor North America, Inc.(hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of Engineering Services services dated Tuesday, July 10, 2018, for the term from Tuesday, July 10, 2018to Tuesday, June 30, 2026.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

Section 2 is amended as follows:

The term of this Agreement shall be from Tuesday, July 10, 2018 to December 31, 2027 unless sooner terminated as provided below.

The effective date of this amendment to the Agreement is June 30, 2026.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

8/13/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

8/13/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Kortni Girardin on behalf of Amy Shepherd
3094C2B4A2DB49F...

SIGNATURE

Kortni Girardin on behalf of Amy Shepherd

FULL NAME

8/13/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

DocuSigned by:
Robert Ferguson
F7ECFCB5938043F...

SIGNATURE

Robert Ferguson

FULL NAME

8/17/2026

DATE SIGNED

Principal Engineer

TITLE

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of July 2018 an order was duly made and entered as follows:

Public Works – Quincy Engineering Contract	Moved by Supervisor Pucci and seconded by Supervisor Tillemans to: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of $876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 10th
Day of July, 2018

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: July 12, 2018*

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action

☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:

AGENDA NUMBER

15

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of $876,903;

B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of $876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, $500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: YES Date 6/22/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 6/26/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: YES Date 6/28/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 6/28/18

CONTRACT BETWEEN THE COUNTY OF INYO

AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Quincy Engineering Inc. (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm

TERMS AND CONDITIONS

1. STATEMENT OF WORK

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

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

☑ **Option 1** – for Actual Cost-Plus Fixed Fee Contracts

A. This Contract shall go into effect on July 10, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on July 31, 2021, unless extended by Contract amendment.

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

☐ **Option 2** – for On-Call Contracts

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

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

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

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of $64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Ashley Helms
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed $876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction, or more than $15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

B. Consultant 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. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding $5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

11. COUNTY PROPERTY

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

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay it subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

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

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

   a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
   b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
   c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this Section E, of if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is $876,903 dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant 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 Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

☐ Check here if C and D **DO NOT APPLY**.
(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

☑ Check here if E, F and G **DO NOT APPLY**.
(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and it subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

☐ Check here as C and D **DO NOT APPLY.**
(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Dot's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT

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

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF July, 2018.

COUNTY OF INYO

By: _____
Signature

DAN TOTHEROW
Print or Type Name

Dated: 7-10-18

CONSULTANT

By: _____
Signature

_____
Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

S Dishion/udc
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

M Baker
County Risk Manager

31. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

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---o0o---

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Dated: _____

CONSULTANT

By: _____
Signature

John S. Quincy, President
Print or Type Name

Dated: 6/22/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling $145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of $876,903(eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.

June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.

At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)

Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative

draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)

Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports

TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
  1. Encroachment Permit – Inyo County.
     If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would obtained by the designer and/or the County.

  2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.

- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data

evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.

Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a **western** patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology **at no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.

Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Project Description
- Design Hydraulic Study
- Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging & detour requirements
- Preliminary alignment drawings
- Bridge APS drawings
- Bridge Type Selection
- APS discussion and evaluation
- Construction cost estimate for each alternative
- Alignment and bridge type selection recommendation
- Summary of environmental studies and constraints
- Schedule to complete final design & construction
- 30% Plans of the preferred alternative

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all

right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.

*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final

grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental
If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs
Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation
The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

Roadway Plans (total 23)	Bridge Plans (total 14)
Title Sheet and Location Map	General Plan
Typical Cross Section (Carroll Creek Road or Walker Creek Road)	Deck Contours
Typical Cross Section (LADWP Access Road)	Foundation Plan
Layout (2)	Abutment Layout (2)
Profile (2)	Abutment Details (2)
Construction Details (Apron Details, Attenuator Details, Contour Grading)	Typical Section
Drainage Plan and Details (4)	Slab Layout
Erosion Control Plans (2)	Slab Details (3)
Construction Area Signs	Bridge Railing Details
Planting and Revegetation Plan (2)	Log of Test Borings Sheets (2)
Pavement Delineation and Sign Plan (2)	
Quantities Sheet (2)	

Task 8.1.6: Submittal of 65% Plans (Unchecked Details)
Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet

Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 ***Prepare County Boiler Plate Specifications (optional task)***
At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations

Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then

prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than $10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
   a. Go through the *acquisition steps* outlined; plus
   b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
   c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.

10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of $750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ $750 / per parcel
- Title Report, total 1 @ $750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road

Task 10.2.1: Project Management and Certification

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than $10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)
If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than $10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition
BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.

6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
   a. Go through the *acquisition steps* outlined; plus
   b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
   c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)
If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of $750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ $750 / per parcel
- Title Report, total 5 @ $750 / per parcel

Task 10.2.5: Condemnation Support (task not included)
BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed $876,903(eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Carroll Creek Bridge Replacement BRLO-5948(074)
Project No. BRLO-5948(074) Contract No. BRLO-5948(074) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	$70-$105	0.0	$ 86.00	$ -
Principal Eng. *	James Foster	JF	$70-$105	113.0	$ 86.00	$ 9,718.00
Senior Eng. *	Robert Ferguson	RF	$49-$79	275.0	$ 56.80	$ 15,620.00
Assoc Eng.	Juan Cruz	JCr	$32-$63	180.0	$ 46.10	$ 8,298.00
Senior Eng.	Mike Sanchez	MS	$49-$79	146.0	$ 65.00	$ 9,490.00
Assist Eng. II	Carlos Silva	CS	$32-$55	277.0	$ 51.30	$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	$32-$63	172.0	$ 55.10	$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	$32-$63	74.0	$ 44.10	$ 3,263.40
CAD Manager	Bob Maechler	BM	$34-$56	299.0	$ 47.10	$ 14,082.90
Survey Mgr	Jim Thornton	JT	$37-$67	25.0	$ 55.00	$ 1,375.00
Survey Tech	Alfonso Dabu	AD	$29-$47	58.0	$ 41.00	$ 2,378.00
Assoc Eng.	Ryan Kotey	RK	$32-$63	32.0	$ 46.10	$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	$37-$67	60.0	$ 46.71	$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	$29-$47	60.0	$ 43.63	$ 2,617.80
Assist Eng. I	Chris Brazil	CB	$26-$46	12.0	$ 30.80	$ 369.60
Senior PM	Carolyn Davis	CD	$55-$95	17.0	$ 71.80	$ 1,220.60
				1800.0		$ 96,398.40

LABOR COSTS

a) Subtotal Direct Labor Costs $96,398.40
b) Estimated Salary Increases for Multi-Year Project $1,201.80 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $97,600.20

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%): e) Total Fringe Benefits [(c) x (d)] $44,847.29
f) Overhead (Rate: 123.84%): g) Overhead [(c) x (f)] $120,868.09
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $165,715.38

FIXED FEE

k) Fixed Fee (12.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $31,597.87

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	1600	miles @	$0.545	$872.00
Pier Diem/ Hotel	5	days @	$150.00	$750.00
Delivery	0	@	$20.00	$0.00
Vendor Reproduction				
Mylar	39	@	$55.00	$2,145.00
81/2 X 11 Reproduction		@		$0.00
11 X 17 Reproduction		@		$0.00
Mounting Boards for Presentations		@		$0.00
Newsletters (Translation and printing)		@		$0.00
Subtotal Vendor Reproduction				$2,145.00
Title Report	0	@	$0.00	$0.00
Prevailing Wage Differential				$2,277.38
m) **TOTAL OTHER DIRECT COSTS**				$6,044.38

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

Panorama	$58,825.59	
WRECO	$23,846.00	
Kleinfelder	$8,219.74	
Bender-Rosenthal	$18,055.00	
	$108,946.33	$108,946.33

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$409,904.16**

NOTES:
1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
5 Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(074) Date 6/4/2018

Carroll Creek Bridge Replacement BRLO-5948(074)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 96,398.40	1800	=	$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.55	+	2.5%	=	$54.89	Year 1 Avg Hourly Rate
Year 2	$54.89	+	5.0%	=	$57.63	Year 2 Avg Hourly Rate
Year 3	$57.63	+	5.0%	=	$60.51	Year 3 Avg Hourly Rate
Year 4	$60.51	+	5.0%	=	$63.54	Year 4 Avg Hourly Rate
Year 5	$63.54	+	5.0%	=	$66.72	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.55	*	900	=	$48,199.20	Estimated Hours Year 1
Year 2	$54.89	*	900	=	$49,401.00	Estimated Hours Year 2
Year 3	$57.63	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$60.51	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$63.54	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$97,600.20	
	Direct Labor Subtotal before Escalation			=	$96,398.40	
	Estimated total of Direct Labor Salary Increase			=	**$1,201.80**	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(074) Project Name: Carroll Creek Bridge Replacement BRLO-5948(074)

No.	TASKS	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assist Eng. II	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief of Party **	Survey Chainman / Rodman **	Assist Eng. I	Senior PM	Quincy Total Hours	Quincy NLF Budget	Panorama	WRECO	Kleinfelder	Bender-Rosenthal	Subconsultant Subtotal	
		JQ	JF	RF	JCr	MS	CS	LSm	Aca	BM	JT	AD	RK	SCoP	SCR	CB	CD		Actual Labor Multiplier						
	Initial Hourly Rate	$86.00	$86.00	$58.80	$46.10	$65.00	$51.30	$55.10	$44.10	$47.10	$55.00	$41.00	$46.10	$48.71	$43.63	$30.80	$71.80								
	Includes Efficiencies resulting from doing Walker Creek at same time																		3.022						
1	**Project Management**																	0.0	$0					$0	
	Task 1.1 Project Management																	0.0	$0					$0	
	Schedule Updates (14)		8.0															8.0	$2,079					$0	40% reduction for efficiency
	Invoices and Progress Reports (14)		8.0															8.0	$2,079					$0	40% reduction for efficiency
	CT HBP Forms 6A-6D, 7A-7D (1 each)		3.0	2.0														5.0	$1,123					$0	40% reduction for efficiency
	Task 1.2 Project Review Meetings																	0.0	$0					$0	
	In-pereson meetings (1)		9.0	9.0														18.0	$3,883					$0	40% reduction for efficiency
	PDT Teleconferences (10)		6.0	6.0														12.0	$2,589					$0	40% reduction for efficiency
	Meeting Agendas & Summaries (14)		8.0	8.0														16.0	$3,452					$0	40% reduction for efficiency
	Task 1.3 Update Rights of Entry (4)		2.0	7.0														9.0	$1,721					$0	
2	**Environmental Documentation**																	0.0	$0	$53,776				$53,776	
	Task 2.1 Project coordination		2.0	8.0														10.0	$1,893					$0	
	Task 2.2 Biological Assessment		[illegible]	[illegible]														[illegible]	$946					$0	
	Task 10.1.3 RW Acquisition																	0.0	$0				$8,000	$8,000	
	Task 10.1.4 Title and Escrow Services **(Optional)**																	0.0	$0				$1,500	$1,500	
	Task 10.1.5 Condemnation Support **(Optional)**																	0.0	$0					$0	
11	**Bid Support**		2.0	8.0		8.0												18.0	$3,464					$0	
12	**Construction Support (Optional)**																	0.0	$0					$0	20% reduction for Efficiency
	Task 14.1 Construction Staking Information		1.0	3.0		3.0	19.0											26.0	$4,309.17					$0	40% reduction for efficiency
	Task 14.2 Construction Engineering Support		6.0	19.0		10.0												35.0	$6,784.20					$0	40% reduction for efficiency
	Task 14.2.1 Submittal Review		2.0	24.0		12.0												38.0	$6,995.72					$0	40% reduction for efficiency
	Task 14.2.2 Precast Source Inspection		1.0	10.0	10.0													21.0	$3,369.14					$0	20% reduction for Efficiency
13	**Prepare Record Drawings**		2.0	3.0		3.0				13.0								21.0	$3,474					$0	
																								$0	
	Subtotal- Hours	0	113.0	275.0	180.0	146.0	277.0	172.0	74.0	299.0	25.0	56.0	32.0	60.0	60.0	12.0	17.0	1800.0	$291,282.03					0	
	Estimated Salary Increases for Multi-Year Project																		$3,631.42						
	Other Direct Costs																		$6,044.38					0	
	Total Cost	$0	$9,718	$15,620	$8,298	$9,490	$14,210	$9,477	$3,263	$14,083	$1,375	$2,378	$1,475	$2,803	$2,618	$370	$1,221	$95,398	$300,958	$58,828	$23,646	$8,220	$18,055	$108,946	
																		OK	within $.01					OK	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
Optional Tasks not included

QUINCY ENGINEERING

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Walker Creek Bridge Replacement BRLO-5948(076)
Project No. BRLO-5948(076) Contract No. BRLO-5948(076) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	$70-$105	0	$ 86.00	$ -
Principal Eng. *	James Foster	JF	$70-$105	117	$ 86.00	$ 10,062.00
Senior Eng. *	Robert Ferguson	RF	$49-$79	286	$ 56.80	$ 16,244.80
Assoc Eng.	Juan Cruz	JCr	$32-$63	180	$ 46.10	$ 8,298.00
Senior Eng.	Mike Sanchez	MS	$49-$79	146	$ 65.00	$ 9,490.00
Assist Eng. II	Carlos Silva	CS	$32-$55	293	$ 51.30	$ 15,030.90
Assoc Eng.	Lacey Smith	LSm	$32-$63	172	$ 55.10	$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	$32-$63	74	$ 44.10	$ 3,263.40
CAD Manager	Bob Maechler	BM	$34-$56	299	$ 47.10	$ 14,082.90
Survey Mgr	Jim Thornton	JT	$37-$67	31	$ 55.00	$ 1,705.00
Survey Tech	Alfonso Dabu	AD	$29-$47	89	$ 41.00	$ 3,649.00
Assoc Eng.	Ryan Kotey	RK	$32-$63	44	$ 46.10	$ 2,028.40
Survey Chief of Party **	Survey Chief of Party	SCoP	$37-$67	71	$ 46.71	$ 3,316.41
Rodman **	Survey Chainman / Rodr	SCR	$29-$47	60	$ 43.63	$ 2,617.80
Assist Eng. I	Chris Brazil	CB	$26-$46	8	$ 30.80	$ 246.40
Senior PM	Carolyn Davis	CD	$55-$95	17	$ 71.80	$ 1,220.60
				1887		$ 100,732.81

LABOR COSTS

a) Subtotal Direct Labor Costs $100,732.81
b) Estimated Salary Increases for Multi-Year Project $1,261.92 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $101,994.73

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%): e) Total Fringe Benefits [(c) x (d)] $46,866.58
f) Overhead (Rate: 123.84%): g) Overhead [(c) x (f)] $126,310.27
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $173,176.84

FIXED FEE

k) Fixed Fee (12.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $33,020.59

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	1600	miles @	$0.545	$872.00	
Pier Diem/ Hotel	5	days @	$150.00	$750.00	
Delivery	0	@	$20.00	$0.00	
Vendor Reproduction					
Mylar	39	@	$55.00	$2,145.00	
81/2 X 11 Reproduction		@		$0.00	
11 X 17 Reproduction		@		$0.00	
Mounting Boards for Presentations		@		$0.00	
Newsletters (Translation and printing)		@		$0.00	
Subtotal Vendor Reproduction				$2,145.00	
Title Report	0	@	$0.00	$0.00	
Prevailing Wage Differential				$2,694.90	
			m) **TOTAL OTHER DIRECT COSTS**	$6,461.90	$6,461.90

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

Panorama (DBE)	$33,657.12	
WRECO (DBE)	$25,383.00	
Kleinfelder	$29,054.68	
Bender-Rosenthal	$64,250.00	
	$152,344.80	$152,344.80

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$466,998.86**

NOTES:
1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
5 Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(076) Date 6/4/2018

Walker Creek Bridge Replacement BRLO-5948(076)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 100,732.81	1887	=	$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.38	+	2.5%	=	$54.72	Year 1 Avg Hourly Rate
Year 2	$54.72	+	5.0%	=	$57.46	Year 2 Avg Hourly Rate
Year 3	$57.46	+	5.0%	=	$60.33	Year 3 Avg Hourly Rate
Year 4	$60.33	+	5.0%	=	$63.35	Year 4 Avg Hourly Rate
Year 5	$63.35	+	5.0%	=	$66.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.38	*	944	=	$50,366.41	Estimated Hours Year 1
Year 2	$54.72	*	944	=	$51,628.32	Estimated Hours Year 2
Year 3	$57.46	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$60.33	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$63.35	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$101,994.73	
	Direct Labor Subtotal before Escalation			=	$100,732.81	
	Estimated total of Direct Labor Salary Increase			=	**$1,261.92**	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(076) Project Name: Walker Creek Bridge Replacement BRLO-5948(076)

No.	TASKS	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assist Eng. II	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng.	Survey Chief of Party **	Survey Chainman / Rodman **	Assist Eng. I	Senior PM	Quincy Total Hours	Quincy Total Labor Dollars	Quincy NLF Budget	Panorama (DBE)	WRECO (DBE)	Kleinfelder	Bender-Rosenthal	Subconsultant Subtotal	
		JQ	JF	RF	JCr	MS	CS	LSm	Aca	BM	JT	AD	RK	SCoP	SCR	CB	CD		Direct Labor	Actual Labor Multiplier						
	Initial Hourly Rate	$85.00	$55.00	$56.10	$46.10	$65.00	$51.30	$55.10	$44.10	$47.10	$55.00	$41.00	$46.10	$46.71	$43.83	$30.80	$71.80									
	Includes Efficiencies resulting from doing Carroll Creek at same time																			3.022						
1	Project Management																	0.0	$0	$0					$0	
	Task 1.1 Project Management																	0.0	$0	$0					$0	
	Schedule Updates (14)		8.0															8.0	$688	$2,079					$0	40% reduction for efficiency
	Invoices and Progress Reports (14)		8.0															8.0	$688	$2,079					$0	40% reduction for efficiency
	CT HBP Forms 6A-8D, 7A-7D (1 each)		2.0	3.0														5.0	$342	$1,035					$0	40% reduction for efficiency
	Task 1.2 Project Review Meetings																	0.0	$0	$0					$0	
	In-pereson meetings (1)		10.0	10.0														20.0	$1,428	$4,315					$0	40% reduction for efficiency
	PDT Teleconferences (10)		6.0	6.0														12.0	$857	$2,589					$0	40% reduction for efficiency
	Meeting Agendas & Summaries (14)		8.0	8.0														16.0	$1,142	$3,452					$0	40% reduction for efficiency
	Task 1.3 Update Rights of Entry (4)		2.0	7.0														9.0	$570	$1,721					$0	
2	Environmental Documentation																	0.0	$0	$0	$22,668				$22,668	
	Task 2.1 Project coordination		2.0	8.0														10.0	$626	$1,893					$0	
	Task 2.2 Biological Assessment		1.0	4.0														5.0	$313	$946					$0	
	Task 2.3 Environmental Documents		2.0	8.0														10.0	[illegible]	[illegible]					$0	
11	Bid Support		2.0	8.0		8.0												18.0	$1,146	$3,464					$0	
12	Construction Support (Optional)																	0.0	$0	$0					$0	20% reduction for Efficiency
	Task 14.1 Construction Staking Information		1.0	3.0		3.0	19.0											26.0	$1,426	$4,309					$0	40% reduction for efficiency
	Task 14.2 Construction Engineering Support		6.0	19.0		10.0												35.0	$2,245	$6,784					$0	40% reduction for efficiency
	Task 14.2.1 Submittal Review		2.0	24.0		12.0												38.0	$2,315	$6,998					$0	40% reduction for efficiency
	Task 14.2.2 Precast Source Inspection		1.0	10.0	10.0													21.0	$1,115	$3,369					$0	20% reduction for Efficiency
13	Prepare Record Drawings		2.0	3.0		3.0				13.0								21.0	$1,150	$3,474					$0	
																			$0						$0	
	Subtotal- Hours	0.0	117.0	286.0	180.0	146.0	293.0	172.0	74.0	299.0	31.0	89.0	44.0	71.0	60.0	8.0	17.0	1887.0	$100,732.81	$304,379.09					0	
	Estimated Salary Increases for Multi-Year Project																		$1,261.92	$3,813.06						
	Other Direct Costs																			$6,461.90					0	
	Total Cost	$0	$10,062	$16,245	$8,298	$9,490	$15,031	$9,477	$3,263	$14,083	$1,705	$3,649	$2,028	$3,316	$2,618	$246	$1,221	$100,733	$101,995	$314,654	$33,657	$25,383	$29,055	$64,250	$152,345	
																		OK	OK	within $.01					OK	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
Optional Tasks not included

QUINCY ENGINEERING

Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	$ 20,834.94
6.2	Alignment Staking	Quincy	40	$ 6,341.30
6.4	Record of Survey	Quincy	98	$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	$ 946.38
		Panorama Environmental	45	$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	$ 946.38
		Panorama Environmental	41	$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	$ -
12	Construction Support	Quincy	119	$ 21,458.23
Total			**449**	**$ 93,268.97**

Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	$ 5,049.69
6.2	Alignment Staking	Quincy	40	$ 6,341.30
6.4	Record of Survey	Quincy	98	$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	$ -
12	Construction Support	Quincy	119	$ 21,458.23
Total			**313**	**$ 52,601.97**

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.

John S. Quincy, PE
President

ATTACHMENT C

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31,2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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

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

Verification of Coverage
Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.

3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,

5. **Safety**. The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

   Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

   Any subcontract entered into as a result of this contract shall contain all of these provisions.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of October 2023 an order was duly made and entered as follows:

Public Works – Quincy Engineering Contract Amendment No. 1/Minutes Correction	Moved by Supervisor Orrill and seconded by Supervisor Kingsley to authorize a correction of the July 27, 2021 Minutes and corresponding Board Order for the Quincy Engineering Contract Amendment No. 1, so that the record reflects the contract end date of June 30, 2024 as intended. Motion carried unanimously.

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: October 11, 2023*

WITNESS my hand and the seal of said Board this 10th
Day of October, 2023

NATHAN GREENBERG
Clerk of the Board of Supervisors

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

October 10, 2023

Reference ID:
2023-4202

Minutes Correction for Quincy Engineering Contract Amendment No. 1

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY
Travis Dean, Engineering Assistant

ITEM PRESENTED BY
Michael Errante, Public Works Director

RECOMMENDED ACTION:
Authorize correction of the July 27, 2021 Minutes and corresponding Board Order for the Quincy Engineering Contract Amendment No. 1, so that the record reflects the contract end date of June 30, 2024 as intended.

BACKGROUND / SUMMARY / JUSTIFICATION:
At the July 27, 2021 meeting of the Board of Supervisors, the Board approved Amendment 1 to the Contract with Quincy Engineering, which should have extended the contract to June 30, 2024, or until project completion. Unfortunately, there was a typo in the Agenda Request Form, which requested extending the term end date from July 31, 2021 to June 30, 2023. The language with the typo was subsequently published on the agenda and approved by the Board. The Amendment was signed by all parties, with an end date of June 30, 2024, or until project completion. The minutes and corresponding Board Order need to be corrected so that the correct contract end date is reflected in the record.

FISCAL IMPACT:

Funding Source	Highway Bridge Project funding from the Federal Highway Administration	**Budget Unit**	034601
Budgeted?	Yes	**Object Code**	5735 (Carroll) and 5736 (Walker)
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

ATTACHMENTS:

1. Quincy Engineering Amendment No. 1
2. Amended Minutes - Draft
3. Amended Board Order - Draft

APPROVALS:

Travis Dean	Created/Initiated - 9/27/2023
Darcy Ellis	Approved - 9/27/2023
Travis Dean	Approved - 9/27/2023
Ashley Helms	Approved - 9/28/2023
Grace Chuchla	Approved - 10/5/2023
Breanne Nelums	Approved - 10/5/2023
Amy Shepherd	Approved - 10/5/2023
John Pinckney	Approved - 10/5/2023
Nate Greenberg	Final Approval - 10/5/2023

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 27th day of July 2021 an order was duly made and entered as follows:

Public Works – Quincy Engineering Amendment 1	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: August 4, 2021

WITNESS my hand and the seal of said Board this 27th
Day of July, 2021

LESLIE CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

#18

County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Ashley Helms

SUBJECT: Amendment 1 to the Contract with Quincy Engineering

RECOMMENDED ACTION:
Request Board approve Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
This consultant service contract covers the engineering design, environmental review and right of way acquisition for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project. The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. Both projects are in the final phases of the right of way process and Public Works will be requesting construction funding be moved up to federal fiscal year 2022. The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors. This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:
2/13/2014 Original On-Call Contract with Quincy
2014 - 2017 Various amendments to the original contract adding design services for the two projects to the scope of work
7/10/2018 Current contract awarded (original on-call contract could not extend beyond 5 years due to federal requirements)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs associated with this contract are paid from Budget 034601 (State Funded Road), Object Codes 5735 (Carroll) and 5736 (Walker).

ATTACHMENTS:

1. 20180710PW - QuincyEngineeringContract
2. Quincy Engineering Contract Amendment 1

APPROVALS:

Ashley Helms	Created/Initiated - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Marshall Rudolph	Approved - 7/16/2021
Amy Shepherd	Approved - 7/16/2021
Michael Errante	Final Approval - 7/16/2021

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering Inc of Rancho Cordova, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to July 31, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2024, or until project completion.

The effective date of this amendment to the Agreement is July 27, 2021.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 27th DAY OF July, 2021.

COUNTY OF INYO

By: _____

Dated: 7-27-2021

CONTRACTOR

By: _____

Dated: July 20, 2021

APPROVED AS TO FORM AND LEGALITY:

Grace Cherchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

MINUTES

County of Inyo
Board of Supervisors

July 27, 2021 **AMENDED BY BOARD ORDER 10.10.23**

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:38 a.m., on July 27, 2021, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present in person and broadcasting over webinar per California Governor Executive Orders N-25-20 and N-08-21: Chairperson Jeff Griffiths, presiding, Dan Totheroh, Rick Pucci, Jennifer Roeser, and Matt Kingsley. Also present: Assistant County Administrative Officer Leslie Chapman, Assistant Clerk of the Board Darcy Ellis, and County Counsel Marshall Rudolph.

Public Comment

Chairperson Griffiths asked if there was any public comment pending for items not calendared on the agenda.

Several individuals addressed the Board to express their outrage and demand transparency, accountability, and justice in the aftermath of the use-of-force incident involving Inyo County Sheriff deputies and Bishop resident George Barlow III, who is hospitalized with serious injuries. Jolie Varela submitted a comment letter, which she also read aloud.

Chairperson Griffiths noted that, per the Brown Act, the Board cannot engage in conversation during the Public Comment period.

Closed Session

Chairperson Griffiths recessed open session at 8:39 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION*** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9: one potential case; No. 3. ***PUBLIC EMPLOYMENT – Pursuant to Government Code §54957*** – Title: County Administrator; No. 4. ***PUBLIC EMPLOYMENT – Pursuant to Government Code §54957*** – Title: County Counsel; and No. 5 ***CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6*** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); 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 – Acting County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

Open Session

Chairperson Griffiths recessed closed session and reconvened the meeting in open session at 10:22 a.m. with all Board members present.

Pledge of Allegiance

County Counsel Rudolph led the Pledge of Allegiance.

Report on Closed Session

County Counsel Rudolph reported that by unanimous vote of all Board members present, with all members in attendance, the Board appointed Assistant CAO Leslie Chapman to the position of CAO, effective immediately. He noted that the terms of the appointment would be included in a contract to be brought forth for Board approval at a future meeting.

Public Comment

Chairperson Griffiths asked if there was any public comment pending for items not calendared on the agenda.

Several individuals, including Monica Sigala, George Barlow Jr., Ramon Rodriguez, Sage Romero, and Shawn Louth spoke via Zoom to express their outrage and demand

transparency, accountability, and justice in the aftermath of the use-of-force incident involving Inyo County Sheriff deputies and Bishop resident George Barlow III, who is hospitalized serious injuries. Mr. Romero also spoke out against the Sheriff's Department "flying" Blue Lives Matter flags, which he noted is disrespectful to the flag and in violating of U.S. flag code.

Chairperson Griffiths said he understands everyone's passion, frustration, and shock, and asked for patience while the investigative process runs its course.

A few additional public comment letters were received over the course of the meeting and are included in the record.

County Department Reports

Sheriff Hollowell reported that, in an act of transparency, his office released body cam footage of the July 24 use of force incident. He said this is an active investigation, with the D.A. conducting his own independent investigation, and a press release will be sent out this afternoon.

HHS Director Marilyn Mann provided an update on the COVID-19 pandemic, including an uptick in cases at the state and national levels due to the Delta variant, and said there has been a slight increase in cases locally but nowhere near the spike being seen statewide. She added that Public Health is stocked with PPE and has a good supply chain.

Recycling & Waste Management – Gate Attendant

Moved by Supervisor Totheroh and seconded by Supervisor Roeser for the Board to find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Gate Attendant exists in Recycling and Waste Management, as certified by the Department Head and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Gate Attendant at Range 50 ($3,094 - $3,764). Motion carried unanimously.

Planning – Senior Planner

Moved by Supervisor Roeser and seconded by Supervisor Totheroh for the Board to find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Senior Planner exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Senior Planner at Range 78 ($5,971 - $7,255). Motion carried unanimously.

CAO – Kristine Eisler Contract

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to approve the agreement between the County of Inyo and Kristine L. Eisler for the Provision of Professional Services As A Public Defender for the period of August 16, 2021 through June 30, 2024, in an amount not to exceed $431,452, contingent upon the adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

HHS – Fiscal Experts Blanket P.O.

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to authorize the issuance of a blanket purchase order payable to Fiscal Experts, Inc. (Time Study Buddy) in the amount of $19,000 for the automated time study and time card system in all Health & Human Services Programs for Fiscal Year 2021-2022, contingent upon the adoption of the Fiscal Year 2021-2022 Budget. Motion carried unanimously.

HHS-Behavioral Health – DHCS DMC Amendment 1

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to approve Amendment No. 20-10178 A01 to the three-year contract between the County of Inyo and the Department of Health Care Services (DHCS) for Drug Medi-Cal (DMC) services for substance use treatment, increasing the contract to an annual amount of $224,500, and a total contract amount not to exceed $673,500, for the period beginning July 1, 2020 through June 30, 2023, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director to sign the Standard Agreement (STD Form 213), and one (1) California Civil Rights Laws Certification. Motion carried unanimously.

HHS-Behavioral Health – Interim

Moved by Supervisor Pucci and seconded by Supervisor Kingsley to appoint Marilyn Mann, HHS Director, as the Interim Local Mental Health Director and the authorized LPS (Lanterman-Petris-Short) Conservator, and authorize the Acting County Administrator to sign an Interim

Local Mental Health Director	Local Mental Health Director Appointment Letter. Motion carried unanimously.
HHS-Social Services – Pitney Bowes Blanket P.O.	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to authorize the issuance of a blanket purchase order payable to Pitney Bowes in the amount of $15,000 for postage in the Social Services Programs for Fiscal Year 2021-2022, contingent upon adoption of the Fiscal Year 2021-2022 Budget. Motion carried unanimously.
Public Works – Quincy Engineering Amendment 1	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2024, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
Public Works – Labor Day Parade Detour/Reso # 2021-40	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to approve Resolution No. 2021-40, titled, "A Resolution of the Inyo County Board of Supervisors Designating a Standardized Detour for an Annual Labor Day Parade in Bishop; and Authorizing the Road Commissioner or his Designee to Execute Documents Related to this Closure," and authorize the Chairperson to sign. Motion carried unanimously.
HHS-Behavioral Health – ICOE North Star Contract	Supervisor Roeser requested that the item be pulled from the Consent Agenda and moved to Departmental for discussion and clarification. Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the contract between the County of Inyo and Inyo County Office of Education for the implementation of the Mental Health Services Act (MHSA) Prevention Early Intervention (PEI) North Star Counseling Program Services in an amount not to exceed $80,000 for the period of August 1, 2021 through June 30, 2022, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
Child Support – Child Support Awareness Month	Moved by Supervisor Totheroh and seconded by Supervisor Pucci to approve a proclamation declaring August 2021 as Child Support Awareness Month in Inyo County. Motion carried unanimously.
Ag Commissioner-OVMAP – FY 21-22 Assessments/ Reso # 2021-41	Moved by Supervisor Roeser and seconded by Supervisor Pucci to adopt Resolution No. 2021-41 approving the Engineer's Report and confirming the diagram and assessments for the Fiscal Year 2021-2022 for the "Owens Valley Mosquito Abatement Program Assessment" and the "Mosquito Control and Disease Prevention Assessment." Motion carried unanimously.
HHS – Second Quarter DHCS Payment	Moved by Supervisor Roeser and seconded by Supervisor Totheroh to ratify and approve the 2nd Quarter Payment to Department of Health Care Services, in the amount of $17,381.00, for the County's share of the expenditures for the CCS treatment program, pursuant to Sections 123800-123955 of the Health and Safety code and Budget Act. Motion carried unanimously.
HHS-Behavioral Health – DHCS MAT MOU	Moved by Supervisor Kingsley and seconded by Supervisor Pucci to ratify and approve the Memorandum of Understanding (MOU) with Department of Health Care Services (DHCS) for continued implementation of Medication Assisted Treatment (MAT) expansion in the Inyo County Jail from July 1, 2021 through August 31, 2022 and authorize the HHS Director to sign the MOU. Motion carried unanimously.
Parks & Recreation – Tecopa Hot Springs Concessionaire Agreement	Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to ratify and approve the concessionaire's agreement between the County of Inyo and Tecopa Hot Springs Conservancy, LLC of Las Vegas, NV for the operation and maintenance of the Tecopa Hot Springs Campground and Pools in Tecopa, CA for the period of July 1, 2021 through June 30, 2031, with two options to extend through June 30, 2041, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.
Clerk of the Board – Approval of Minutes	Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve the minutes of the regular Board of Supervisors meetings of July 6, 2021 and July 20, 2021, and the special Board of Supervisors meeting of July 20, 2021. Motion carried unanimously.
Correspondence-	Moved by Supervisor Roeser and seconded by Supervisor Pucci to: A) authorize the Commission to send a letter to the California Department of Fish and Wildlife concurring with

Action – Fish & Wildlife Commission Letter

CDFW's policy to request local staff attending monthly Commission meetings and provide department updates; and B) approve a similar letter from the Board of Supervisors. Motion carried unanimously.

Public Comment

The Chairperson solicited public comment for the final public comment period.

The Assistant Clerk of the Board did not receive any emailed comments and nobody requested to speak to the Board via the "hand-raising" feature on Zoom.

Board Member and Staff Reports

Supervisor Roeser gave kudos to Recycling & Waste Management Superintendent Cap Aubrey and his staff for attending to a litter issue near the Bishop Landfill, and said she attended a recent meeting of the Local Transportation Commission.

Supervisor Pucci said he also attended the LTC meeting and has been inundated with phone calls about the use-of-force incident and dispersed camping issues.

Supervisor Kingsley said he wanted to thank staff for their efforts the past couple of weeks during a sad and stressful time following the death of CAO Clint Quilter. He said he appreciated the level of support given by Leslie Chapman, Sue Dishion, Darcy Ellis, and all staff, and that it's important the County family continues to support each other and keep moving ahead during this time.

CAO Chapman said if she didn't seem grateful for the appointment to her post, it is only because she still mourns the loss of Clint. She said she is honored to be able to help provide some stability during this time and has big shoes to fill, but do the absolute best she can.

Supervisor Totheroh said he attended a meeting of the Owens Valley Groundwater Association last week.

Chairperson Griffiths said he dealt with housing and IMACA issues last week, and noted that Tuesday's veterans housing meeting was canceled due to Clint's passing.

Adjournment

Chairperson Griffiths adjourned the meeting at 11:46 a.m. to 8:30 a.m. Tuesday, August 3, 2021 in the County Administrative Center in Independence.

Jeff Griffiths

Chairperson, Inyo County Board of Supervisors

Attest: *LESLIE CHAPMAN*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

In the Rooms of the Board of Supervisors

County of Inyo, State of California

AMENDED BY BOARD ORDER 10.10.23

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 27th day of July 2021 an order was duly made and entered as follows:

Public Works – Quincy Engineering Amendment 1	Moved by Supervisor Pucci and seconded by Supervisor Kingsley to Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2024, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: August 4, 2021

WITNESS my hand and the seal of said Board this 27th
Day of July, 2021

LESLIE CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

#18

County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 27, 2021

FROM: Ashley Helms

SUBJECT: Amendment 1 to the Contract with Quincy Engineering

RECOMMENDED ACTION:
Request Board approve Amendment No. 1 to the contract between the County of Inyo and Quincy Engineering Inc. of Rancho Cordova, CA, extending the term end date from July 31, 2021 to June 30, 2023, contingent upon the adoption of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
This consultant service contract covers the engineering design, environmental review and right of way acquisition for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project. The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. Both projects are in the final phases of the right of way process and Public Works will be requesting construction funding be moved up to federal fiscal year 2022. The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors. This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

BACKGROUND/HISTORY OF BOARD ACTIONS:
2/13/2014 Original On-Call Contract with Quincy
2014 - 2017 Various amendments to the original contract adding design services for the two projects to the scope of work
7/10/2018 Current contract awarded (original on-call contract could not extend beyond 5 years due to federal requirements)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to extend the term of this contract, this is not recommended, as the projects are not complete.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Costs associated with this contract are paid from Budget 034601 (State Funded Road), Object Codes 5735 (Carroll) and 5736 (Walker).

ATTACHMENTS:

1. 20180710PW - QuincyEngineeringContract
2. Quincy Engineering Contract Amendment 1

APPROVALS:

Ashley Helms	Created/Initiated - 7/16/2021
Darcy Ellis	Approved - 7/16/2021
Marshall Rudolph	Approved - 7/16/2021
Amy Shepherd	Approved - 7/16/2021
Michael Errante	Final Approval - 7/16/2021

AMENDMENT NUMBER _1_ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and _Quincy Engineering Inc_ of _Rancho Cordova, CA_ (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated _July 10, 2018_, on County of Inyo Standard Contract No. 146.1, for the term from _July 10, 2018_ to _July 31, 2021._

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2024, or until project completion.

The effective date of this amendment to the Agreement is _July 27, 2021_.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 27th DAY OF July, 2021.

COUNTY OF INYO

By: _____

Dated: 7-27-2021

CONTRACTOR

By: _____

Dated: July 20, 2021

APPROVED AS TO FORM AND LEGALITY:

Grace Chuchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of July 2018 an order was duly made and entered as follows:

Public Works – Quincy Engineering Contract	Moved by Supervisor Pucci and seconded by Supervisor Tillemans to: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of $876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 10th
Day of July, 2018

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By:

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: July 12, 2018*

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action

☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of $876,903;

B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of $876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, $500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: YES Date 6/22/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 6/26/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: YES Date 6/23/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 6/28/18

CONTRACT BETWEEN THE COUNTY OF INYO

AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Quincy Engineering Inc. (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm

TERMS AND CONDITIONS

1. STATEMENT OF WORK

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

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

☑ **Option 1** – for Actual Cost-Plus Fixed Fee Contracts

A. This Contract shall go into effect on July 10, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on July 31, 2021, unless extended by Contract amendment.

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

☐ **Option 2** – for On-Call Contracts

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

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

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

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "II" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of $64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Ashley Helms
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed $876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction, or more than $15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

B. Consultant 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. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding $5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

11. COUNTY PROPERTY

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

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay it subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

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

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

    a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
    b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
    c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this Section E, of if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is $876,903 dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant 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 Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

☐ Check here if C and D **DO NOT APPLY**.
(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

☑ Check here if E, F and G **DO NOT APPLY**.
(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and it subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

☐ Check here as C and D **DO NOT APPLY.**
(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Dot's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT

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

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF July, 2018.

COUNTY OF INYO

By: _____
Signature

DAN TOTHEROW
Print or Type Name

Dated: 7-10-18

CONSULTANT

By: _____
Signature

_____
Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

S Dionne Lutz
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Baker
County Risk Manager

31. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT

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

---o0o---

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Dated: _____

CONSULTANT

By: _____
Signature

John S. Quincy, President
Print or Type Name

Dated: 6/22/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling $145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of $876,903(eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.

June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.

At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)

Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative

draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)

Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports

TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

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- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
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- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
  1. Encroachment Permit – Inyo County.
     If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would obtained by the designer and/or the County.

  2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.

- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data

evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.

Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a **western** patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology **at no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.

Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Project Description
- Design Hydraulic Study
- Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging & detour requirements
- Preliminary alignment drawings
- Bridge APS drawings
- Bridge Type Selection
- APS discussion and evaluation
- Construction cost estimate for each alternative
- Alignment and bridge type selection recommendation
- Summary of environmental studies and constraints
- Schedule to complete final design & construction
- 30% Plans of the preferred alternative

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all

right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.

*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final

grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental
If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs
Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation
The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

Roadway Plans (total 23)	Bridge Plans (total 14)
Title Sheet and Location Map	General Plan
Typical Cross Section (Carroll Creek Road or Walker Creek Road)	Deck Contours
Typical Cross Section (LADWP Access Road)	Foundation Plan
Layout (2)	Abutment Layout (2)
Profile (2)	Abutment Details (2)
Construction Details (Apron Details, Attenuator Details, Contour Grading)	Typical Section
Drainage Plan and Details (4)	Slab Layout
Erosion Control Plans (2)	Slab Details (3)
Construction Area Signs	Bridge Railing Details
Planting and Revegetation Plan (2)	Log of Test Borings Sheets (2)
Pavement Delineation and Sign Plan (2)	
Quantities Sheet (2)	

Task 8.1.6: Submittal of 65% Plans (Unchecked Details)
Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet

Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 ***Prepare County Boiler Plate Specifications (optional task)***

At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations

Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then

prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than $10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
   a. Go through the *acquisition steps* outlined; plus
   b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
   c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.

10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of $750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ $750 / per parcel
- Title Report, total 1 @ $750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road

Task 10.2.1: Project Management and Certification

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than $10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)
If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than $10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition
BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.

6. The acquisition task assumes a settlement by the sixth contact either In person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
   a. Go through the *acquisition steps* outlined; plus
   b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
   c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of $750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ $750 / per parcel
- Title Report, total 5 @ $750 / per parcel

Task 10.2.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed $876,903(eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Carroll Creek Bridge Replacement BRLO-5948(074)
Project No BRLO-5948(074) Contract No. BRLO-5948(074) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	$70-$105	0.0	$ 86.00	$ -
Principal Eng *	James Foster	JF	$70-$105	113.0	$ 86.00	$ 9,718.00
Senior Eng *	Robert Ferguson	RF	$49-$79	275.0	$ 56.80	$ 15,620.00
Assoc Eng	Juan Cruz	JCr	$32-$63	180.0	$ 46.10	$ 8,298.00
Senior Eng	Mike Sanchez	MS	$49-$79	146.0	$ 65.00	$ 9,490.00
Assist Eng. II	Carlos Silva	CS	$32-$55	277.0	$ 51.30	$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	$32-$63	172.0	$ 55.10	$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	$32-$63	74.0	$ 44.10	$ 3,263.40
CAD Manager	Bob Maechler	BM	$34-$56	299.0	$ 47.10	$ 14,082.90
Survey Mgr	Jim Thornton	JT	$37-$67	25.0	$ 55.00	$ 1,375.00
Survey Tech	Alfonso Dabu	AD	$29-$47	58.0	$ 41.00	$ 2,378.00
Assoc Eng	Ryan Kotey	RK	$32-$63	32.0	$ 46.10	$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	$37-$67	60.0	$ 46.71	$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	$29-$47	60.0	$ 43.63	$ 2,617.80
Assist Eng. I	Chris Brazil	CB	$26-$48	12.0	$ 30.80	$ 369.60
Senior PM	Carolyn Davis	CD	$55-$95	17.0	$ 71.80	$ 1,220.60
				1800.0		$ 96,396.40

LABOR COSTS

a) Subtotal Direct Labor Costs $96,396.40
b) Estimated Salary Increases for Multi-Year Project $1,201.80 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$97,600.20**

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%): e) Total Fringe Benefits [(c) x (d)] $44,847.29
f) Overhead (Rate: 123.84%): g) Overhead [(c) x (f)] $120,868.09
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $165,715.38

FIXED FEE

k) Fixed Fee (12.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) **$31,597.87**

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	1600 miles	@	$0.545	$872.00
Per Diem/ Hotel	5 days	@	$150.00	$750.00
Delivery	0	@	$20.00	$0.00
Vendor Reproduction				
Mylar	39	@	$55.00	$2,145.00
8 1/2 X 11 Reproduction		@		$0.00
11 X 17 Reproduction		@		$0.00
Mounting Boards for Presentations		@		$0.00
Newsletters (Translation and printing)		@		$0.00
Subtotal Vendor Reproduction				$2,145.00
Title Report	0	@	$0.00	$0.00
Prevailing Wage Differential				$2,277.38
m) TOTAL OTHER DIRECT COSTS				$6,044.38

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

Panorama	$58,825.59	
WRECO	$23,846.00	
Kleinfelder	$8,219.74	
Bender-Rosenthal	$18,055.00	
	$108,946.33	$108,946.33

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$409,904.16**

NOTES:
1. Key personnel marked with an asterisk (*)
2. Employees subject to prevailing wage marked with two asterisks (**)
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
5. Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(074) Date 6/4/2018

Carroll Creek Bridge Replacement BRLO-5948(074)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 96,398.40	1800	=	$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.55	+	2.5%	=	$54.89	Year 1 Avg Hourly Rate
Year 2	$54.89	+	5.0%	=	$57.63	Year 2 Avg Hourly Rate
Year 3	$57.63	+	5.0%	=	$60.51	Year 3 Avg Hourly Rate
Year 4	$60.51	+	5.0%	=	$63.54	Year 4 Avg Hourly Rate
Year 5	$63.54	+	5.0%	=	$66.72	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.55	*	900	=	$48,199.20	Estimated Hours Year 1
Year 2	$54.89	*	900	=	$49,401.00	Estimated Hours Year 2
Year 3	$57.63	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$60.51	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$63.54	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$97,600.20	
	Direct Labor Subtotal before Escalation			=	$96,398.40	
	Estimated total of Direct Labor Salary Increase			=	$1,201.80	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal

Cost Proposal

(Project number: BRLO-5948(074)) Project Name: Camp Creek Bridge Replacement BRLO-5948(074)

	TASKS	Project Manager	Project Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Senior Engineer	CADD Manager	Senior Engineer	Senior Tech	Senior Engineer	Senior Chief of Party	Senior Environmental Specialist	Senior Engineer	Senior Engineer	Quincy Total Hours	Quincy Sub (Dollars)	Hamilton	SREECO	Kim Nielsen	Randell Nielsen	Subconsultant Subtotal	
		JG	JF	JH	JD	MS	CS	LSH	ACa	BM	JT	AO	RK	SCaP	SCH	CS	CJ		Actual Labor Multiplier						
	Hourly Rate	$46.00	$55.00	$54.00	$46.10	$65.00	$51.00	$55.10	$44.10	$47.10	$55.00	$41.00	$46.10	$45.71	$43.63	$20.00	$71.50							
	Includes Efficiencies resulting from doing Walker Creek at same time																		3.022					
1	Project Management																							
	Task 1.1 Project Management																0.0	$0					$0	
																	0.0	$0					$0	
	Schedule Updates (14)		8.0														8.0	$2,079					$0	40% reduction for efficiency
	Invoices and Progress Reports (14)		8.0														8.0	$2,079					$0	40% reduction for efficiency
	12 HBP Forms Based Upon Monthly Reports		3.0	2.0													5.0	$1,129					$0	40% reduction for efficiency
	Task 1.2 Project Review Meetings																0.0	$0					$0	
	Internal Meetings (7)		3.0	3.0													16.0	$3,459					$0	40% reduction for efficiency
	PDT Teleconferences (12)		3.0	3.0													12.0	$2,599					$0	40% reduction for efficiency
	Meeting Agendas & Summaries (24)		8.0	8.0													16.0	$3,462					$0	40% reduction for efficiency
	Task 1.3 Update Rights of Entry (4)		2.0	2.0													4.0	$1,721					$0	
2	Environmental Documentation																0.0	$0	$53,775				$53,775	
	Task 2.1 Project Coordination		2.0	8.0													10.0	$1,692					$0	
	Task 10.1.3 RW Appraisal		[illegible]	[illegible]													0.0	[illegible]					$0	
	Task 10.1.4 Title and Escrow Services (Optional)																0.0	$0				$35,000	$35,000	
	Task 10.1.5 Condemnation Support (Optional)																0.0	$0				$1,500	$1,500	
																	0.0	$0					$0	
11	Bid Support		2.0	8.0		8.0											18.0	$3,454					$0	
12	Construction Support (Optional)																0.0	$0					$0	20% reduction for Efficiency
	Task 14.1 Construction Staking Inspection		1.0	3.0		3.0	14.0										20.0	$4,309.17					$0	42% reduction for efficiency
	Task 14.2 Construction Engineering Support		6.0	19.0		19.0											38.0	$6,764.20					$0	42% reduction for efficiency
	Task 14.2.1 Submittal Review		2.0	24.0		12.0											38.0	$5,965.72					$0	42% reduction for efficiency
	Task 14.2.2 Project Source Inspection		5.0	16.0	10.0												21.0	$3,389.14					$0	20% reduction for Efficiency
13	Prepare Record Drawings		2.0	3.0		3.0			13.0								21.0	$3,474					$0	
																							$0	
	Subtotal- Hours	0	113.0	275.0	160.0	146.0	277.0	172.0	74.0	295.0	25.0	58.0	32.0	60.0	60.0	12.0	17.0	1600.0	$291,282.03				0	
	Estimated Salary Increases for Multi-Year Project																		$3,631.43					
	Other Direct Costs																		$5,044.38				0	
	Total Cost	$0	$5,198	$14,850	$8,288	$9,490	$14,212	$9,477	$3,293	$14,283	$1,375	$2,378	$1,475	$2,903	$2,618	$270	$1,221	$96,308	$300,954	$58,828	$23,846	$8,200	$18,055	$109,948
																		OK	within 1.01				OK	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The Overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
Optional Tasks not included

QUINCY ENGINEERING

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant: **Quincy Engineering, Inc.**
Project Name: Walker Creek Bridge Replacement BRLO-5948(076)
Project No.: BRLO-5948(076) Contract No.: BRLO-5948(076) Date: 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng	John Quincy	JQ	$70-$105	0	$ 86.00	$ -
Principal Eng *	James Foster	JF	$70-$105	117	$ 86.00	$ 10,062.00
Senior Eng. *	Robert Ferguson	RF	$49-$79	286	$ 56.80	$ 16,244.80
Assoc Eng.	Juan Cruz	JCr	$32-$63	180	$ 46.10	$ 8,298.00
Senior Eng.	Mike Sanchez	MS	$49-$79	146	$ 65.00	$ 9,490.00
Assist Eng. II	Carlos Silva	CS	$32-$55	293	$ 51.30	$ 15,030.90
Assoc Eng.	Lacey Smith	LSm	$32-$63	172	$ 55.10	$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	$32-$63	74	$ 44.10	$ 3,263.40
CAD Manager	Bob Maechler	BM	$34-$56	299	$ 47.10	$ 14,082.90
Survey Mgr	Jim Thornton	JT	$37-$67	31	$ 55.00	$ 1,705.00
Survey Tech	Alfonso Dabu	AD	$29-$47	89	$ 41.00	$ 3,649.00
Assoc Eng	Ryan Kotey	RK	$32-$63	44	$ 46.10	$ 2,028.40
Survey Chief of Party **	Survey Chief of Party	SCoP	$37-$67	71	$ 46.71	$ 3,316.41
Rodman **	Survey Chainman / Rode	SCR	$29-$47	60	$ 43.63	$ 2,617.80
Assist Eng. I	Chris Brazil	CB	$26-$46	8	$ 30.80	$ 246.40
Senior PM	Carolyn Davis	CD	$55-$95	17	$ 71.80	$ 1,220.60
				1887		$ 100,732.81

LABOR COSTS

a) Subtotal Direct Labor Costs $100,732.81
b) Estimated Salary Increases for Multi-Year Project **$1,261.92** *(see calculation page attached)*
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **$101,994.73**

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%): e) Total Fringe Benefits [(c) x (d)] $46,866.58
f) Overhead (Rate: 123.84%): g) Overhead [(c) x (f)] $126,310.27
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $173,176.84

FIXED FEE

k) Fixed Fee (12.0%): l) TOTAL FIXED FEE [(c) + (j)] x (k) **$33,020.59**

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	1600 miles @		$0.545	$872.00
Per Diem/ Hotel	5 days @		$150.00	$750.00
Delivery	0	@	$20.00	$0.00
Vendor Reproduction				
Mylar	39	@	$55.00	$2,145.00
8 1/2 X 11 Reproduction		@		$0.00
11 X 17 Reproduction		@		$0.00
Mounting Boards for Presentations		@		$0.00
Newsletters (Translation and printing)		@		$0.00
Subtotal Vendor Reproduction				$2,145.00
Title Report	0	@	$0.00	$0.00
Prevailing Wage Differential				$2,694.90
m) TOTAL OTHER DIRECT COSTS				$6,461.90

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

Panorama (DBE)	$33,657.12	
WRECO (DBE)	$25,383.00	
Kleinfelder	$29,054.68	
Bender-Rosenthal	$64,250.00	
	$152,344.80	$152,344.80

o) TOTAL COST [(c) + (j) + (l) + (m) + (n)] **$466,998.86**

NOTES:
1. Key personnel marked with an asterisk (*)
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item "b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
5. Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No BRLO-5948(076) Date 6/4/2018

Walker Creek Bridge Replacement BRLO-5948(076)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 100,732 81	÷	1887	=	$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.38	+	2.5%	=	$54.72	Year 1 Avg Hourly Rate
Year 2	$54.72	+	5.0%	=	$57.46	Year 2 Avg Hourly Rate
Year 3	$57.46	+	5.0%	=	$60.33	Year 3 Avg Hourly Rate
Year 4	$60.33	+	5.0%	=	$63.35	Year 4 Avg Hourly Rate
Year 5	$63.35	+	5.0%	=	$66.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.38	*	944	=	$50,366.41	Estimated Hours Year 1
Year 2	$54.72	*	944	=	$51,628.32	Estimated Hours Year 2
Year 3	$57.46	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$60.33	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$63.35	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$101,994.73	
	Direct Labor Subtotal before Escalation			−	$100,732.81	
	Estimated total of Direct Labor Salary Increase			=	$1,261.92	Transfer to Page 1

NOTES

- This assumes that an average of one half year will be worked at the rate on the cost proposal

Cost Proposal

Project Number: BRLO-5944(079) Project Name: Walnut Creek Bridge Replacement BRLO-5944(079)

No	TASKS	Principal Eng	Principal Eng	Sr. Project Eng	Project Eng	Project Eng	Assoc Eng I	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Admin Eng	Survey Chief of Party	Survey Chief of Party	Project Eng II	Project Eng	Secretary	Burdened Total Hours	Survey Total Labor Dollars	Survey Sub Budget	Hernandez (DBE)	WSE (DBE)	Kleinfelder	Hardin-Kocimski	Subconsultant Subtotal
	Initial Hourly Rate	$56.00	$88.00	$56.40	$48.10	$63.00	$51.00	$39.15	$44.10	$47.12	$80.00	$41.00	$46.12	$48.11	$43.83	$30.00	$31.00			Direct Labor	Active Labor Multiplier					
	Includes Efficiencies resulting from doing Carroll Creek at same time																				3.022					
1	Project Management																		0.0	$0	$0					$0
	Task 1.1 Project Management																		0.0	$0	$0					$0
	Schedule Updates (14)		5.0																5.0	$568	$2,279					$0
	Invoices and Progress Reports (14)		5.0																5.0	$568	$2,279					$0
	CT HSR Forms (4-BD, 1-AD, 1-D) each		2.0	1.0															3.0	$342	$1,032					$0
	Task 1.2 Project Review Meetings																		0.0	$0	$0					$0
	In-person meetings (5)		10.0	10.0															20.0	$1,420	$4,315					$0
	PDT Teleconferences (10)		5.0	6.0															12.0	$837	$2,568					$0
	Meeting Agendas & Summaries (54)		8.0	3.0															10.0	$1,142	$3,450					$0
	Task 1.3 Update Rights of Entry (4)		2.0	1.0															3.0	$357.0	$1,721					$0
2	Environmental Documentation																		0.0	$0	$0	$20,866				$20,866
	Task 2.1 Project coordination		2.0	8.0															10.0	$620	$1,883					$0
	Task 2.2 Biologic Assessment		1.0	4.0															5.0	$310	$940					$0
	Task 2.3 Environmental Documents		2.0	4.0															6.0	$372	$1,124					$0
11	Bid Support		2.0	3.0		8.0													13.0	$1,776	$3,284					$0
12	Construction Support (Optional)																		0.0	$0	$0					$0
	Task 12.1 Construction Staking Information		1.0	3.0		3.0	18.0												25.0	$1,420	$4,300					$0
	Task 12.2 Construction Engineering Support		6.0	19.0		10.0													35.0	$2,240	$6,794					$0
	Task 12.2.1 Submittal Review		2.0	24.0		12.0													38.0	$2,310	$6,995					$0
	Task 12.2.2 Project Source Inspection		1.0	19.0	15.0														21.0	$1,170	$3,309					$0
13	Prepare Record Drawings		2.0	3.0		3.0				13.0									21.0	$1,150	$3,474					$0
																				$0						$0
	Subtotal Hours	0.0	117.0	285.0	18.0	145.0	292.0	172.0	74.0	299.0	31.0	69.0	44.0	71.0	60.0	8.0	17.0	1887.0		$100,732.81	$304,179.09					0
	Estimated Salary Increases for Multi-Year Project																			$1,264.92	$3,213.06					
	Other Direct Costs																				$6,481.90					0
	Total Cost	$0	$10,002	$16,245	$8,298	$9,490	$15,031	$9,477	$3,263	$14,083	$1,705	$3,049	$2,028	$3,316	$2,618	$246	$1,221	$100,733	$101,993	$314,654	$33,657	$35,383	$29,055	$64,250	$152,345	
																		OK	OK	within $.01						OK

Note: Invoices will be based upon actual City hourly rates plus overhead at 169.79%
plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.
The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree
to modify the rate in writing.
Optional Tasks not included

40% reduction for efficiency	
40% reduction for efficiency	
40% reduction for efficiency	
40% reduction for efficiency	
40% reduction for efficiency	
40% reduction for efficiency	
20% reduction for Efficiency	
40% reduction for efficiency	
40% reduction for efficiency	
40% reduction for efficiency	
20% reduction for Efficiency	

QUINCY ENGINEERING

Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	$ 20,834.94
6.2	Alignment Staking	Quincy	40	$ 6,341.30
6.4	Record of Survey	Quincy	98	$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	$ 946.38
		Panorama Environmental	45	$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	$ 946.38
		Panorama Environmental	41	$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	$ -
12	Construction Support	Quincy	119	$ 21,458.23
Total			**449**	**$ 93,268.97**

Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	$ 5,049.69
6.2	Alignment Staking	Quincy	40	$ 6,341.30
6.4	Record of Survey	Quincy	98	$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	$ -
12	Construction Support	Quincy	119	$ 21,458.23
Total			**313**	**$ 52,601.97**

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.

John S. Quincy, PE
President

ATTACHMENT C

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31,2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.

3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,

5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

   Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

   Any subcontract entered into as a result of this contract shall contain all of these provisions.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 9th day of July, 2024 an order was duly made and entered as follows:

Public Works – Quincy Engineering Amendment 2	Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve Amendment No. 2 to the agreement between the County of Inyo and Quincy Engineering, now Consor North America, Inc. of Chicago, IL, extending the term end date from June 30, 2024 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 9th
Day of July, 2024

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: July 11, 2024*

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

July 9, 2024

Reference ID:
2024-508

Quincy Engineering Contract Amendment No. 2 for bridge replacement work efforts

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Ashley Helms, Deputy Public Works Director - Airports	Michael Errante, Public Works Director

RECOMMENDED ACTION:

Ratify and approve Amendment No. 2 to the agreement between the County of Inyo and Quincy Engineering, now Consor North America, Inc. of Chicago, IL, extending the term end date from June 30, 2024 to June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This consultant service contract covers the engineering design, environmental review, right of way acquisition, and limited construction support for the Walker Creek Road Bridge Replacement Project and the Carroll Creek Road Bridge Replacement Project. The projects are 100% federally funded through the Federal Highway Administration's Highway Bridge Program, which is administered by Caltrans. The Carroll Creek project is still awaiting an easement for road right-of-way from Los Angeles Department of Water & Power (LADWP), and the Walker Creek project will go to bid in July.

The contract with Quincy includes several bidding and construction phase services, such as responses to Requests for Information from contractors. This contract term extension will allow Quincy to complete the scope of work when the projects move to construction.

FISCAL IMPACT:

Funding Source	Grant Funded - Highway Bridge Program funding through the Federal Highway Administration	**Budget Unit**	034601
Budgeted?	Yes	**Object Code**	5735 (Carroll) and 5736 (Walker)
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to amend the contract term. This is not recommended, as the Walker Creek Road Bridge Replacement Project is about to go to bid, and bid support from the design firm may be needed. Additionally, the Carroll Creek Road Bridge Replacement Project will likely receive Right of Way clearance in the upcoming fiscal year and the Plans & Specifications will need to be finalized.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Quincy Engineering Contract
2. Quincy Engineering Contract Amendment No. 1
3. Quincy Engineering Contract Amendment No. 2

APPROVALS:

Ashley Helms	Created/Initiated - 6/25/2024
Darcy Ellis	Approved - 6/26/2024
Breanne Nelums	Approved - 6/26/2024
Grace Chuchla	Approved - 6/27/2024
John Vallejo	Approved - 6/27/2024
Amy Shepherd	Approved - 6/27/2024
Michael Errante	Approved - 6/28/2024
Nate Greenberg	Final Approval - 6/29/2024

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering Inc, now Consor North America, Inc of Chicago, IL (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to June 30, 2024.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2026.

The effective date of this amendment to the Agreement is June 30, 2024.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 9th DAY OF July, 2024.

COUNTY OF INYO

By: _____

Dated: 07.09.2024

CONTRACTOR

By: _____

Dated: 06/25/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Jun 26, 2024 09:02 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Jun 26, 2024 09:09 PDT)

County Auditor

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering Inc of Rancho Cordova, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 10, 2018, on County of Inyo Standard Contract No. 146.1, for the term from July 10, 2018 to July 31, 2021.

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

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. The term of the Agreement is extended to June 30, 2024, or until project completion.

The effective date of this amendment to the Agreement is July 27, 2021.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
QUINCY ENGINEERING INC
FOR THE PROVISION OF CONSULTANT SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 27th DAY OF July, 2021.

COUNTY OF INYO

By: _____

Dated: 7-27-2021

CONTRACTOR

By: _____

Dated: July 20, 2021

APPROVED AS TO FORM AND LEGALITY:

Grace Cherchla

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of July 2018 an order was duly made and entered as follows:

Public Works – Quincy Engineering Contract	Moved by Supervisor Pucci and seconded by Supervisor Tillemans to: A) approve the contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of $876,903 for the period of July 10, 2018 through July 31, 2021; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Griffiths absent.

WITNESS my hand and the seal of said Board this 10th
Day of July, 2018

KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: July 12, 2018*

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action

☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:

AGENDA NUMBER

15

FROM: Public works

FOR THE BOARD MEETING OF: JUL 10 2018

SUBJECT: Approve the contract for Architectural and Engineering (A&E) Consultant Services with Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for design, environmental, hydraulic, geotechnical and right-of-way services for the Carroll Creek Road Bridge Replacement Project and Walker Creek Road Bridge Replacement Project (Projects).

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

A) Approve the Contract between the County of Inyo and Quincy Engineering, Inc. (QEI) of Rancho Cordova, CA for Consultant Services with a not-to-exceed amount of $876,903;

B) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The bridges over the Los Angeles Aqueduct on Carroll Creek Road and Walker Creek Road were programed for replacement through the Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), which is administered by Caltrans. The Preliminary Engineering (PE) Phase began in 2014 under an On-Call Contract with QEI. On-Call Contracts may not be extended beyond five years per FHWA regulations; therefore the County was required to complete the Request for Proposal (RFP) process to choose a consultant to complete the Projects. QEI was the only consultant to submit a proposal. Two other consultants did submit letters/emails stating they chose not to submit a proposal due to QEI's four years of experience and familiarity with the Projects. Public Works decided that re-advertising the RFP was unlikely to result in additional or better proposals; Caltrans Local Assistance concurred. Continuing the design process with QEI is the most cost and time efficient choice. Construction is expected to begin for the Projects in 2020.

The not-to-exceed amount of $876,903 (eight hundred seventy six thousand, nine hundred and three dollars) is divided into two categories: required work and optional tasks. The required work includes the tasks known to be necessary to complete the design phase. The optional tasks include possible environmental permits, record of survey preparation, construction support, etc. (see Attachment B to the contract for a complete list). If an increase to the estimated projected cost is expected, request for approval of the increase will be made in writing by the Consultant to the County prior to incurring the increase, and sent to the Board for approval. Any increase would be effective by written Amendment to the contract only.

ALTERNATIVES:

Your Board could choose not to approve this contract with Quincy Engineering, Inc., and instruct Public Works to re-advertise the RFP, this is not recommended as it is unlikely re-advertising would result in additional proposals.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded; County counsel has reviewed and approved contract documents; Caltrans to reimburse the County for costs incurred.

FINANCING:

The cost of the contract will be paid through budget unit 034601 (State Funded Road Budget), object code 5735 (Carroll Creek) and 5736 (Walker Creek). In fiscal year 18/19, $500,000 is budgeted for this contract between the two projects; the remaining costs will be incurred in fiscal year 19/20 and beyond. The Carroll and Walker projects are both 100% reimbursable through the HBP. Though the not-to-exceed amount of this contract does exceed the current funding allocation for PE for these two projects, the PE cost increases have been deemed eligible by Caltrans, and will be covered as additional funds become available to the program (see attached letter from Caltrans).

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: YES Date 6/22/18
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 6/26/2018
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: YES Date 6/28/18

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 6/28/18

CONTRACT BETWEEN THE COUNTY OF INYO

AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Quincy Engineering Inc. (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm

TERMS AND CONDITIONS

1. STATEMENT OF WORK

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

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

☑ **Option 1** – for Actual Cost-Plus Fixed Fee Contracts

A. This Contract shall go into effect on July 10, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on July 31, 2021, unless extended by Contract amendment.

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

☐ **Option 2** – for On-Call Contracts

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

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

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

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of $64,647.73. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Ashley Helms
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed $876,903.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction, or more than $15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

B. Consultant 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. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding $5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

11. COUNTY PROPERTY

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

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay it subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

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

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

   a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
   b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
   c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

3. If the Consultant fails to comply with the provisions of this Section E, of if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

C. The maximum amount for which the County shall be liable if this contract is terminated is $876,903 dollars.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant 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 Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

☐ Check here if C and D **DO NOT APPLY**.
(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

☑ Check here if E, F and G **DO NOT APPLY**.
(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and it subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

☐ Check here as C and D **DO NOT APPLY.**
(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Dot's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

32. ENTIRE CONTRACT

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

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 10th DAY OF July, 2018.

COUNTY OF INYO

By: _____
Signature

DAN TOTHEROW
Print or Type Name

Dated: 7-10-18

CONSULTANT

By: _____
Signature

_____
Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

S Dishion/udc
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

M Baker
County Risk Manager

31. NOTICE

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

County of Inyo:

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

Quincy Engineering Inc.	Name
11017 Cobblerock Dr, Suite 100	Address
Rancho Cordova, CA 95670	City and State

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

---o0o---

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

COUNTY OF INYO

By: _____
Signature

_____
Print or Type Name

Dated: _____

CONSULTANT

By: _____
Signature

John S. Quincy, President
Print or Type Name

Dated: 6/22/18

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

SCOPE OF WORK:

Quincy Engineering Inc. of Rancho Cordova, California will be providing Design Consultant Services for the Carroll Creek Road Bridge Replacement Project BRLO-5948 (074) and Walker Creek Road Bridge Replacement Project BRLO-5948 (076). Services include design, environmental, hydraulic, geotechnical and right-of-way services as included in attached "Scope of Work" dated June 4, 2018.

The Scope of Work includes several tasks listed as Optional Tasks, totaling $145,727 (one hundred and forty five thousand seven hundred and twenty seven dollars). The Consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in the Attachment B to the contract.

Prior to incurring any expenses above the estimated projected cost of $876,903(eight hundred seventy six thousand, nine hundred and three dollars), a request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Directors. Any increase to the Not-to-Exceed amount will be effective only by written Amendment to the contract.

June 1, 2018

SCOPE OF WORK

This work plan is based on previous experience with HBP delivery in general and specific experience working on these projects. This scope of work applies to both the Carroll Creek Road and Walker Creek Bridge Replacement Projects.

The goal of this scope of work is to deliver Plans, Specification and Estimates (PS&E) for both projects and provide design support to the County during contractor bidding and construction. The first step in the process is to finalize the work prepared in the Preliminary Engineering phase so that the Caltrans can review and issue Project Approval and Environmental Document approval. Then, final engineering will commence.

In preparing our scope of work, we have kept our team lean to deliver a quality, biddable, design package with a very cost conscience approach to keeping this project within your budget. We fully understand the need to do so in conformance with the requirements of all local, state, and federal provisions.

Quincy has prepared a list of all the anticipated deliverables per task. Quincy will use this list as a progress tracking tool throughout the project life.

TASK 1: PROJECT MANAGEMENT

Task 1.1: Project Management

Quincy Engineering, Inc. (Quincy) will provide Project Management tasks which include coordination with the County, Team management, product development tracking, Team and stakeholder communication, and project progress and budget reporting. Quincy will update, develop, track, and lead the following project management tasks:

- Critical Path Schedule Updates;
- Monthly Invoices, Progress Reports, and Look-Ahead Summaries;
- Provide the County with HBP paperwork assistance and facilitation; and
- Prepare all submissions for the County to submit to Caltrans Local Assistance

Task 1.2: Project Review Meetings

Quincy will lead project meetings:

- In person PDT meetings, one per project;
- PDT teleconference status meetings as need (up to 10 per project);
- Meeting Agendas, summaries, and Action Item Summaries/Tracking;
- Project status meetings will be conducted to review project progress and next steps.

Subconsultants will participate in Project Team Meetings as needed by teleconference when appropriate.

Task 1.3: Update Temporary Rights of Entry for Preliminary Engineering Activities

Quincy will coordinate with the project team and the County to update the previously obtained rights of entry for remaining preliminary engineering and environmental technical study tasks.

Quincy will contact owners of affected government lands, utilities and private parties before any additional field activities to inform them of upcoming work on or near their property/easement/utility. Each property owner will be contacted first by phone call, then by email/letter to explain the types of activities anticipated.

Quincy will prepare contracts for the rights of entry agreement between the County and each property owner for rights of entry.

At Walker Creek Road, additional topographical survey field work is required because of the recent and on-going construction of the LADWP western patrol road. The Right-of-Entry (LADWP Letter of Permission) between LADWP and the County (and its agents, i.e. Quincy) has expired. Quincy will obtain a new Letter of Permission to enter LADWP right-of-way as well as renew the right-of-entry agreement with one (1) private property owner.

At Carroll Creek Road, the current biological (rare plant and desert tortoise) surveys will expire in June 2018. These biological surveys may need to be performed again (in Fall 2018 or April-May 2019) because it may not be possible to get the Environmental Document out prior to June. So, an updated LADWP letter of permission will be required as well as rights-of-entry from BLM.

It is assumed that two (2) contracts will be needed at the Carroll Creek project site and two (2) contracts will be needed at the Walker Creek project site. If an existing property changes hands, it is assumed that the new property owner will honor the existing agreement.

Task 1 Deliverables:

- ✓ Schedule Updates, Monthly Invoicing, Progress Reports
- ✓ HBP Paperwork
- ✓ Submittal Preparation
- ✓ In person PDT Meetings (one per project), PDT Teleconference Meetings (up to 10 per project), Meeting agenda, minutes, and Action item tracking
- ✓ Updated Rights-of-Entry at both sites

TASK 2: ENVIRONMENTAL DOCUMENTATION

Task 2.1: Project Coordination

Coordination of the engineering design and the environmental review is critical for the success of the project. This task includes review of engineering design and coordination with Quincy and Inyo County on the project description, project deliverables, and project schedule. According to the RFP, the County will act as a liaison between consultants and Caltrans; therefore, this task does not involve direct coordination with Caltrans. Caltrans requests, however, will be addressed at the direction of the County.

Task 2.2: Complete Carroll Creek Road Biological Assessment

Panorama will respond to Caltrans comments on the Draft Carroll Creek Road Bridge Biological Assessment. Panorama will prepare a Final Biological Assessment and submit it to Quincy and the County to review. The County will submit the Final Biological Assessment to Caltrans to complete consultation with USFWS. Panorama's scope includes time to respond to one additional round of comments from the County, Caltrans, and/or USFWS.

Assumptions: No additional biological surveys are required. If new protocol desert tortoise surveys are required, they would be performed in accordance with the optional task identified in this scope of work and the results incorporated into the Final Biological Assessment.

Task 2.2 Deliverables for Carroll Creek:

- ✓ Administrative Final Biological Assessment (electronic only)
- ✓ Final Biological Assessment (2 hard copies)

Task 2.3: Prepare Environmental Documents

Task 2.3.1: Walker Creek Road Bridge: Initial Study/Mitigated Negative Declaration

Panorama will prepare an IS/MND for the project. The IS/MND will address the questions identified in the CEQA Checklist (CEQA Guidelines Appendix G). Panorama has a working draft of the Administrative Draft IS/MND and will update and complete it for County review. The County will review the Administrative Draft IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Draft IS/MND and submit the Notice of Completion to the State Clearinghouse (including 15 copies of the IS on CD). Panorama assumes that the County will circulate public notices. The Draft IS/MND will be circulated for a period of 30 days. Panorama will provide five (5) additional hard copies of the Draft IS/MND to the County for distribution.

Panorama will prepare an Administrative Final IS/MND that addresses any public or agency comments received on the Draft IS/MND. The County will review the Administrative Final IS/MND and provide comments to Panorama. Panorama will incorporate County comments into the Final IS/MND and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD. Panorama will provide two (2) hard copies of the Final IS/MND to the County for distribution.

Assumptions:

- No additional biological surveys are required.
- The County will pay the CEQA filing fees. The IS/MND will be approximately 50 pages total or less.
- Panorama will produce 15 electronic copies of the Draft IS/MND and mail to the State Clearinghouse with a Notice of Completion. The County will be responsible for circulating public notice and notifying local agencies regarding the Draft IS/MND.
- The Final IS/MND will be revised to reflect necessary changes to the document in response to comments; however, the Final IS/MND will not include a chapter showing all responses to all comments received on the Draft IS/MND. Panorama will spend a maximum of 25 hours to prepare the Final IS/MND.
- The County will file the Notice of Determination with the State Clearinghouse after a decision is made on the Final IS/MND.
- Minimal public and agency comments will be received on the Draft IS/MND since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52 are complete. Caltrans will develop the NEPA CE document.

Task 2.3.1 Deliverables for Walker Creek:

- ✓ Administrative Draft IS/MND (electronic)
- ✓ Draft IS/MND (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/MND (electronic)
- ✓ Final IS/MND (two hard copies)
- ✓ Notice of Determination (electronic)

Task 2.3.2: Carroll Creek Road Bridge: Joint Initial Study/Environmental Assessment

This task includes development of a Document Delivery Timeline and preparation of the IS/EA.

Develop Document Delivery Timeline. Panorama's first action under the task would be to develop a Document Delivery Timeline. The timeline would identify deadlines for submittal of the administrative

draft, public draft, and final IS/EA. The timeline would also identify review periods for the County, Caltrans and BLM, and the public. The draft Document Delivery Timeline would be circulated for review and approval by Quincy to the County. It is recommended that the County provide the Document Delivery Timeline to Caltrans and BLM, to ensure that all parties understand and agree to the timelines.

Prepare Joint Initial Study/Environmental Assessment. Panorama will prepare an IS/EA for the project to satisfy the County's CEQA compliance and Caltrans' NEPA compliance. The IS/EA will be prepared using the Joint IS/EA template included on the Caltrans SER. The IS/EA template will need to be modified to address the impact criteria necessary to satisfy BLM environmental requirements. Panorama will review two BLM land use plans identified by BLM at the July 2017 field visit with the County, Caltrans, BLM, and Quincy. These plans include the Desert Renewable Energy Conservation Plan and Land Use Plan of Action. While the project would not be permitted by BLM under either plan, BLM staff stated that consistency with the environmental constraints and avoidance measures would ensure that the IS/EA satisfies all BLM environmental requirements. Panorama will develop an IS/EA document outline to confirm the scope of the EA. Panorama will submit the outline to the County to review. It is recommended that the County provide the outline to Caltrans, who will consult with BLM, regarding the scope of the IS/EA.

Panorama will prepare an Administrative Draft IS/EA including the Administrative Draft MND and FONSI for the County and Caltrans. Panorama completed an administrative draft IS/MND prior to project redesign for Alternative Bridge Design #10. Panorama will modify the existing IS/MND using the Caltrans IS/EA template to address the revised project and BLM requirements under NEPA. The Administrative Draft will be provided to Quincy and the County to review. It is expected that the County will provide the Administrative Draft to Caltrans to review, as well. Panorama will incorporate one round of comments from each reviewer into the Draft IS/EA and submit the Notice of Completion to the State Clearinghouse (including 15 electronic copies of the IS/EA). The County will circulate public notices to interested parties. The Draft IS/EA will be circulated for a period of 30 days.

Panorama will prepare an Administrative Final IS/EA, including the MND and FONSI, that addresses any comments received on the Draft IS/EA. Quincy, the County, and Caltrans will review the Administrative Final IS/EA and provide comments to Panorama. Panorama will incorporate agency comments into the Final IS/EA and draft the Notice of Determination (NOD) for the County. The County will be responsible for filing the NOD and sending out public notices. The NEPA lead agency (Caltrans) will be responsible for signing the FONSI to be included in the Final IS/EA. Panorama will provide two (2) hard copies of the Final IS/EA to the County for distribution.

Assumptions: A joint CEQA/NEPA document will be accepted by all agencies. The County will pay the CEQA filing fees. The IS/EA will be approximately 120 pages total, or less. Minimal public and agency comments will be received on the Draft IS/EA since the project is not anticipated to be controversial. Tribal consultation requirements, as stipulated under Assembly Bill 52, are complete.

Task 2.3.2 Deliverables for Carroll Creek:

- ✓ Administrative Draft IS/EA (electronic)
- ✓ Draft IS/EA (five hard copies)
- ✓ Notice of Completion (15 electronic copies of IS to State Clearinghouse)
- ✓ Administrative Final IS/EA (electronic)
- ✓ Final IS/EA (five hard copies)
- ✓ Notice of Determination (electronic)

Task 2.4: Biological Surveys (optional task)

This task includes conducting biological surveys for desert tortoise and rare plants for the Carroll Creek Road Bridge site. Surveys at the Walker Creek Road Bridge site are not included in this task. Biological surveys, if determined to be necessary, would be conducted in the spring of 2019 unless USFWS and CDFW allow surveys to be conducted outside of the spring survey window.

Desert Tortoise Protocol Survey. Panorama's biologist, Russell Kokx, is an Inyo County resident and experienced biologist. Russell meets USCWS, CDFW, and Caltrans qualifications to conduct the desert tortoise survey. Russell will perform a protocol-level desert tortoise (*Gopherus agassizii*) survey of the action area using similar methods that he used for previous surveys of the site. The survey would be conducted according to the USFWS *Pre-project Field Survey Protocols for Potential Desert Tortoise Habitat* (2010). The survey would cover 100 percent of the action area. The action area includes the access road from U.S. 395 to the project site and the project footprint itself. Panorama would also survey three transects paralleling the action area at 200 meters, 400 meters, and 600 meters from the edge of the action area if no sign of live tortoises are found in the action area during the survey, per the Protocol. All necessary access permission will be secured prior to surveying. Panorama will prepare a memo report that summarizes the survey methodology and results of the survey. The memo report will be submitted to the County to review and submit to Caltrans. Panorama will address one round of comments on the memo report.

Rare Plant Survey. Russell also meets qualifications to conduct rare plant surveys. He will perform a botanical/rare plant survey of the Carroll Creek Road Bridge action area. The survey will cover 100 percent of the project action area and identify all vegetation occurring within the action area. Russell will visit reference plant population sites to ensure rare plant species are blooming during the time of the survey. Panorama will prepare a memo report detailing the findings of the botanical/rare plant survey. Panorama will submit the memo report to the County to submit to Caltrans. Panorama will address one round of comments on the memo report.

Assumptions: The project does not involve removal of the existing bridge over Carroll Creek. A bat habitat assessment is therefore not included in the scope of work since bat habitat will not be lost. A scope and budget augment would be required if Caltrans requires a bat habitat assessment.

Optional Task 2.4 Deliverables for Carroll Creek:

- ✓ **Optional:** Draft and Final desert tortoise and rare plant survey memo reports

TASK 3: GEOTECHNICAL INVESTIGATIONS

Task 3.1: Geotechnical Investigations at Carroll Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.1 Deliverables for Carroll Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.2: Geotechnical Investigations at Walker Creek

Soil Sampling and R-value Tests

Kleinfelder proposes to collect two (2) near surface samples of the pavement subgrade soils at the bridge approaches for R-value testing.

- Perform a total of two (2) hand auger borings to a depth of 2 feet near the bridge approaches to collect bulk soil samples.
- Resistance Value Test, California Test Method No. 301

Foundation Report (FR)

The geotechnical work scope will include a site visit, consultation, and analysis to support the preparation of a design-level Foundation Report (FR). The report will follow basic Caltrans LRFD guidelines and the Caltrans Foundation Report for Bridges (2017) guideline. The FR will present comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak bedrock acceleration and ARS curve for use in Caltrans Seismic Design Criteria Version 1.7.
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient).
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Summary of R-value test results and recommended minimum pavement structural sections for the design Traffic Index provided by the County of Inyo.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Conditions: Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

Task 3.2 Deliverables for Walker Creek:

- ✓ Draft Foundation Report – 65% Submittal
- ✓ Final Foundation Report
- ✓ Log of Test Borings (LOTB)

Task 3.3: Optional Test Borings at Walker Creek (optional task)

Pre-field Activities

- Review project limits and mark the exploratory boring locations for utility clearance.
- Prepare and submit applications, and obtain permits from the following agencies, as necessary:
  1. Encroachment Permit – Inyo County.
     If it becomes necessary for our field work, it is assumed any permits for right-of-entry required by Los Angeles Department of Water and Power (LADWP) would obtained by the designer and/or the County.

  2. Notify subscribing utility companies via Underground Service Alert (USA) at least 48-hours, as required by law, prior to performing the exploratory borings.

- Retain the services of a California licensed drilling subcontractor to perform the exploratory borings, utilizing hollow stem auger, rotary wash, impact hammer, and rock coring techniques.

Field Exploration Program

- Perform a total of two (2) exploratory borings; 1 boring as close as possible to each abutment to depths of 30 and 50 feet, or practical refusal, whichever occurs first.
- Obtain in-place penetration rates in accordance with ASTM D1586.
- Maintain a log of the soils encountered and obtain samples for visual examination, classification, and laboratory testing.
- The borings will be backfilled with the soil cuttings upon completion.

Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the foundation and subgrade soils. Anticipated tests include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution without hydrometer, ASTM D422
- Soluble sulphate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Conditions: Kleinfelder requires the right of entry to conduct the investigation. Kleinfelder requires the right of entry for a field visit. The cost is based on the presumption that the client will provide a near site bench mark, any and all available survey maps, and other data to assist the design services.

The cost for the optional drilling services is based on the presumption that the client will provide any and all available survey maps or other data to estimate the location of existing underground structures, utilities and other services. Kleinfelder will provide notification to Underground Service Alert, as required by law, to help locate existing utilities.

The client should be aware that penetrating the site's surface is inherently risky. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. Kleinfelder's fee is not adequate to compensate for both the performance of the services and the assumption of risk of damage to such structures. With proper USA notification, disruption of utilities or damage to underground structures will be the responsibility of the owner. Services rendered by Kleinfelder to repair them will be billed at cost.

The cost is based upon the assumption that the site is accessible to the equipment proposed. If weather, access, or site conditions restrict our field operations, Kleinfelder may need to modify the fee estimate. Time spent for difficult site access will be charged on a time-and-expense basis in accordance with the current fee schedule in force at the time the services are provided. However, Kleinfelder will contact the client for authorization prior to incurring additional charges.

Limitations: Kleinfelder work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data

evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

TASK 4: HYDRAULIC STUDIES

For the Carroll Creek Road and Walker Creek Road Bridge Replacement Project (Project), WRECO will be responsible for the hydrologic and hydraulic assessment, Location Hydraulic Study, Culvert Design Technical Memorandum, and Bridge Design Hydraulic Study.

Task 4.1: Project Management and Meetings

WRECO will attend one (1) coordination meeting with the County and Project Team. WRECO will also participate in four (4) conference calls with Inyo County (County) and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

Task 4.1 Deliverables:

- ✓ Monthly Invoices and Progress Reports

Task 4.2: Data Review

WRECO will review new available data provided by the County and the Project Team.

Task 4.3: Hydrologic Analyses

WRECO will revisit the hydrologic analyses performed for the previous phase of the Project and make necessary updates to the peak design discharges for the proposed bridge crossings. WRECO will also perform hydrologic analyses for the proposed cross culverts for each bridge site.

Task 4.4: Hydraulic Assessment

WRECO will perform hydraulic analyses to determine the design flow characteristics for the existing condition and the proposed bridges. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO has already set up a hydraulic model for the Carroll Creek Road Bridge and will work with the Project Team to update the model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the Walker Creek Road Bridge hydraulic model. WRECO will work with the Project Team structural engineers on the bridge design alternatives.

Task 4.4 Deliverables:

- ✓ Preliminary Hydraulic Assessment Memorandum (PDF)

Task 4.5: Location Hydraulic Study

Based on WRECO's preliminary qualitative assessments, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain.

Task 4.5 Deliverables:

- ✓ Draft Floodplain Evaluation Report (PDF)
- ✓ Final Floodplain Evaluation Report (PDF and 3 hard copies)

Task 4.6: Scour Analysis and Countermeasures

WRECO will perform scour analysis and make countermeasure recommendations following the guidelines and procedures in the FHWA's HEC-18, HEC-20 and HEC-23 Manuals.

Task 4.7: Culvert Analysis and RSP

WRECO will perform hydraulic analyses to properly size the proposed cross culverts under the approach roads. The design criteria will be Caltrans' 10-year storm at the culvert soffit and 100-year storm not overtopping the road. WRECO will also recommend necessary rock slope protection as energy dissipater.

Task 4.7 Deliverables:

- ✓ Draft Culvert Design Technical Memorandum (PDF)
- ✓ Final Culvert Design Technical Memorandum (PDF)

Task 4.8: Addressing Construction Impacts

WRECO will work with the Project Team to ensure the proposed bridge construction will not create adverse impacts to the Los Angeles Aqueduct. WRECO will also estimate bypass flow volume, when necessary, for the construction purpose.

Task 4.9: Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all the detailed hydraulic model output.

Task 4.9 Deliverables:

- ✓ Draft Bridge Design Hydraulic Study Report (PDF)
- ✓ Final Bridge Design Hydraulic Study Report (PDF and 3 hard copies)

TASK 5: PRELIMINARY ENGINEERING

Task 5.1: Supplemental Topographic Survey

At Walker Creek Road, LADWP is constructing a **western** patrol road. This new construction will affect the cut/fill limits of the approach roadway and the drainage design. Along with the new patrol road, LADWP is adding 5-inches to the height of the western splash guard through this region. This additional height may affect the proposed bridge clearance. Gathering supplemental topographic survey data within these limits will also ensure that the proposed approach roadway, the proposed drainage design and the proposed patrol road access ramp design will meet the needs of both the County and LADWP.

Quincy will conduct a field survey to locate and map the ground surface of the new LADWP Patrol road and berms on the Westerly side of the LA Aqueduct.

- Cross sections will be performed every 50 feet starting approximately 300' North of the existing bridge over the aqueduct located on Walker Creek Road and continuing South for approximately 1000'. In addition to the patrol road, the detention pond located Northwesterly of the existing bridge on Walker Creek Road will also be located.
- Quincy will also obtain Ortho-Rectified imagery while onsite utilizing recent developments in drone technology **at no extra charge** to the County.
- Quincy will modify the existing topographic survey and digital terrain model (DTM) in Civil3D and/or MicroStation to incorporate the supplemental topo.

Task 5.2: Design Verification of LADWP Western Patrol Road at Walker Creek Road

After the additional topographic information is available at the Walker Creek project site, Quincy will evaluate the new ground surface of the partially constructed LADWP Western Patrol road and earthen berm.

Quincy will incorporate the required changes and update the roadway Geometric Approval Drawings at Walker Creek Road. LADWP has informed Quincy that the final design/ construction of the Patrol road is not yet complete due to severe storms in spring 2017. However, the bulk of the earthwork and berm construction had already been completed and LADWP plans to coordinate with Quincy to incorporate the new roadway alignment.

Because the western patrol road design is still underway at LADWP, Quincy will coordinate with the appropriate LADWP staff Engineers to minimize the potential for design conflicts between the access ramps designed by Quincy and the Patrol Road and Berms designed by LADWP.

Task 5.3: Final Project Report

This report has already been presented to the County in draft form. All comments will be addressed and incorporated into the final report. Quincy will develop a Final Project Report to summarize the findings of the completed work-to-date. In summary, the report will include the following:

- Site visit (field investigation) notes
- Project Description
- Design Hydraulic Study
- Geotechnical Report
- Preliminary right-of-way information
- Utility relocation/protection information
- Preliminary construction staging & detour requirements
- Preliminary alignment drawings
- Bridge APS drawings
- Bridge Type Selection
- APS discussion and evaluation
- Construction cost estimate for each alternative
- Alignment and bridge type selection recommendation
- Summary of environmental studies and constraints
- Schedule to complete final design & construction
- 30% Plans of the preferred alternative

At Walker Creek Road, Quincy will also need to update the Draft Project Report to include the Desert Tortoise Mitigation and the inclusion of the LADWP Western patrol road. Quincy will resubmit the Draft project report after incorporating changes due to the new Western Patrol Road into the Geometric Approval Drawings.

Final design will occur upon concurrence by the County and approval of the environmental documents by Caltrans/FHWA. The approved report will become the basis for the project's final design.

Task 5 Deliverables:

- ✓ Updated Topographic map at Walker Creek Road showing LADWP Western Patrol Road
- ✓ Updated GAD at Walker Creek Road incorporating design features of LADWP Western Patrol Road
- ✓ Updated Draft Project Report at Walker Creek, Final Project Report for both Sites

TASK 6: RIGHT-OF-WAY ENGINEERING

Task 6.1: Boundary Surveying

Quincy in conjunction with Inyo County will be performing the survey services. Quincy will:

- Review any additional record maps and deeds to determine preliminary right-of-way needs for each alternative alignment based on information developed by the Team and obtained from the County. Any additional right of way and/or existing property boundary information pertinent to the project will be resolved by locating additional monumentation using available record mapping and deeds. The additional boundary information will be added to the topographic base map and will include all

right-of-way and property owner information including assessor's parcel numbers and vesting deed information.

- Title Reports will be obtained by Bender Rosenthal, Inc. which will facilitate in resolving property boundaries as well as locating any existing easements/encumbrances on each affected parcel. Any easements/encumbrances discovered during the review of the title reports will also be added to the base map.

Task 6.2: Alignment Staking (Optional Task)

After plans have been prepared and a preliminary alignment has been established, the final alignment will be staked in the field with inter-visible stakes so that the layout can be clearly observed during a field visit.

Task 6.3: Right-of-Way Acquisitions

Quincy, with County staff review and input, will complete plats and legal descriptions for any right-of-way acquisitions and/or temporary construction easements.

At Carroll Creek, Right-of-Way will be needed from Bureau of Land Management (BLM) and the Los Angeles Department of Water and Power (LADWP). It is anticipated that parcel numbers 029-100-041 (BLM) and 029-100-07 (LADWP) will be impacted. As a result, right-of-way acquisitions, rights of entry and temporary construction easements will be needed. Quincy anticipates two (2) right-of-way takes and two (2) temporary construction easements for the affected parcels.

At Walker Creek, Right-of-way will be needed from private land owners and the Indian Wells Valley Water District. It is anticipated that parcel numbers 033-490-02, 033-510-08, 033-510-05 and 033-510-10 (privately owned parcels) will be impacted. Right-of-way acquisitions, rights of entry and temporary construction easements will also be required at this site. Quincy anticipates four (4) right-of-way takes and four (4) temporary construction easements for the affected parcels

Now that the project geometrics have been approved, the Team will determine the right-of-way requirements, including proposed property acquisitions and easements, and we will prepare an exhibit depicting the proposed acquisitions. Other pertinent information such as the area of each take will also be included in the right-of-way exhibit.

A plat and legal description will be developed for each acquisition as needed. Each parcel acquisition will include a metes and bounds legal description (Exhibit "A") and a plat depicting the acquisition (Exhibit "B").

Right-of-way appraisal and acquisition tasks will be performed by Bender Rosenthal, Inc. Bender Rosenthal, Inc. will also provide the right-of-way tasks required for acquisition of temporary construction easements.

Task 6.4: Record of Survey (Optional Task)

Upon completion of the project, Quincy's Surveyors will set monuments along the new right of way. All angle points, EC's, BC's and other significant locations will be monumented with permanent markers. QEI, with County staff input, will establish permanent monumentation on the centerline of the right of way or on the actual right way lines. A Record of Survey will be submitted to Inyo county for review and ultimate recording.

Assumptions:

*To increase efficiency, boundary surveys for both Carroll Creek and Walker Creek will be completed in one mobilization.

*One mobilization has been budgeted to stake the proposed alignments for Carroll Creek and Walker Creek. The Supplemental Topo for Walker Creek will also be completed during this mobilization.

*It is assumed that Inyo county will pay for any submittal and recording fees associated with the Record of Survey.

Task 6 Deliverables:

- ✓ Field Staking of Final Alignment (Optional Task)
- ✓ Right-of-Way Legal Description and Drawings,
- ✓ Exhibit A: Metes and Bounds Description
- ✓ Exhibit B: Right-of-Way Drawing
- ✓ Record of Survey (Optional Task)

TASK 7: UTILITY COORDINATION

Quincy performed preliminary utility coordination during the previous project phase which included sending Utility "A" Letters. At Walker Creek, no known utilities are present within the project limits. At Carroll Creek, there is an overhead electrical line near the proposed bridge location. LADWP has provided pole location information which is consistent with Topographic point data obtained during field survey. This utility is expected to remain intact and protected in place. Quincy will:

- ✓ Communicate and coordinate with the utility owners by contacting them during the preliminary and final design phases.
- ✓
- ✓ Prepare a utility conflict map to show existing utility locations and locations where there are potential conflicts with construction.
- ✓ Prepare the B letters according to Caltrans and County procedures.
- ✓ Coordinate the relocation target areas and/or in place protection of the existing utilities for the project based on information obtained from the affected utility owners.

Assumptions:

- County will contact utility owners and arrange for them to attend PDT meetings as needed.

Task 7 Deliverables for Carroll Creek:

- ✓ Utility B Letter for overhead lines at Carroll Creek

TASK 8: FINAL DESIGN & DETAILING

Task 8.1: Design & Submittal of 65% Plans (Unchecked Details)

Task 8.1.1: Bridge Design

The final bridge designs will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 2012 (Sixth Edition) with California Amendments and other Caltrans design manuals. Design will be based on the "Load Resistance Factor Design" method, with HL93 and California permit truck design live loads. Seismic design will be performed in accordance with the Caltrans Seismic Design Criteria, Version 1.7 (April 2010) and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are state-of-the-practice for bridge design.

Task 8.1.2: Approach Roadway Design

The final approach roadway design (based on the selected alignment alternative Geometric Approval Drawings) will be completed in accordance with the Design Criteria Memoranda previously presented to the County. The design criteria are based on County Standards, AASHTO's "A Policy on Geometric Design of Highways and Streets", Caltrans Highway Design Manual, and Caltrans Standard Specifications. Final

grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Cross-sections will be developed on approximately 50-foot intervals.

Task 8.1.3: Environmental
If environmental mitigation (such as planting and revegetation measures) plans, specifications, and estimates are required, these will be completed by the Team for inclusion with the roadway and bridge PS&E package. Plan sheets are anticipated per project site to properly convey the intent of the planting plan.

Task 8.1.4: Other Civil Designs
Project signing will be developed as well as bridge and roadway embankment protection (rock slope protection) details.

Task 8.1.5: Plan Preparation
The plan sheets will be prepared in MicroStation according to Quincy's drafting standards. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by a civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Programs Manual. Each project is expected to consist of:

- Single-span Precast/Prestressed concrete bridge
- Approach roadway with asphalt and gravel paving
- Drainage features, including roadside ditches, small diameter culverts (less than or equal to 4-ft in diameter)
- Erosion control and replanting features
- LADWP fence relocation will be included on the Layout sheets

Each section (Road and Bridge) of the plan set is expected to include the following 37 plan sheets:

Roadway Plans (total 23)	Bridge Plans (total 14)
Title Sheet and Location Map	General Plan
Typical Cross Section (Carroll Creek Road or Walker Creek Road)	Deck Contours
Typical Cross Section (LADWP Access Road)	Foundation Plan
Layout (2)	Abutment Layout (2)
Profile (2)	Abutment Details (2)
Construction Details (Apron Details, Attenuator Details, Contour Grading)	Typical Section
Drainage Plan and Details (4)	Slab Layout
Erosion Control Plans (2)	Slab Details (3)
Construction Area Signs	Bridge Railing Details
Planting and Revegetation Plan (2)	Log of Test Borings Sheets (2)
Pavement Delineation and Sign Plan (2)	
Quantities Sheet (2)	

Task 8.1.6: Submittal of 65% Plans (Unchecked Details)
Quincy will submit an electronic PDF, half-sized (11x17) plans for each project site. A meeting will be held upon completion of the unchecked bridge and roadway details to discuss the 65% plans. Quincy will receive comments from the County and prepare and track a comment resolution form.

Task 8.1 Deliverables:

- ✓ 65% Design Plans, 11x17 PDF
- ✓ Comment Resolution sheet

Task 8.2: Prepare Draft Plans, Specifications and Estimate (95% PS&E)

Task 8.2.1: Independent Design Check

Upon completion of the unchecked details and implementation of County comments on the 65% plans, an independent check of the design will be performed. An engineer that has not been intimately involved in the design will perform a completely independent analysis of the project designs using the 65% plans. This is an important part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised.

Task 8.2.2: Specifications

Project Specifications will be developed including Special Provisions based on 2015 Caltrans Standard Special Provisions (SSP) and County-provided boilerplate specifications. The County will provide its boilerplate specifications electronically in Microsoft Word or other compatible software. An electronic copy of the specifications will be prepared for the County's review.

Optional Task 8.2.2.1 ***Prepare County Boiler Plate Specifications (optional task)***
At the County's request, Quincy will prepare the County Boiler Plate specifications to be compatible with the Caltrans 2015 Standard Specifications and Special Provisions. Quincy provided a similar task to the County for Caltrans 2010 Standards on the Trona-Wildrose Emergency Storm Damage Repair Project.

Task 8.2.3: Construction Quantities & Estimate

Construction quantities and the Team's estimate of construction costs (Q and E) will be developed. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items based on Caltrans BEES item list. The estimate will show quantities, unit costs, and a project cost summary.

Task 8.2.4: Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Task 8.2.5: Submittal of 95% (Draft) PS&E

After the QA/QC review has been completed and the plans, specifications, and estimate have been updated, the Draft PS&E along with design, check, and quantity calculations, will be submitted to the County for their review.

Task 8.2 Deliverables:

- ✓ 95% Draft Plans, 11x17 PDF
- ✓ Draft Project Specifications, 8½x11 PDF and MS Word format
- ✓ Draft Engineer's Estimate of Probable cost, PDF
- ✓ Comment Resolution sheet
- ✓ Bridge Design Calculations, Bridge Independent Check Calculations
- ✓ Bridge Quantity Take and Check Calculations
- ✓ Road Quantity Take and Check Calculations

Task 8.3: Submittal of 100% (Final) PS&E

Upon receiving 95% PS&E review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All conflicts will be resolved, as necessary and appropriate modifications will be made to the plans, specifications, and estimate.

Both bridge replacement projects will be bundled into a single PS&E package unless a significant delay occurs on one of the projects. A separate estimate will be prepared for each project site. The final PS&E Submittal will include:

Task 8.3 Deliverables:

- ✓ Contract Plans, 22x34 and 11x17 PDF, 22x34 Mylar hard copy
- ✓ Electronic AutoCAD/MicroStation files in either .dwg or .dgn format
- ✓ Project Specifications, 8½x11 PDF, MS Word format and 8½ x 11 media bound hard copy
- ✓ Engineer's Estimate of Probable cost, PDF and MS Excel Format

The County will make copies of the Contract documents for distribution during project advertisement.

TASK 9: PERMITTING (OPTIONAL TASK)

Task 9.1: Incidental Take Permit (optional task)

This task includes assisting the County with obtaining an Incidental Take Permit (ITP) for impacts on desert tortoise and Mohave ground squirrel from the **Walker Creek Road** Bridge Replacement Project under Section 2081 of the Fish and Game Code, if necessary. The concurrence letter from USFWS determined that the project is not likely to adversely affect desert tortoise and that "incidental take" of the species can be avoided (i.e., no federal incidental take permit is needed). CDFW has indicated that they will make a determination about the project's potential for "incidental take" of both desert tortoise and Mohave ground squirrel upon review of the IS/MND. While unlikely given the scope of the project, limited disturbance, and protection measures included from the USFWS concurrence letter, if CDFW determines that a 2081 ITP is necessary, Panorama will draft the permit application and provide it to the County to review. Panorama will address one round of comments on the permit application and provide the final permit application to the County to submit to CDFW with filing fees.

Panorama will review the draft ITP issued by CDFW and provide one round of comments on permit measures required by CDFW. Panorama will review the final ITP to make sure comments were adequately addressed.

Task 9.2: Walker Creek Road Bridge Permits (optional task)

This bridge replacement may include the placement of materials, such as road materials or a culvert, into a WOS. No federally jurisdictional waters would be impacted. Under the Porter Cologne Water Quality Control Act, the County would need to submit an application for General Waste Discharge Requirements (WDR) for Small Construction, Including Utility, Public Works, and Minor Streambed/Lakebed Alteration Projects (referred to in the County's Request for Proposals as a Section 401 Water Quality Certification), if materials are placed in WOS.

Panorama will coordinate with the Lahontan Regional Water Quality Control Board (Lahontan) to discuss potential project impacts and permitting requirements. If a permit is necessary, Panorama will provide a draft application for comment to the County (to assure language and measures are acceptable), and then

prepare a final application for agency submittal under this task. The County will need to sign and mail the final application with the appropriate fees.

Panorama will review the draft permit issued by Lahontan and provide one round of comments on permit measures required by Lahontan. Panorama will review the final permit to make sure comments were adequately addressed. Following construction, Panorama will prepare a notice of project completion and Permit Revocation Notice to terminate permit coverage. Panorama will address one round of comments on the notices and provide final notices for the County to submit to Lahontan. If permit coverage is not revoked, the County may be required to pay annual permit fees until the permit is revoked.

Assumptions. The Carroll Creek Road Bridge Replacement does not require permits for impacts to wildlife nor Waters of the US or WOS. The Walker Creek Road Bridge Replacement does not require a 1600 permit from CDFW nor permits for impacts to Waters of the US. Panorama will have access to project construction records following construction to facilitate the production of the notice of project completion and Permit Revocation Notice.

Optional Task 9.2 Deliverables:

- ✓ **Optional:** Draft and Final 2081 Incidental Take Permit (from CDFW) application, if needed
- ✓ **Optional:** Draft and Final WDR application
- ✓ **Optional:** Draft and Final Notice of Completion
- ✓ **Optional:** Draft and Final Permit Revocation Notice

TASK 10: GENERAL RIGHT-OF-WAY SERVICES

Task 10.1: General Right of Way Services at Carroll Creek Road

Task 10.1.1: Project Management and Certification

Coordinate with the County and Quincy to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Quincy to complete the Right of Way Certification for County's submittal.

Task 10.1.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and/or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by Quincy.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than $10,000, is uncomplicated, and adequate market data is available the County may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. An independent appraisal review is not required for the Carroll Creek project.

Task 10.1.3: Right of Way Acquisition

BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
   a. Go through the *acquisition steps* outlined; plus
   b. Make up to six attempts to contact the owner (personal call, letter or phone call) in any combination. Contact attempts will be made at least once each week; plus
   c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.

10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.1.4: Title and Escrow Services (optional task)

If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of $750 per parcel would be added to the budget for the project. A preliminary right-of-way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 1 @ $750 / per parcel
- Title Report, total 1 @ $750 / per parcel

Task 10.1.5: Condemnation Support (task not included)

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The BLM parcel will not require an appraisal report, title report or escrow services. The DWP may require a title report, appraisal and escrow services. These items are placed in the budget as a contingency cost.

Task 10.2: General Right of Way Services at Walker Creek Road

Task 10.2.1: Project Management and Certification

Coordinate with the County and Engineering Consultant to minimize risks associated with the project. Provide periodic updates to involved parties. Once the right of way is secured, BRI will work with County and Engineering Consultant to complete the Right of Way Certification for County's submittal.

Task 10.2.2: Right of Way Appraisals

For the parcels impacted by the project, BRI will develop an appraisal of an opinion of fair market value for the Fee, Permanent Easement and/or Temporary Construction Easement interest as required from the properties. The Appraisal Report will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended; fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Hypothetical Conditions and /or Jurisdictional Exceptions may apply in some cases. Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the principle engineering consultant.

Some items that may affect the appraisal process may include:

- Complexity of the valuation
- Impact of interests to be acquired (e.g. Fee; Permanent and/or Temporary Easement
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Market investigation of vacant and improved comparable data
- Verification of data with sources knowledgeable with the pertinent details of the transaction
- Analysis of all appropriate data in before and after conditions to arrive at opinion of value
- Preparation of report
- Onsite physical inspection of the subject properties with the Owner (where possible)

If the anticipated parcel take will have a value of less than $10,000, is uncomplicated, and adequate market data is available the City may establish that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings.

Optional Task 10.2.2.1 Right of Way Appraisal Review (optional task)
If required, an independent Appraisal Reviewer will conduct a formal review of each narrative appraisal as required under provisions in the Federal Uniform Act. This activity is not required for valuations performed (Waiver Valuation) that have an opinion of value less than $10,000 and where the Agency has established that an appraisal is not required.

Task 10.2.3: Right of Way Acquisition
BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers in accordance with state and federal laws and following the County's processes. BRI will prepare the offer letter based on an amount established from the fair market value appraisal and what the County believes to be Just Compensation. The offer must be equal to or greater than the opinion of market value. BRI will meet with the owners and convey documents until acceptance or impasse is reached regarding necessary acquisitions and easements. BRI will contact each property owner at least 6 times within the first 60 days of approval to proceed. BRI will attempt to meet with each owner at least 1 time in person and may make additional contacts by phone, e-mail or through the postal service.

Steps within the acquisition process are outlined below and will be tailored to the client's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps, and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way purchase agreements and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.

6. The acquisition task assumes a settlement by the sixth contact either in person, telephone, or e-mail. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*:
   a. Go through the *acquisition steps* outlined; plus
   b. Make up to six attempts to contact the owner (personal call, letter, or phone call) in any combination. Contact attempts will be made at least once each week; plus
   c. Respond to property owner inquiries verbally and in writing within two business days.
7. Deliver signed purchase agreement contract and signed and acknowledged documents for a closed transaction or deliver a memorandum explaining impasse.
8. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the client to accept, reject, or modify the counter-offer.
9. If the client accepts the counter-offer, BRI will prepare up to one (1) Administrative Settlement that complies with State and Federal guidelines.
10. BRI will work with all parties to encourage acquisition within 60 days of the approval of the just compensation.
11. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
12. BRI will prepare a final report, including transfer of all pertinent correspondence and files to client.

Task 10.2.4: Title and Escrow Services (Optional task)
If necessary, BRI will acquire a title report for each of the impacted parcels. Fee of $750 per parcel would be added to the budget for the project. A preliminary right of way budget estimate can be prepared if required. An optional task that is available is escrow services.

Assumptions:

- Escrow Services, total 5 @ $750 / per parcel
- Title Report, total 5 @ $750 / per parcel

Task 10.2.5: Condemnation Support (task not included)
BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the County staff by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the County legal team to develop the minimum 15-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill the services based on an hourly rate.

Note: The DWP parcel may require a title report, non-complex appraisal, and escrow services. These items are placed in the budget as a contingency cost.

TASK 11: BID SUPPORT

The individuals that were directly involved in the design will be available during the bid period to answer questions, interpret the plans and specifications, prepare addendums (if needed), and provide general

ATTACHMENT B

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (12%) at the rates shown in the attached Exhibit 10-H1 Cost Proposal, submitted by Quincy Engineering Inc. of Rancho Cordova, CA, dated June 4, 2018 for the services described in Attachment A to the contract, Scope of Work. These rates and costs identified herein shall constitute full compensation for providing all services labor, equipment, materials and other incidentals necessary to perform all work described in Attachment A to the contract, Scope of Work.

The costs described in Attachment A to the contract, Scope of Work, are projected cost estimates of probable costs incurred by the consultant. The total compensation to be provided shall not exceed $876,903(eight hundred seventy six thousand, nine hundred and three dollars). If an increase to the estimated projected cost is expected, request for approval of the increase must be made in writing by the Consultant to the County prior to incurring the increase, and approved by the Board of Supervisors. Any increase will be effective by written Amendment to the contract only.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Carroll Creek Bridge Replacement BRLO-5948(074)
Project No. BRLO-5948(074) Contract No. BRLO-5948(074) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	$70-$105	0.0	$ 86.00	$ -
Principal Eng. *	James Foster	JF	$70-$105	113.0	$ 86.00	$ 9,718.00
Senior Eng. *	Robert Ferguson	RF	$49-$79	275.0	$ 56.80	$ 15,620.00
Assoc Eng.	Juan Cruz	JCr	$32-$63	180.0	$ 46.10	$ 8,298.00
Senior Eng.	Mike Sanchez	MS	$49-$79	146.0	$ 65.00	$ 9,490.00
Assist Eng. II	Carlos Silva	CS	$32-$55	277.0	$ 51.30	$ 14,210.10
Assoc Eng.	Lacey Smith	LSm	$32-$63	172.0	$ 55.10	$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	$32-$63	74.0	$ 44.10	$ 3,263.40
CAD Manager	Bob Maechler	BM	$34-$56	299.0	$ 47.10	$ 14,082.90
Survey Mgr	Jim Thornton	JT	$37-$67	25.0	$ 55.00	$ 1,375.00
Survey Tech	Alfonso Dabu	AD	$29-$47	58.0	$ 41.00	$ 2,378.00
Assoc Eng.	Ryan Kotey	RK	$32-$63	32.0	$ 46.10	$ 1,475.20
Survey Chief of Party **	Survey Chief of Party	SCoP	$37-$67	60.0	$ 46.71	$ 2,802.60
Rodman **	Survey Chainman / Rodman	SCR	$29-$47	60.0	$ 43.63	$ 2,617.80
Assist Eng. I	Chris Brazil	CB	$26-$46	12.0	$ 30.80	$ 369.60
Senior PM	Carolyn Davis	CD	$55-$95	17.0	$ 71.80	$ 1,220.60
				1800.0		$ 96,398.40

LABOR COSTS

a) Subtotal Direct Labor Costs $96,398.40
b) Estimated Salary Increases for Multi-Year Project $1,201.80 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $97,600.20

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%): e) Total Fringe Benefits [(c) x (d)] $44,847.29
f) Overhead (Rate: 123.84%): g) Overhead [(c) x (f)] $120,868.09
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $165,715.38

FIXED FEE

k) Fixed Fee (12.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $31,597.87

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	1600	miles @	$0.545	$872.00
Pier Diem/ Hotel	5	days @	$150.00	$750.00
Delivery	0	@	$20.00	$0.00
Vendor Reproduction				
Mylar	39	@	$55.00	$2,145.00
81/2 X 11 Reproduction		@		$0.00
11 X 17 Reproduction		@		$0.00
Mounting Boards for Presentations		@		$0.00
Newsletters (Translation and printing)		@		$0.00
Subtotal Vendor Reproduction				$2,145.00
Title Report	0	@	$0.00	$0.00
Prevailing Wage Differential				$2,277.38
m) **TOTAL OTHER DIRECT COSTS**				$6,044.38

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

Panorama	$58,825.59	
WRECO	$23,846.00	
Kleinfelder	$8,219.74	
Bender-Rosenthal	$18,055.00	
	$108,946.33	$108,946.33

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$409,904.16**

NOTES:
1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
5 Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(074) Date 6/4/2018

Carroll Creek Bridge Replacement BRLO-5948(074)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 96,398.40	1800	=	$53.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.55	+	2.5%	=	$54.89	Year 1 Avg Hourly Rate
Year 2	$54.89	+	5.0%	=	$57.63	Year 2 Avg Hourly Rate
Year 3	$57.63	+	5.0%	=	$60.51	Year 3 Avg Hourly Rate
Year 4	$60.51	+	5.0%	=	$63.54	Year 4 Avg Hourly Rate
Year 5	$63.54	+	5.0%	=	$66.72	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1800.0	=	900.0	Estimated Hours Year 1
Year 2	50.00%	*	1800.0	=	900.0	Estimated Hours Year 2
Year 3	0.00%	*	1800.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1800.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1800.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1800.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.55	*	900	=	$48,199.20	Estimated Hours Year 1
Year 2	$54.89	*	900	=	$49,401.00	Estimated Hours Year 2
Year 3	$57.63	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$60.51	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$63.54	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$97,600.20	
	Direct Labor Subtotal before Escalation			=	$96,398.40	
	Estimated total of Direct Labor Salary Increase			=	**$1,201.80**	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(074) Project Name: Carroll Creek Bridge Replacement BRLO-5948(074)

No.	TASKS	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assist Eng. II	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng	Survey Chief of Party **	Survey Chainman / Rodman **	Assist Eng. I	Senior PM	Quincy Total Hours	Quincy NLF Budget	Panorama	WRECO	Kleinfelder	Bender-Rosenthal	Subconsultant Subtotal	
		JQ	JF	RF	JCr	MS	CS	LSm	Aca	BM	JT	AD	RK	SCoP	SCR	CB	CD		Actual Labor Multiplier						
	Initial Hourly Rate	$86.00	$86.00	$58.80	$46.10	$65.00	$51.30	$55.10	$44.10	$47.10	$55.00	$41.00	$46.10	$48.71	$43.63	$30.80	$71.80								
	Includes Efficiencies resulting from doing Walker Creek at same time																		3.022						
1	**Project Management**																	0.0	$0					$0	
	Task 1.1 Project Management																	0.0	$0					$0	
	Schedule Updates (14)		8.0															8.0	$2,079					$0	40% reduction for efficiency
	Invoices and Progress Reports (14)		8.0															8.0	$2,079					$0	40% reduction for efficiency
	CT HBP Forms 6A-6D, 7A-7D (1 each)		3.0	2.0														5.0	$1,123					$0	40% reduction for efficiency
	Task 1.2 Project Review Meetings																	0.0	$0					$0	
	In-pereson meetings (1)		9.0	9.0														18.0	$3,883					$0	40% reduction for efficiency
	PDT Teleconferences (10)		6.0	6.0														12.0	$2,589					$0	40% reduction for efficiency
	Meeting Agendas & Summaries (14)		8.0	8.0														16.0	$3,452					$0	40% reduction for efficiency
	Task 1.3 Update Rights of Entry (4)		2.0	7.0														9.0	$1,721					$0	
2	**Environmental Documentation**																	0.0	$0	$53,776				$53,776	
	Task 2.1 Project coordination		2.0	8.0														10.0	$1,893					$0	
	Task 2.2 Biological Assessment		[illegible]	[illegible]														[illegible]	$946					$0	
	Task 10.1.3 RW Acquisition																	0.0	$0				$8,000	$8,000	
	Task 10.1.4 Title and Escrow Services **(Optional)**																	0.0	$0				$1,500	$1,500	
	Task 10.1.5 Condemnation Support **(Optional)**																	0.0	$0					$0	
11	**Bid Support**		2.0	8.0		8.0												18.0	$3,464					$0	
12	**Construction Support (Optional)**																	0.0	$0					$0	20% reduction for Efficiency
	Task 14.1 Construction Staking Information		1.0	3.0		3.0	19.0											26.0	$4,309.17					$0	40% reduction for efficiency
	Task 14.2 Construction Engineering Support		6.0	19.0		10.0												35.0	$6,784.20					$0	40% reduction for efficiency
	Task 14.2.1 Submittal Review		2.0	24.0		12.0												38.0	$6,995.72					$0	40% reduction for efficiency
	Task 14.2.2 Precast Source Inspection		1.0	10.0	10.0													21.0	$3,369.14					$0	20% reduction for Efficiency
13	**Prepare Record Drawings**		2.0	3.0		3.0				13.0								21.0	$3,474					$0	
																								$0	
	Subtotal- Hours	0	113.0	275.0	180.0	146.0	277.0	172.0	74.0	299.0	25.0	56.0	32.0	60.0	60.0	12.0	17.0	1800.0	$291,282.03					0	
	Estimated Salary Increases for Multi-Year Project																		$3,631.42						
	Other Direct Costs																		$6,044.38					0	
	Total Cost	$0	$9,718	$15,620	$8,298	$9,490	$14,210	$9,477	$3,263	$14,083	$1,375	$2,378	$1,475	$2,803	$2,618	$370	$1,221	$95,398	$300,958	$58,828	$23,646	$8,220	$18,055	$108,946	
																		OK	within $.01					OK	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
Optional Tasks not included

QUINCY ENGINEERING

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee Contracts

[X] Prime Consultant [ ] Subconsultant

Consultant **Quincy Engineering, Inc.**
Project Name Walker Creek Bridge Replacement BRLO-5948(076)
Project No. BRLO-5948(076) Contract No. BRLO-5948(076) Date 6/4/2018

DIRECT LABOR

Classification/Title	Name	Initials	Range	Hours	Initial Hourly Rate	Total
Principal Eng.	John Quincy	JQ	$70-$105	0	$ 86.00	$ -
Principal Eng. *	James Foster	JF	$70-$105	117	$ 86.00	$ 10,062.00
Senior Eng. *	Robert Ferguson	RF	$49-$79	286	$ 56.80	$ 16,244.80
Assoc Eng.	Juan Cruz	JCr	$32-$63	180	$ 46.10	$ 8,298.00
Senior Eng.	Mike Sanchez	MS	$49-$79	146	$ 65.00	$ 9,490.00
Assist Eng. II	Carlos Silva	CS	$32-$55	293	$ 51.30	$ 15,030.90
Assoc Eng.	Lacey Smith	LSm	$32-$63	172	$ 55.10	$ 9,477.20
Assoc Eng.	Ariana Castillo	Aca	$32-$63	74	$ 44.10	$ 3,263.40
CAD Manager	Bob Maechler	BM	$34-$56	299	$ 47.10	$ 14,082.90
Survey Mgr	Jim Thornton	JT	$37-$67	31	$ 55.00	$ 1,705.00
Survey Tech	Alfonso Dabu	AD	$29-$47	89	$ 41.00	$ 3,649.00
Assoc Eng.	Ryan Kotey	RK	$32-$63	44	$ 46.10	$ 2,028.40
Survey Chief of Party **	Survey Chief of Party	SCoP	$37-$67	71	$ 46.71	$ 3,316.41
Rodman **	Survey Chainman / Rodr	SCR	$29-$47	60	$ 43.63	$ 2,617.80
Assist Eng. I	Chris Brazil	CB	$26-$46	8	$ 30.80	$ 246.40
Senior PM	Carolyn Davis	CD	$55-$95	17	$ 71.80	$ 1,220.60
				1887		$ 100,732.81

LABOR COSTS

a) Subtotal Direct Labor Costs $100,732.81
b) Estimated Salary Increases for Multi-Year Project $1,261.92 *(see calculation page attached)*
c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $101,994.73

INDIRECT COSTS

d) Fringe Benefits (Rate: 45.95%): e) Total Fringe Benefits [(c) x (d)] $46,866.58
f) Overhead (Rate: 123.84%): g) Overhead [(c) x (f)] $126,310.27
h) General Administration (Rate: 0.0%): i) Gen & Admin [(c) x (h)] $0.00
j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $173,176.84

FIXED FEE

k) Fixed Fee (12.0%): l) **TOTAL FIXED FEE** [(c) + (j)] x (k) $33,020.59

CONSULTANT'S OTHER DIRECT COSTS (ODC)

Travel *(@ active IRS mileage rate)*	1600	miles @	$0.545	$872.00	
Pier Diem/ Hotel	5	days @	$150.00	$750.00	
Delivery	0	@	$20.00	$0.00	
Vendor Reproduction					
Mylar	39	@	$55.00	$2,145.00	
81/2 X 11 Reproduction		@		$0.00	
11 X 17 Reproduction		@		$0.00	
Mounting Boards for Presentations		@		$0.00	
Newsletters (Translation and printing)		@		$0.00	
Subtotal Vendor Reproduction				$2,145.00	
Title Report	0	@	$0.00	$0.00	
Prevailing Wage Differential				$2,694.90	
			m) **TOTAL OTHER DIRECT COSTS**	$6,461.90	$6,461.90

n) **SUBCONSULTANT COSTS** *(attach detailed cost proposal for each subconsultant)*

Panorama (DBE)	$33,657.12	
WRECO (DBE)	$25,383.00	
Kleinfelder	$29,054.68	
Bender-Rosenthal	$64,250.00	
	$152,344.80	$152,344.80

o) **TOTAL COST** [(c) + (j) + (l) + (m) + (n)] **$466,998.86**

NOTES:
1. Key personnel marked with an asterisk (*).
2. Employees subject to prevailing wage marked with two asterisks (**).
3. Anticipated salary increases calculation (Item"b") on attached page.
4. Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
5 Optional Tasks not included

EXHIBIT 10-H1 COST PROPOSAL

ACTUAL COST-PLUS-FIXED FEE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Quincy Engineering, Inc. Contract No. BRLO-5948(076) Date 6/4/2018

Walker Creek Bridge Replacement BRLO-5948(076)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$ 100,732.81	1887	=	$53.38	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

Proposed Escalation = 5.0%

	Avg Hourly Rate		Proposed Escalation			
Year 1	$53.38	+	2.5%	=	$54.72	Year 1 Avg Hourly Rate
Year 2	$54.72	+	5.0%	=	$57.46	Year 2 Avg Hourly Rate
Year 3	$57.46	+	5.0%	=	$60.33	Year 3 Avg Hourly Rate
Year 4	$60.33	+	5.0%	=	$63.35	Year 4 Avg Hourly Rate
Year 5	$63.35	+	5.0%	=	$66.52	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1887.0	=	943.5	Estimated Hours Year 1
Year 2	50.00%	*	1887.0	=	943.5	Estimated Hours Year 2
Year 3	0.00%	*	1887.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	1887.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	1887.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1887.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$53.38	*	944	=	$50,366.41	Estimated Hours Year 1
Year 2	$54.72	*	944	=	$51,628.32	Estimated Hours Year 2
Year 3	$57.46	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$60.33	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$63.35	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$101,994.73	
	Direct Labor Subtotal before Escalation			=	$100,732.81	
	Estimated total of Direct Labor Salary Increase			=	**$1,261.92**	Transfer to Page 1

NOTES:

- This assumes that an average of one half year will be worked at the rate on the cost proposal.

Cost Proposal

Project Number: BRLO-5948(076) Project Name: Walker Creek Bridge Replacement BRLO-5948(076)

No.	TASKS	Principal Eng	Principal Eng	Senior Eng	Assoc Eng	Senior Eng	Assist Eng. II	Assoc Eng	Assoc Eng	CAD Manager	Survey Mgr	Survey Tech	Assoc Eng.	Survey Chief of Party **	Survey Chainman / Rodman **	Assist Eng. I	Senior PM	Quincy Total Hours	Quincy Total Labor Dollars	Quincy NLF Budget	Panorama (DBE)	WRECO (DBE)	Kleinfelder	Bender-Rosenthal	Subconsultant Subtotal	
		JQ	JF	RF	JCr	MS	CS	LSm	Aca	BM	JT	AD	RK	SCoP	SCR	CB	CD		Direct Labor	Actual Labor Multiplier						
	Initial Hourly Rate	$85.00	$55.00	$56.10	$46.10	$65.00	$51.30	$55.10	$44.10	$47.10	$55.00	$41.00	$46.10	$46.71	$43.83	$30.80	$71.80									
	Includes Efficiencies resulting from doing Carroll Creek at same time																			3.022						
1	Project Management																	0.0	$0	$0					$0	
	Task 1.1 Project Management																	0.0	$0	$0					$0	
	Schedule Updates (14)		8.0															8.0	$688	$2,079					$0	40% reduction for efficiency
	Invoices and Progress Reports (14)		8.0															8.0	$688	$2,079					$0	40% reduction for efficiency
	CT HBP Forms 6A-8D, 7A-7D (1 each)		2.0	3.0														5.0	$342	$1,035					$0	40% reduction for efficiency
	Task 1.2 Project Review Meetings																	0.0	$0	$0					$0	
	In-pereson meetings (1)		10.0	10.0														20.0	$1,428	$4,315					$0	40% reduction for efficiency
	PDT Teleconferences (10)		6.0	6.0														12.0	$857	$2,589					$0	40% reduction for efficiency
	Meeting Agendas & Summaries (14)		8.0	8.0														16.0	$1,142	$3,452					$0	40% reduction for efficiency
	Task 1.3 Update Rights of Entry (4)		2.0	7.0														9.0	$570	$1,721					$0	
2	Environmental Documentation																	0.0	$0	$0	$22,668				$22,668	
	Task 2.1 Project coordination		2.0	8.0														10.0	$626	$1,893					$0	
	Task 2.2 Biological Assessment		1.0	4.0														5.0	$313	$946					$0	
	Task 2.3 Environmental Documents		2.0	8.0														10.0	[illegible]	[illegible]					$0	
11	Bid Support		2.0	8.0		8.0												18.0	$1,146	$3,464					$0	
12	Construction Support (Optional)																	0.0	$0	$0					$0	20% reduction for Efficiency
	Task 14.1 Construction Staking Information		1.0	3.0		3.0	19.0											26.0	$1,426	$4,309					$0	40% reduction for efficiency
	Task 14.2 Construction Engineering Support		6.0	19.0		10.0												35.0	$2,245	$6,784					$0	40% reduction for efficiency
	Task 14.2.1 Submittal Review		2.0	24.0		12.0												38.0	$2,315	$6,998					$0	40% reduction for efficiency
	Task 14.2.2 Precast Source Inspection		1.0	10.0	10.0													21.0	$1,115	$3,369					$0	20% reduction for Efficiency
13	Prepare Record Drawings		2.0	3.0		3.0				13.0								21.0	$1,150	$3,474					$0	
																			$0						$0	
	Subtotal- Hours	0.0	117.0	286.0	180.0	146.0	293.0	172.0	74.0	299.0	31.0	89.0	44.0	71.0	60.0	8.0	17.0	1887.0	$100,732.81	$304,379.09					0	
	Estimated Salary Increases for Multi-Year Project																		$1,261.92	$3,813.06						
	Other Direct Costs																			$6,461.90					0	
	Total Cost	$0	$10,062	$16,245	$8,298	$9,490	$15,031	$9,477	$3,263	$14,083	$1,705	$3,649	$2,028	$3,316	$2,618	$246	$1,221	$100,733	$101,995	$314,654	$33,657	$25,383	$29,055	$64,250	$152,345	
																		OK	OK	within $.01					OK	

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 169.79% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost. The overhead rate (ICR) shall remain fixed for the contract duration or until both parties agree to modify the rate in writing.
Optional Tasks not included

QUINCY ENGINEERING

Walker Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
3.3	Optional Test Borings at Walker Creek	Kleinfelder	79	$ 20,834.94
6.2	Alignment Staking	Quincy	40	$ 6,341.30
6.4	Record of Survey	Quincy	98	$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	$ 2,944.29
9.1	Incidental Take Permit	Quincy	5	$ 946.38
		Panorama Environmental	45	$ 5,795.51
9.2	Walker Creek Road Permits	Quincy	5	$ 946.38
		Panorama Environmental	41	$ 5,193.48
10.2.2.1	Right of Way Appraisal Review	Bender Rosenthal	-	$ 6,000.00
10.2.4	Title and Escrow Services	Bender Rosenthal	-	$ 7,500.00
10.2.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	$ -
12	Construction Support	Quincy	119	$ 21,458.23
Total			**449**	**$ 93,268.97**

Carroll Creek - Optional Tasks

Task No.	Description	Company Assigned to	Hours	Cost
2.4	Biological Surveys	Panorama Environmental	39	$ 5,049.69
6.2	Alignment Staking	Quincy	40	$ 6,341.30
6.4	Record of Survey	Quincy	98	$ 15,308.46
8.2.2.1	Prepare County Boiler Plate Specifications	Quincy	17	$ 2,944.29
10.1.4	Title and Escrow Services	Bender Rosenthal	-	$ 1,500.00
10.1.5	Condemnation Support (Hourly Billing)	Bender Rosenthal	-	$ -
12	Construction Support	Quincy	119	$ 21,458.23
Total			**313**	**$ 52,601.97**

The costs associated with optional tasks 10.1.5 and 10.2.5 for Bender Rosenthal for Condemnation Support are not included because the effort for this task cannot be readily estimated. However, this optional task is rarely required and presents a low risk of being needed for these projects.

We truly appreciate our past work with the County. Please let us know if additional scope and cost reductions are desired.

Respectfully Submitted,
QUINCY ENGINEERING, INC.

John S. Quincy, PE
President

ATTACHMENT C

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31,2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Quincy Engineering, Inc.'s Exhibit 10-H1 Cost Proposal (Attachment B) for Travel and Per Diem expenses.

ATTACHMENT D

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** June 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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 or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

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

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, 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 consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

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

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

Verification of Coverage
Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Quincy Engineering Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: July 10, 2018 **TO:** July 31, 2021

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.

3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,

5. **Safety**. The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

   Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

   Any subcontract entered into as a result of this contract shall contain all of these provisions.

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

September 8, 2026

Reference ID:
2026-653

Approval of USDA Loan and Grant Documents for the Lone Pine Water System Improvements Project

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Meaghan McCamman, Deputy County Administrator, Marc Lucas, Associate Civil Engineer, Ashley Helms, Deputy Public Works Director - Airports, Breanne Nelums, Senior Management Analyst

RECOMMENDED ACTION:

A) Conduct a public meeting pursuant to the requirements of 7 CFR 1780.19 for the Lone Pine Water System Improvement Project;
B) Approve the loan and associated grant offered by the United States Department of Agriculture (USDA) Rural Development for financing the Lone Pine Water System Improvements Project;
C) Authorize the Acting County Administrative Officer, or designee, to execute all USDA Rural Development loan and grant documents associated with the project, including but not limited to the Letter of Conditions, Loan Resolution, Grant Agreement, and all other required forms, with the concurrence of the County Auditor-Controller and Treasurer-Tax Collector; and
D) Direct staff to complete all necessary actions to finalize funding acceptance and proceed with project implementation.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Public Works requests that the Board accept the USDA Rural Development loan and grant funding for the Lone Pine Water System Improvements Project. The Lone Pine community relies on an aging water distribution system that has exceeded its industry-standard useful life and continues to experience frequent leaks, breaks, and costly emergency repairs. Many of the existing water mains are more than 50 years old and at elevated risk of failure.

The proposed project will replace existing water mains and laterals only, all within the same previously disturbed roadways, rights-of-way, and yards. No expansion in capacity or service area is included in this project. The project is necessary to improve reliability, reduce maintenance costs, and protect public health by minimizing the risk of system failures and contamination during pressure losses. The USDA loan and grant package will allow the County to move forward with this critical infrastructure replacement.

USDA Rural Development has offered the County a loan and grant package to finance the Project. While the attached Letter of Conditions from the USDA is still in DRAFT form and a final offer has not yet been

received, the final letter of conditions will closely mirror or exactly mirror the attached draft. Current estimated terms include an interest rate set at the lowest rate in effect at the time of loan approval (estimated to be approximately 2.875%), a repayment period of 40 years, and a loan amount of $4,000,000, accompanied by a grant amount of $3,249,000. Using these draft numbers, the County could expect an annual payment of $169,571. In addition, a debt service reserve fund is required as a part of this proposal, equal to approximately $1,413 per month. Final amounts will be determined upon USDA issuance of final obligation documents.

Federal regulation 7 CFR 1780.19 requires a public meeting prior to final acceptance of USDA funding. Conducting the public meeting required by 7 CFR 1780.19 and approving the associated USDA documents will allow the County to proceed with securing federal financing and prepare for construction. Declining to proceed would leave the Lone Pine Water System dependent on deteriorated pipelines that have already resulted in significant service disruptions and emergency repair costs in recent years. A Notice of Intent to apply for the grant/Notice of Public Meeting was published in the newspaper of record on August 27, 2026 (see attached).0

The Project is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(c), Replacement or Reconstruction. This exemption applies to the replacement or reconstruction of existing utility systems and facilities involving negligible or no expansion of capacity.

The Lone Pine Water System Improvements Project qualifies for this exemption because it consists entirely of replacing existing water pipelines in the same locations and serving the same purpose, with no expansion of use or service area. All work will occur within previously disturbed areas.

FISCAL IMPACT:

Funding Source	Non-General Fund - Water Systems budget	**Budget Unit**	152220
Budgeted?	No	**Object Code**	4555/4552
Recurrence	One-Time Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact
The Inyo County Department of Public Works has an approved and budgeted contract for preliminary design and engineering with an approved not-to-exceed amount of $361,361.
Future Fiscal Year Impacts
The cost estimates for this project are preliminary, and the details of USDA funding have not yet been finalized. However, current draft loan documents specify the following: • A loan of up to $4,000,000; • A grant of up to $3,249,000; • A $500,000 County contribution from the water systems fund balance. With an estimated 2.875% interest rate, the annual loan payment equals $169,571 per year over 40 years, plus a required debt service reserve fund contribution equal to approximately $1,413 per month or $16,956 per year for the first ten years, until a total of $169,571 is held in the debt service reserve. The County may choose to make larger payments and shorten the repayment period, which would reduce the total interest paid over time.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the Board declines to approve the USDA loan and grant documents, the County will be unable to secure federal financing for the Lone Pine Water System Improvements Project. Without USDA funding, the Lone Pine Water System will remain reliant on aging and deteriorated pipelines that have exceeded their useful life and continue to experience frequent leaks, failures, and costly emergency repairs. Delaying or foregoing the project would increase financial, operational, and public health risks, and the County would need to identify alternative funding sources, which may not be available or may impose less favorable terms. For these reasons, pursuing the USDA loan and grant package is the recommended course of action.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community-Supporting Infrastructure Improvements
High-Quality Services I Improved County Facilities

APPROVALS:

Meaghan McCamman	Created/Initiated - 08/31/2026
Darcy Israel	Approved - 08/31/2026
Meaghan McCamman	Approved - 09/01/2026
Amy Shepherd	Approved - 09/01/2026
John Vallejo	Approved - 09/02/2026
Ashley Helms	Approved - 09/02/2026
Denelle Carrington	Final Approval - 09/02/2026

ATTACHMENTS:

1. Draft Letter of Conditions - County of Inyo, Lone Pine
2. Proof of Publication

8/26/2026

County of Inyo
168 N Edwards St
Independence, CA 93526

SUBJECT: Letter of Conditions
Recipient Name: County of Inyo
Project Name: Lone Pine Mains and Laterals Project
Water and Waste Disposal Systems for Rural Communities
Assistance Listings Number - 10.760

Agency Loan:	$4,000,000
Agency Grant:	$3,249,000
Applicant Contribution:	$500,000

Dear County of Inyo:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application, including US Department of Agriculture General Terms and Conditions for Federal Awards effective December 31, 2025 (USDA GT&C). The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development (RD), both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. This includes any significant changes in the Applicant's financial condition, operation, organizational structure or executive leadership. Any changes made without Agency concurrence may be cause for discontinuing processing of the application.

This letter does not constitute loan and grant approval, nor does it ensure that funds are or will be available for the project. The funding is being processed on the basis of a loan not to exceed $4,000,000 and grant not too exceed $3,249,000. The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds" is signed by the Agency approval official.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. You must meet all conditions set forth under Section III – Requirements Prior to Advertising for Bids within 1 year of this letter.

If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be

given to your application, please execute and return the following forms within 3 days:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

All parties may access information and regulations referenced in this letter at our website located at: Water and Environmental Programs | Rural Development (usda.gov) and the USDA GT&C https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf

The conditions are as follows:

SECTION I - PROJECT SCOPE

1. Project Description – Funds will be used to address these major components of the proposed Water Pipeline Replacement Project are described below:

The project consists of replacing approximately 26,500 feet of water mains and associated service laterals within the Lone Pine distribution system. The design and construction work is proposed to be spread across two phases due to the timing of the Lone Pine Town Street Pavement Rehabilitation Project, which is scheduled for construction in 2028 using Surface Transportation Program (STP) funds that will expire if not expanded by that deadline. Because the water distribution system lies directly beneath the streets slated for reconstruction, it is essential that deteriorated water mains and service laterals be replaced before any paving occurs. Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER), prepared by Marc Lucas, PE 90254 from County of Inyo approved on 8/26/26, as concurred with by the Agency.

2. Project Funding – The Agency is offering the following funding for your project:

Agency Loan:	$4,000,000
Agency Grant:	$3,249,000

The applicant understands it is seeking loan and grant combo assistance through the Water and Environmental Program. Further, the applicant understands any change in funding that includes grant may cause the Agency to reassess program participation.

This offer is based upon the following additional funding being obtained.

Applicant Contribution:	$500,000

TOTAL PROJECT COST - $ 7,749,000

Any changes in funding sources following obligation of Agency funds must be reported to the processing official.

The applicant must certify that they have exhausted all other funding avenues and have no pending funding considerations from any other sources. Further, the applicant must certify that they do not intend to apply anywhere else for funding for this project. If, after obligation of Agency funds, other funding becomes available, the Agency reserves the right to deobligate any, and all funding for this project and to re-underwrite. This may result in the offering of a different funding package for this project.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:	**Total Budgeted:**	
Bond Counsel	$ 25,000	
Legal Counsel	$ 15,000	
Interim Financing Expense	$ 300,000	
PER Report Services	$ 5,000	
Engineering Services	$ 968,111	
Includes:		
Bidding Requirements		$ 325,500
Design Phase		$ 344,961
Bidding Assistance		$ 16,400
Engineering Bid		$ 10,000
Resident Project Representative		$ 271,250
Construction Contract	$ 5,425,000	
Project Contingency	$ 1,010,889	
TOTAL	**$ 7,749,000**	

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. **Obligated loan funds not needed to complete the proposed project defined in the Project Scope will be deobligated. Project Costs also include Contingency funds, which are to only be used to cover unexpected costs within the scope of the approved project and not expand the scope of the project if funds remain at completion.** If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. An "Amended Letter of Conditions" will be issued for any significant changes to the total project budget.

4. Project Timeline – To ensure that the project proceeds in a timely manner, key processing milestones have been established in accordance with the PER or other Agency approved documentation. **Project should be completed and all Agency funds fully disbursed within three years of obligation.**

By accepting the terms outlined herein, you agree to adhere to the milestones specified below. If one or more of the milestones cannot be met, you must submit a written extension request to the Agency 30 days in advance, or no less than 10 calendar days before the referenced date.

Should your final payment date extend beyond three years from the obligation date, a written request must be submitted following the procedures outlined in Section VI of this letter, with a minimum of 90 days' notice before the benchmark date. The request must provide valid justification for the delay and include a revised project completion schedule. If the Agency concurs with the modification, written confirmation will be provided. The Agency reserves the right to de-obligate loan funds, or take other appropriate action, if the established or amended deadlines are not met.

Milestone	**Date**
Project Kickoff	Completed
Preliminary Investigations	Completed
Plans, Specs, Cost Preparation	January 2027
Bid Advertisements	February 2027
Contract Award	April 2027
Construction	June 2027

SECTION II – RATES & TERMS

5. Interest Rates and Loan Terms – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal annual amortized installments, beginning year after closing. For planning purposes, use a 2.875% interest which provides for an annual payment of $169,571. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

6. Security – The loan will be secured by a Revenue bond with first lien position in the amount of $ 4,000,000. The bond will be fully registered both in principal and interest under the name of the "United States of America, Acting through the United States Department of Agriculture." Bond Counsel will be utilized in preparation of these documents.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or associated laws. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)". A draft of all security instruments, including draft bond resolution, must be reviewed and concurred by the Agency prior to advertising for bids. Bond/loan resolutions must be duly adopted and executed prior to loan closing. The recipient may not transfer, sell or encumber the facility without Agency approval.

7. Reserves – Reserves must be properly budgeted and set aside to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency repairs, to assist with debt service should the need arise, and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this loan:

a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. For planning purposes, 10% of the proposed loan installment would equal $1,413.00 per month; this amount should be deposited monthly until a total of $16,956.00 has accumulated per year. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully funded amount is reached.

SECTION III –REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

8. Organization – The Bond Counsel transcripts of proceedings must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as for borrowing money, pledging security and raising revenues.

9. Suspension and Debarment Screening – (See also USDA GT&C, 8.0 DEBARMENT AND SUSPENSION) - You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

Principal –

i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
    1. Is in a position to handle federal funds;
    2. Is in a position to influence or control the use of those funds; or,
    3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

If the Agency staff is unable to confirm if any of the matches belong to the principal, the staff will request the Social Security Number (SSN), or at a minimum the last four digits of the SSN, to determine if the principal is suspended or debarred.

10. <u>Environmental Requirements</u> –

The project, as proposed, has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

11. <u>Engineering Services</u> – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids and must approve any modifications to this agreement.

12. <u>Contract Documents, Final Plans, and Specifications-</u> (See also USDA GT&C, 4.6 Procurement) - All development will be completed by contract in accordance with applicable provisions of 7 CFR 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and in compliance with all statutory requirements. Procurement must be made in accordance with requirements of 7 CFR 1780.70 and 72, and 2 CFR 200.320. You are responsible to share this with your engineer before pre-design.

a. The plans and specifications and all proposals required by law must be approved by the California regulatory body for water.

b. In preparing final design and providing service to the planned project area, you and your engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

c. The Agency will need to concur with the plans and specifications prior to advertising for bids. The Agency may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

d. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

e. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

f. Applicants that wish to do their procurement non-competitively will be required to request an exception to 7 CFR 1780.70(b). The Assistant Administrator, WEP, or designee, is delegated the exception authority pursuant to 7 CFR 1780.25 in individual cases, when it is determined to be in the Government's best interest.

g. Applicants that wish to pursue cost plus a percentage of cost and percentage of construction cost contracting will be required to request an exception to 7 CFR 1780.70 (f).

h. Additional project delivery methods such as fixed price design build (DB) and non-fast-tracked construction manager at risk (CMAR) or any other method other than the traditional design-bid-build are not pre-approved, so consideration will require OGC review and approval per 7 CFR 1780.61(a).

13. <u>Build America, Buy America (BABA) Requirements</u>- (See also USDA GT&C, 3.0 BUY AMERICA PREFERENCE) Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a. all iron and steel permanently installed in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. all manufactured products permanently installed in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. all construction materials permanently installed are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The BABA requirement applies to the entirety of an infrastructure project even if only a portion of the project is funded by Federal funds.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient of information on the process for requesting a waiver from these requirements.

Note that RD will generally only pursue project-specific, product-specific non-availability waivers for products with an extended cost exceeding the lesser of $50,000 or 20 percent of the project's de minimis cap. If the recipient is having trouble finding a domestic source for a lower-cost item, RD will assist with market research if requested but will not pursue a project-specific waiver, encouraging the recipient to utilize the De Minimis waiver instead. Note that "extended cost" is the cost to the contractor to purchase (but not install) the items, multiplied by the number of units needed for the project.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

a. applying the domestic content procurement preference would be inconsistent with the public interest;

b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Definitions
"Construction materials" includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical

transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

''Project'' means the construction, alteration, maintenance, or repair of infrastructure in the United States.
The link for information concerning BABA for USDA funded projects is:
https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/build-america-buy-america-baba-act

Owners are ultimately responsible for compliance with the evidence standards as outlined in the Build America Buy America (BABA) Appendix A to this Letter. Owners are required to maintain records as specified in their loan agreement, but in all cases, they should maintain records for a minimum of three years after the final expenditure report. Minimum records include certifications from manufacturers, the architect/engineer, and the prime contractor. Supporting documentation includes purchasing records and notes and photos taken by the Resident Project Representative (RPR). Further guidance regarding certifications will be provided by the Agency.

14. Legal Services –A legal services agreement is required with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

15. Property Rights - Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
b. **Form RD 442-20, "Right-of-Way Easement"** – This form, or similar format, may be used to obtain any necessary easements for the proposed project.
c. **Form RD 442-21, "Right-of-Way Certificate"** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
d. **Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way"** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.

The approving official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the

facility. Any such waivers must be provided by the approving official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

16. System Policies, Procedures, Contracts, and Agreements – The facility must be operated on a sound business plan which involves adopting policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence, along with the documents below, before closing instructions may be issued unless otherwise stated.

a. **Conflict of Interest Policy** – (See also USDA GT&C, 1.7 Conflict of Interest) - Prior to obligation of funds, you must certify in writing that your organization has in place up-to-date written standards of conduct covering conflict of interest. The standards of conduct must include disciplinary actions in the event of a violation by officers, employees, or agents of the borrower. The standards identified herein apply to any parent, affiliate or subsidiary organization of the borrower that is not a state or local government, or Indian Tribe. Policies and accompanying documents shall be furnished to Rural Development upon request.

   You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

   Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http://www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

   Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

c. **Contracts for Other Services/Lease Agreement** – (See also USDA GT&C, 1.15 Prior Approval) -Drafts of any contracts or other forms of agreements for other services, including audit, management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.

Fully executed copies of any policies, procedures, ordinances, contracts, or agreements above must be submitted prior to loan closing, with the exception of the conflict of interest policy, which must be in place prior to obligation of funds.

17. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of the previous paragraphs are complete, as well as a draft of the security instrument(s). Both your bond and legal counsel must comply with these instructions when closing the Agency loan.

18. System Users – This letter of conditions is based upon your indication at application that there will be at least 406 residential users, and 112 non-residential users on the existing system when construction is completed.

Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational.

19. Construction Account – (See also USDA GT&C, 4.0 FINANCIAL MANAGEMENT) - A separate construction account is not required for project funds. However, the recipient must be able to separately identify, report and account for all Federal funds, including the receipt, obligation and expenditure of funds, in accordance with 2 CFR 200.305. These funds must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage. **If the balances at the financial institution where federal funds will be deposited exceeds the FDIC insurance coverage, the excess amount must be collaterally secured up to 100 percent of the highest amount of funds expected to be deposited in the account at any one time, per the Department of Treasury regulations and requirements.**

20. Interim Financing – The Agency's policy is to utilize interim financing for all loans exceeding $500,000. Prepayment penalties on interim financing are not allowed. Borrowers are required to seek interim financing initially from private or cooperative lenders if funds can be borrowed at reasonable interest rates on an interim basis from those sources for the construction period. The fact that a commercial lender's rates are higher than current Agency interest rates does not necessarily mean that the commercial rate is not reasonable. In most cases, the borrower is issuing payment to the interim lender, and therefore, the borrower is responsible for the debarment and suspension screening of the interim lender.

21. Proposed Operating Budget – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance (O & M), debt service, and reserves. Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as your proposed rate schedule. The operating budget should be based on a typical year cash flow after completion of the construction phase and should be signed by the appropriate official of your organization. Form RD 442-7, "Operating Budget," or similar format may be utilized for this purpose. It is expected that O & M expenses will change over each successive year and user rates will need to be adjusted on a regular basis.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested, please contact our office for information.

22. Permits –The owner or responsible party will be required to obtain all applicable permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

23. Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that a RRA is completed within one year of the start of operation (substantial completion) and ERP certification is due six months from the date of the RRA certification. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Science and Technology and the Cybersecurity and Infrastructure Security Administration. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

24. Bid Authorization - Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

25. Disbursement of Agency Funds - (See also USDA GT&C, 4.1 Payments, Advance, Reimbursements) - Agency funds will be disbursed electronically into the construction account as they are needed. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to commencement of construction.

The order of disbursement is as follows: 1) Applicant contribution, 2) other funding sources, and 3) interim financing or Agency loan funds. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior the first disbursement.

26. Bid Tabulation – (See also USDA GT&C, 1.15 Prior Approval) -Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of

bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

a. **Cost Overruns –** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20 percent of the development cost at time of loan approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
b. **Excess Funds** - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and Letter of Conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be deobligated. Excess funds do not include contingency funds as described in this letter.
c. (See also USDA GT&C, 4.4 Interest Earned) - Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200.305 and interest in excess of $500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt, and there should be little interest accrual on the Federal funds. Instructions from the Agency can be requested on how to remit interest earned in excess of $500 per year. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

    - The recipient receives less than $250,000 in Federal awards per year.
    - The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.
    - The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
    - A foreign government or banking system prohibits or precludes interest-bearing accounts, or
    - An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

27. <u>Suspension and Debarment Screening</u> – (See also USDA GT&C, 2.0 SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS) - In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., engineer, attorneys, vendors, contractors, interim lender, etc.).

28. <u>Contract Review</u> – (See also USDA GT&C, 1.15 Prior Approval) -Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with 7 CFR 1780.61(b).

Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for concurrence. Construction cannot commence until the Agency has concurred in the construction contracts.

29. <u>Final Rights of Way</u> – Your attorney or title company must furnish a separate final title opinion or Title Insurance Policy on all real property related to the facility, now owned and to be acquired for this project, as of the day of loan closing or start of construction, whichever occurs first. Form RD 1927-10, "Final Title Opinion" may be used.

If any of the right-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

30. <u>Insurance and Bonding Requirements</u> - Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity bond coverage is maintained.

a. **General Liability Insurance** – Include vehicular coverage.
b. **Workers' Compensation** – In accordance with appropriate State laws.
c. **Guaranty or Fidelity Insurance**–Coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees. Each position is to be insured in an amount equal to the maximum amount of funds expected to be under the control of that position at any one time. The minimum coverage allowed will be an amount equal to the total annual debt service payment on the Agency loans. The coverage may be increased during construction based on the anticipated monthly advances.
d. **National Flood Insurance** - If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the national flood insurance program. Additionally, if the project involves acquisition or constriction in designated special flood or mudslide prone areas, a flood insurance policy must be in place at the time of loan closing.

e. **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency will be listed as mortgagee on the policy when the Agency has a lien on the property. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

The Agency is to be listed as "Other Insured" or "Certificate Holder" so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

31. Initial Civil Rights Compliance Review – The Agency will conduct an initial civil rights compliance review of the borrower prior to loan closing or start of construction, whichever occurs first. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

32. Self-Evaluation and Transition Plan - The self-evaluation and transition plan are to be completed prior to loan closing or the start of construction, whichever occurs first. Provide a copy of the self-evaluation plan and if necessary, transition plan.

A self-evaluation is a review of the services, programs, activities or facilities to be financed by our Agency to identify any physical barriers or policies, practices or procedural barriers that may limit or exclude participation by people with disabilities. A review of the facility to be financed by our agency and of your organization's policies and practices that relate to the facility's activities and services should be conducted with the assistance of persons knowledgeable of the applicable laws.

Any barriers identified in your self-evaluation should then be addressed in the transition plan. Structural changes or providing services or activities in an alternative manner or location may accomplish the elimination of barriers.

SECTION V – REQUIREMENTS PRIOR TO CLOSING

33. Interim Financing. (See also USDA GT&C, 4.1 Payments) - Interim financing is being used. Generally, loan closing will occur when interim funds have been fully disbursed. Documents detailed above from Sections II and III regarding security, electronic payments (Form 3550-CLSS), and system policies, procedures, contracts, and agreements must be adopted and/or executed and submitted to the Agency prior to loan closing.

34. Electronic Payments – Payments will be made through an electronic preauthorized debit system. You will be required to complete Form 3550-CLSS, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

35. Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

a. **System for Award Management**. (See also USDA GT&C, 2.0 SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS) - You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Renewal can be completed online at: http://sam.gov. This registration must be renewed and revalidated every 12 months for as long as there is an active loan, or guaranteed loan with the Agency.

   To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at http://sam.gov).

b. **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

c. **Certified Operator**. Evidence must be provided that your system has or will have a certified operator, as defined by applicable State or Federal requirements, available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION AND POST CONSTRUCTION

36. Construction Completion Timeframe – Following the benchmarks established in Section I, Item 4, Project Timeline, all projects should be completed and Agency funds fully disbursed within three years of the date of obligation. If funds are not disbursed within three years of obligation and you have not already done so per Section I, Item 4, you must submit a written request for extension of time to the Agency with adequate justification of the circumstances, including any beyond your control. The request must be submitted at least 90 days prior to the end of the three-year timeframe and include a revised estimated date of completion. The Agency will typically only allow one extension. Subsequent requests for waivers beyond the initial extension or requests that exceed five years from the initial date of obligation will be submitted to the RUS, Water and Environmental Programs for consideration. The Agency retains the right to de-obligate any loan monies, or take other appropriate action, related to unliquidated funds that exceed the timeframes above and are not under an active extension.

37. Resident Inspector(s) – Full-time inspection is required unless you request an exception. Such requests must be made in writing, and the Agency must provide written concurrence. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any

resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the preconstruction conference.

38. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

39. Inspections - (See also USDA GT&C, 5.5 Site Visits) – At a minimum, the Agency requires a preconstruction conference, pre-final, final, and warranty inspections. Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the one-year warranty period to address and/or resolve any outstanding warranty issues. The Agency will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan. See Section VII of this letter.

40. Change Orders – A Change Order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications such as any time extension requests. Prior written Agency concurrence is required for all Change Orders.

41. Payments – (See also USDA GT&C, 4.1 Payments, 1.15 Prior Approval) - Prior Agency concurrence is required for all invoices and requests for payment before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

42. Use of Remaining Funds – (See also USDA GT&C, 9.3 Unused and Returned Funds) - As stated above, applicant contribution and connection or tap fees will be the first funds expended in the project. Funds remaining after all costs incident to the basic project have been paid or provided will be handled as follows:

a. Funds remaining after the applicant contribution and connection fees may be considered in direct proportion to the amounts of funding obtained from each source. The use of Agency funding will be limited to eligible loan purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan remains the same.
b. Under no circumstances is it appropriate to use remaining funds as contributions to a new project outside the scope of the funded project.
c. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

43. Technical, Managerial and Financial Capacity - It is required that members of the Board of Directors, City Council members, trustees, commissioners and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply

with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, and a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. Contact the Agency for additional information.

44. Reporting Requirements Related to Expenditure of Funds - (See also USDA GT&C, 4.2 Audit Requirements) - An annual audit under 2 CFR 200 Subpart F is required if you expend more than the current Single Audit threshold, currently $1,000,000, in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. You are responsible for submitting the required data collection form and related information required when a Single Audit is performed and should work with the auditor to submit to the Federal Audit Clearinghouse (FAC) www.fac.gov. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Annual organization-wide financial statements must be prepared on the accrual basis of accounting, in accordance with generally accepted accounting principles (GAAP). Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law and must be submitted within 30 calendar days after receipt of the auditor's report or 9 months after the end of your fiscal year end, whichever is earlier. Both the audit and accompanying management report must be submitted for review.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy of that agreement to the Agency prior to the advertisement of construction bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

45. Prepayment and Extra Payments - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the language regarding extra payments consistent with the following, unless prohibited by State statute:

> *Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall be applied as follows as appropriate:*
>
> - *For loans with amortized debt instruments, extra payments will be applied first to interest accrued to the date of receipt of the payment and second to principal.*

- *For loans with debt instruments with P&I installments, the extra payment will be applied to the final unpaid principal installment.*

- *For borrowers with more than one loan, the extra payment will be applied to the account secured by the lowest priority of lien on the property from which the extra payments were obtained. Any balance will be applied to other Agency loans secured by the property from which the extra payment was obtained.*

- *For assessment bonds, when security includes special assessment to be collected over the life of the loan, the instrument should address the method of applying any payments made before they are due. It may be desirable for such payments to be distributed over remaining payments due, rather than to be applied in accordance with normal procedures governing extra payments, so that the account does not become delinquent.*

46. Annual Financial Reporting/Audit Requirements – (See also USDA GT&C, 6.0 FINANCIAL MONITORING) - You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information, a current rate schedule, and listing of board members with their terms. Financial statements must be prepared on an accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP). The annual report will include separate reporting for each water and waste disposal facility, and itemized cash accounts by type (debt service, short-lived assets, etc.) under each facility. The accounting system will be reviewed by the Agency to determine that an acceptable system is in place. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available, at no cost, with preparing financial reports.

The type of financial information that must be submitted is specified below:

a. **Audits** – An audit under the Single Audit Act is required if you expend $1,000,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

   See Section VI for additional information regarding audits.

b. **Financial Statements** – If you expend less than $1,000,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.

47. Annual Budget and Projected Cash Flow - (See also USDA GT&C, 6.3 Periodic Financial Reports) - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. The budget must be signed by the appropriate borrower official. Form RD 442-2, "Statement of Budget, Income and Equity," or similar format may be used.

Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the annual budget.

48. Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you can obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for loans that are five years old or older.

49. Non-Agency Debt – The loan resolution requires any additional debt or liabilities from another lender related to the facility to be approved by the Agency prior to incurring the new debt or liability. The Agency staff will reassess the Agency's financial standing and security position. The additional debt or liability must be in the Government's best interest to be approved. You must submit to the Agency the required documentation for review in a sufficient amount of time, typically 30 to90 days depending on the complexity of the transaction, for Agency consideration.

50. Security/Operational Inspections – The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

51. System for Award Management. (See also USDA GT&C, 2.0 System of Award Management and Universal Identifier Requirements) - You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database. Further information can be found at paragraph 36 of this letter.

52. Risk and Resiliency Assessment/Emergency Response Plan (RRA/ERP) – The RRA/ERP is further outlined under Section III of this letter. You will be required to submit a certification to the servicing office every three years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters, cybersecurity, supply chain and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. Technical assistance is available in preparing these documents at no cost to you.

53. Insurance. – Insurance requirements are further outlined in Section IV of this letter. You will be required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.

54. Statutory and National Policy Requirements – (See also USDA GT&C, 12.2 Civil Rights Obligations/Nondiscrimination) - As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.

d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. **Controlled Substances Act** - Even though state law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Controlled Substances Act should be directed to the Servicing Official who will contact the Office of General Counsel, as appropriate.

55. Compliance Reviews and Data Collection – Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post and use the Non-Discrimination Statement as directed by the Agency in your office and on all materials produced for public information, public education, and public distribution both print and non-print.

Currently at a minimum use the following Non-Discrimination Statement:

"This institution is an equal opportunity provider and employer."

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; the Americans with Disabilities Amendments Act of 2008, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, as amended; Title VIII of the Civil Rights Act of 1968, as

amended. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter.

If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of Agency regulations, statutes, and other applicable policies.

We look forward to working with you to complete this project. If you have any questions, please contact Marcos Ramos at 661-281-2751 or by e-mail at marcos.ramos@usda.gov.

Sincerely,

Marcos Ramos
California WEP State Office Specialist

Attachments

cc: WEP Acting Program Director, Antonio Ybarra
General Manager, Melany Collett
Bond Counsel, Cameron Weist, Weist Law
Engineer, Steven R. Saun, PE, DCCM

Appendix A - Build America, Buy America Evidence Standards

FORMS, BULLETINS and LINKS:

Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy" - Item 16
Form RD 442-2, "Statement of Budget, Income and Equity" – Items 46 and 47
Form RD 442-3, "Balance Sheet" – Item 46
Form RD 442-7, "Operating Budget" – Item 21
Form RD 442-20, "Right-of-Way Easement" – Item 15
Form RD 442-21, "Right-of-Way Certificate" – Item 15
Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" – Item 15
Form RD 1927-10, "Final Title Opinion" – Item 29

Form RD 1940-1, “Request for Obligation of Funds” – Pages 1 and 2
Form RD 1942-46, “Letter of Intent to Meet Conditions” – Page 2
Form 3550-CLSS, “Authorization Agreement for Preauthorized Payments” – Item 34

SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” – Item 25
RUS Bulletin 1780-7, “Legal Services Agreement” – Item 14
RUS Bulletin 1780-9, “Water Users Agreement” - Items 16 and 18
RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance” – Items 11 and 12
RUS Bulletin 1780-27, “Loan Resolution (Public Bodies)” – Item 6

USDA GT&C
https://www.usda.gov/sites/default/files/documents/usda-general-terms-conditions-2025.pdf

Appendix A
Build America, Buy America Evidence Standards

Manufacturers
For each item to which BABA applies (every item permanently installed on the project, except for aggregate and aggregate binding materials), a manufacturer's certification letter or other document demonstrating compliance is required. It must, at a minimum, identify the item being certified (short written description as well as part number, if applicable) and affirm that the item complies with BABA. This document must be signed by an authorized company representative.

Architects and Engineers
Compliance with BABA will be spelled out in agreements for services, construction contracts, and procurement contracts. Generally, the A/E contract should include, as a basic service, obtaining and maintaining all BABA documentation (particularly manufacturers' certifications) during construction, which shall be transferred to the Owner upon completion of the project. The architect or engineer will need to certify to this action at the project's end.

Resident Project Representative / Resident Inspector
As part of their duties, Resident Project Representative/Resident Inspector should be instructed to verify items delivered to the site and installed are accompanied by documentation of compliance with BABA. They should photograph items as appropriate. RPR/RI daily logs and photographs will become part of the construction record and can be used as supporting information during audits, providing evidence for items that are buried or otherwise inaccessible.

Contractors
Construction contract(s) must include a requirement to procure and install only items that comply with BABA or are subject to an approved waiver. Contractors must provide manufacturers' certifications for all BABA compliant items to the responsible party before a request for reimbursement to the Agency is made. At completion, the contractor will be required to certify that all items used on the contract complied with BABA and that all manufacturers' certifications were provided.

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

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

The Inyo Register

County of Inyo

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

August 27th,
In the year of 2026

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

Dated at Bishop, California, on this
27th Day of August, 2026

Signature

This space is for County Clerk's Filing Stamp

RECEIVED
SEP 01 2026
By

Proof of Publication of
Public Notice

NOTICE OF INTENT/ NOTICE OF PUBLIC MEETING

PURSUANT TO 7 CFR 1780.19 , NOTICE IS HEREBY GIVEN that the County of Inyo intends to file an application for federal financial assistance with the U.S. Department of Agriculture, Rural Development, Rural Utilities Service. The proposed project includes replacement of 26,500 feet of water mains and service laterals within the Lone Pine Water System. The application will be discussed and considered for approval at a public meeting scheduled for Tuesday, September 8.

Any comments regarding this application should be submitted to the County of Inyo Public Works Department at (760) 878-0201. (IR 08.27, 2026 #22698)

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

September 8, 2026

Reference ID:
2026-617

Fish and Wildlife Commission Request to Send Letter to State

Clerk of the Board

ACTION REQUIRED

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

RECOMMENDED ACTION:

A) Authorize the Inyo County Fish and Wildlife Commission to send a letter to the California Department of Fish and Wildlife and State Fish and Game Commission calling for the elimination of the "three strikes rule" pertaining to problem mountain lions; and B) Consider directing County staff to send a similar letter on behalf of the Board of Supervisors.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Fish and Wildlife Commission is a group of community members appointed by the Inyo County Board of Supervisors to serve in an advisory capacity on matters related to fish and wildlife resources. The commission does not have the authority to send advocacy letters - either in support or opposition to policy matters - without the express permission of the Board of Supervisors.

At its July 16 meeting, the commission voted to request permission from the Board to send a letter to the California Department of Fish and Wildlife (CDFW), and the state Fish and Game Commission, calling for the elimination of the “three strikes rule” regarding the issuance of depredation permits for problem mountain lions. The commission believes that the “three strikes rule” is delaying the CDFW's ability to quickly take action to protect the public from menacing lions.

Additionally, the commission is asking the Board of Supervisors send a similar letter.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda request.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board's options include:

- Decline to approve the commission's request.
- Authorize sending the letter on condition of changes being made.
- Grant authorization to send the letter as is and request County staff send a similar letter.
- Approve the commission's request while declining to have a letter also sent from the Board of Supervisors.

- Defer the matter until more research can be done.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Darcy Israel	Created/Initiated - 08/18/2026
Darcy Israel	Approved - 08/18/2026
John Vallejo	Approved - 08/18/2026
David Fraser	Final Approval - 08/21/2026

ATTACHMENTS:

1. Three Strikes Mountain Lion Rule Letter

INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

July 16, 2026

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Dear Board of Supervisors

At its July 16, 2026 meeting the Inyo Fish and Wildlife Commission took action to request the Board of Supervisors authorize the Inyo Fish and Wildlife Commission to send a letter to the California State Fish and Game Commission and the California Department of Fish and Wildlife. The letter is requesting the Department eliminate its "three strike rule" regarding the issuance of lethal permits for problem mountain lions. Additionally, the Commission is asking the Board of Supervisors to send a similar letter.

The Commission believes that the "three strikes rule" is delaying the Department's ability to quickly take action to protect the public from menacing lions.

Attached is a letter for the Board's consideration, as well as the draft minutes of the meeting.

Sincerely,

Patricia Gunsolley, Secretary

INYO COUNTY
FISH AND WILDLIFE COMMISSION
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

August 25, 2026

Ms. Stephanie Bastianon, Executive Director
California Department of Fish and Wildlife
P. O. Box 944209
Sacramento, CA 94244-2090

Dear Director Bastianon:

The Inyo County Fish and Wildlife Commission continues to be extremely concerned about the impact of the mountain lions on the local deer and the federally endangered Sierra Nevada Big Horn sheep populations. As a result of these concerns the Commission is asking that the California Department of Fish and Wildlife (CDFW) remove the 2020 CDFW-adopted “three-strikes” memorandum which requires multiple department contacts with a lion before issuing a lethal permit.

Proposition 117 adopted in 1990 put mountain lion protection into California Law. The law allows for lethal permits to be issued by CDFW, upon specific requirements being met. The “three strikes rule” was adopted by the department in 2020 and has sharply reduced the numbers of permits being issued.

As mule deer numbers in California drop, with 1990 numbers being 850,000 statewide and the 2026 estimate numbers being between 450,000-550,000; and mountain lion numbers trending differently with 1990 populations being 6,000 and 2026 numbers being estimated at a high of 4,500; the correlation of these figures equates to a 50% decrease in the deer population compared to a 25% reduction in the mountain lion population.

While mortality for populations in both deer and the mountain lion have included, urban expansion, reduction of habitat, and vehicle collisions, with more mountain lions hunting and less deer prey available, the “three-strikes rule” is responsible for a greater number of mountain lions interacting with humans and domesticated animals, resulting in a much less safe environment. The added protection of lethal permits is a necessity and the removal of hinderances to the issuance of these permits is vital.

The Commission believes that protecting humans, pets and livestock from mountain lions will become even more important as these groups continue to encroach into wildlife habitat culminating in more dangerous interactions with mountain lions. It is important that lethal permits be issued as originally intended at the request of land and livestock owners with the approval of CDFW without restrictions requiring three departmental interactions with a menacing mountain lion prior to a lethal permit. The delay this restriction causes is costly, time-consuming, and dangerous to not only the public but CDFW staff. This is a prudent and responsible action to ensure public safety.

The Commission thanks you for your consideration of the request to end the permit requirement for “three strikes” before lethal action. This action will see that mountain lion lethal permit requirements return to the original requirements of the bill as approved by the voters in Prop 117.

Sincerely,

Doug Brown

Doug Brown, Chairperson

cc: California Fish and Game Commission

FISH AND WILDLIFE COMMISSION
MINUTES
7/16/2026

The Inyo County Fish and Wildlife Commission met in regular session, at 2:35 p.m., July 16, 2026, at the CADF&W Offices in Bishop, California.

Call to Order: Chairperson Doug Brown called the meeting to order and lead the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, Chairperson, Warren Allsup, and Gaye Mueller. Commissioners Steve Ivey, Jarod Smith, and alternate Nick Lara were absent.

Public Comment: The Chairperson announced the public comment period. There were no public comments made,

Financial Report: The secretary reported on the Fish and Game Budget and the Fine Fund noting the fine fund balance remains at $12,752.

Action Item - Minute Approval: Moved by Commissioner Mueller and seconded by Commissioner Allsup to approve the minutes of June 18, 2026, meeting. Motion carried unanimously with Commissioners Mueller, Allsup, and Brown voting yes and with Commissioner Ivey Smith and Alternate Lara absent.

Action Item – With regard to regularly scheduled item to discuss the impacts of the mountain lion on the local mule deer and Sierra Nevada Big Horn sheep populations, the Chairperson asked the Commission to consider sending a letter to the State Fisha and Game Commission and the Director of the California Department of Fish and Wildlife requesting the abolishment of the "three strikes rule" that was instituted as a requirements before lethal permits can be issued for problem animals. Commissioner Brown explained that the rule required three department contacts with a problem lion before action is taken to eliminate the animal. The Commission discussed the request, talking about how delaying, time-consuming and expensive these additional steps are in reaching a final resolution to problem animals. The Commission went on to discuss what types of contacts occur, including form of harassment through tranquilizing and relocation. Commissioner Jarod Smith joined the meeting at 2:45 p.m. The Commission continued to discuss the "three strikes rule" in further detail.

Moved by Commissioner Mueller and seconded by Commissioner Smith to authorize the Chairperson to request the Board of Supervisors authorize the Commission to send a letter to CDF&W and the State Fish and Game commission recommending that the Department eliminate the "three strikes rule" before issuing a lethal permit for problem mountain lions and requesting the Board of Supervisors send a similar letter. Motion unanimously passed and adopted.

Action Item – The Commission took no action regarding the activities to stop the golden mussel from invading the Eastern Sierra. The Chairperson noted the representatives from the Eastern Sierra Golden Mussel Collective and the Mono County, were unable to attend today's meeting and have requested that a discussion concerning an Inyo County Fine Fund donation to these activities be put on the agenda for the August 20, 2026, Commission Meeting.

State and Federal Agencies Reports: Captain Dailey updated the Commission on law enforcement staffing, projects and activities.

Commission Reports: Commissioner Gaye Mueller updated the Commission on her activities concerning Kid's Fishing events.

Next meeting: The Chairperson confirmed August 20, 2026, as the date of the next Fish and Wildlife Commission meeting.

Adjournment: The Chairperson adjourned the meeting at 3:30 p.m.