

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) 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). (2) 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).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

April 27, 2021 - 10:00 AM

1. **PLEDGE OF ALLEGIANCE** (Join meeting via Zoom [here](#))
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
4. **COVID-19 STAFF UPDATE**
5. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Danelle Barnett, Office Technician III, HHS; Anna Ramos, COVID-19 Case Investigator, HHS; Nikolas Athanasiou, Network & Operations Analyst IV, Information Services; Rochelle Romo, Office Technician III, Information Services; and Graham Meese, Assistant Planner, Planning Department.

DEPARTMENTAL - PERSONNEL ACTIONS

6. **Probation** - Request Board, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk exists in the General Fund, as certified by the Chief Probation Officer 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) Office Clerk I at Range 48

(\$2,851 - \$3,454) or one (1) Office Clerk II at Range 52 (\$3,118 - \$3,788).

CONSENT AGENDA (Approval recommended by the County Administrator)

7. **County Administrator** - Request Board: A) approve the application and all supporting documents for the State of California Surplus Property Program and authorize the County Administrative Officer to sign the Application Checklist and the Donee Terms and Conditions Form and authorize the Chairperson to sign the remaining forms; and B) authorize the County Administrative Officer to update the Certification on an annual basis.
8. **County Administrator - Information Services** - Request Board modify the amount authorized in the agreement between the County of Inyo and Ultra Link Cabling Systems, Inc., of Auburn, CA, increasing the agreement amount not to exceed \$220,000, and authorize the Public Works Director or the Information Services Director to sign, contingent upon all appropriate signatures being obtained.
9. **Health & Human Services - Behavioral Health** - Request Board approve Resolution No. 2021-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring that Inyo County will Opt Out of the Adoption of Assisted Outpatient Treatment (Laura's Law) and Certifying that all Mental Health Treatment Programs will Continue and that No Treatment or Service will be Reduced without Adoption of Assisted Outpatient Treatment (Laura's Law) by Inyo County," and authorize the Chairperson to sign.
10. **Health & Human Services - Health/Prevention** - Request Board approve Amendment No. A02 to the contract between the County of Inyo Department of Health and Human Services and the California Department of Public Health for the California Women, Infants, and Children Contract, increasing the contract by \$30,190, not to exceed \$1,150,112, for the period of October 1, 2019 through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreement No. 19-10153 Amendment A02.

DEPARTMENTAL (To be considered at the Board's convenience)

11. **Water Department** - Request Board review and possibly provide direction concerning the LADWP draft 2021-2022 Pumping Plan.
12. **County Administrator - Risk Management** - Request Board introduce, read title, and waive further reading of the proposed ordinance amending Chapter 1.28 of the Inyo County Code pertaining to claims, and schedule enactment for Tuesday, May 4, 2021, in the Board of Supervisors Chambers, County Administrative Center, Independence.
13. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of April 20, 2021.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

14. **11 A.M. - Water Department** - Request Board hold workshop with the Inyo County Water Commission on conditions in the Owens Valley and the LADWP draft 2021-2022 Pumping Plan.

15. **1 P.M. - Board of Supervisors** - Request Board receive a presentation on the Innovative Finance for National Forests (IFNF) grant program and opportunities related to Inyo National Forest campgrounds.
16. **1:30 P.M. - Board of Supervisors** - Request Board receive an update on the Sustainable Recreation & Tourism Initiative from representatives of the Eastern Sierra Sustainable Recreation Partnership.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

17. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

18. **Inyo County Public Works**: Agenda for the Southern Inyo Airport Advisory Committee scheduled for 7 a.m. Wednesday, April 28, 2021.



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: April 27, 2021

FROM: Denelle Carrington

SUBJECT: Approval of State of California Surplus Property Program Application

RECOMMENDED ACTION:

Request Board: A) approve the application and all supporting documents for the State of California Surplus Property Program and authorize the County Administrative Officer to sign the Application Checklist and the Donee Terms and Conditions Form and authorize the Chairperson to sign the remaining forms; and B) authorize the County Administrative Officer to update the Certification on an annual basis.

SUMMARY/JUSTIFICATION:

In the previous fiscal year, the Deputy Public Works Director of Airports was looking into opportunities to receive federal surplus items through the Federal Aviation Administration. While doing the research through the federal surplus program, the opportunity arose to apply through the State of California for their Surplus Property Program.

Enrolling in this program will allow the County to receive and/or purchase items at a much lower amount than would be achieved by purchasing a new item. Examples of items that could be received are used fuel trucks, or used fire trucks, which both could be utilized at the Bishop Airport. Additionally, since the County as a whole, is applying, there could be many opportunities for all County Departments to receive surplus items.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the application and supporting documents, which would result in lost opportunities to acquire items at a much lower price through this State program.

OTHER AGENCY INVOLVEMENT:

Public Works

FINANCING:

There is no fiscal impact with the approval of the application. After the application is approved by the State, the fiscal impacts of receiving any surplus items would result in a large savings to the department that would benefit

from the surplus program.

ATTACHMENTS:

1. New Application Checklist
2. Item #1 - Surplus Property Program Eligibility Application - DGS OFAM 201
3. Item #2 - Resolution with Board Minutes - DGS OFAM 202
4. Item #3 - Non-Discrimination Certification - DGS OFAM 203
5. Item #4 - Racial Demographic and National Origins of all Persons within Service Area - DGS OFAM 204
6. Item #5 - Debarment Form
7. Item #6 - Donee Terms and Conditions
8. Item #7 - Proof of State Agency - Public Agency Status

APPROVALS:

Denelle Carrington	Created/Initiated - 4/19/2021
Darcy Ellis	Approved - 4/20/2021
Denelle Carrington	Approved - 4/21/2021
Marshall Rudolph	Approved - 4/21/2021
Amy Shepherd	Final Approval - 4/21/2021

GOVERNMENT AND SPECIAL DISTRICTS

- State Agency
- City
- County
- Special District (Water Districts, Cemeteries, Utilities)
- Public School/District (Colleges, Universities)

Name of Organization	Contact Name	Phone Number	Email
Inyo County	Denelle Carrington	760-878-0262	dcarrington@inyocounty.us

- DGS OFAM 201 – Surplus Property Program Eligibility Application
- DGS OFAM 202 – Resolution with Board Minutes (When applicable)
- DGS OFAM 203 – Non-Discrimination Certification
- DGS OFAM 204 – Racial Demographic and National Origins of all Persons within your Service Area. Please visit [U.S. Census website](https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml) (<https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>) to determine the racial makeup of your service area.
- Sign and Date Debarment Form
- Sign and Date Donee Terms and Conditions
- Proof of State/Public Agency Status (Listing in State Directory, etc.)
- Current CBEDS or WASC (If applicable). Please refer to [California Department of Education website](https://dq.cde.ca.gov/dataquest/) (<https://dq.cde.ca.gov/dataquest/>).
- Return Completed Original Application to: (Please maintain a copy for your records.)

Federal Surplus Property Program
1700 National Drive
Sacramento, CA 95834

* Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

NOTES

OFFICE USE ONLY

Reviewed By	Date	Approval Status <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> New <input type="checkbox"/> Renewal	Expiration Date
Donee Number	Billing Code		

STATE OF CALIFORNIA
STATE SURPLUS PROPERTY
PROGRAM ELIGIBILITY APPLICATION
 DGS OFAM 201 (Revised 08/2019)

DEPARTMENT OF GENERAL SERVICES
 OFFICE OF FLEET AND ASSET MANAGEMENT

Organization Name Inyo County		Email dcarrington@inyocounty.ca.gov		Phone Number (760) 878-0262	Fax Number 760-878-0465
Address PO Drawer N	City Independence	State CA	Zip Code 93526	County Inyo	
Service available to the public at large <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If "No," please indicate a specific group of people served			

ORGANIZATION TYPE – Please check all that apply and provide all requested information.

Public Agency: State Local

Conservation

Economic Development

Education

Grade Level: Preschool K-12 College

Enrollment: _____

Number of Faculty: _____

Number of Days in School Year: _____

Parks and Recreation

Public Health

Public Safety

Other (Please specify): Library & Museum

Non-Profit Agency or Organization

Education

Grade Level: Preschool K-12 College

School for the Mentally and Physically handicapped

Enrollment: _____

Number of Faculty: _____

Number of Days in School Year: _____

Number of School Sites: _____

Educational Radio or Television Station

Museum

Library

Medical Institution

Hospital

Health Center

Clinic

Other (Please specify): _____

OFFICE OF FLEET AND ASSET MANAGEMENT

1700 National Drive, Sacramento, CA 95834 | Phone: (916) 928-2550 | Fax: (916) 928-7965

ATTACHMENTS

- DGS OFAM 202. Resolution, properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
- DGS OFAM 203. Nondiscrimination Compliance Assurance
- Certification regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
- Other statements or documentation required, as may be specified.

Administrator or Director Name	Title
Clint Quilter	County Administrative Officer
Signature	Date

FOR STATE SURPLUS AGENCY USE ONLY

Application Status: Approved Disapproved

Donee Number	Billing Code
Comments or Additional Information	

Signed	Date
--------	------

Organization Name	Email	Phone Number	Fax Number
Inyo County	dcarrington@inyocounty.us	760-878-0262	760-878-0465
Address	City	State	Zip Code
PO Drawer N	Independence	CA	93526

RESOLUTION

“BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reserve side of this form.”

Name	Title	Signature*	Email
Clint Quilter	County Administrative Officer		cquilter@inyocounty.us
Amy Shepherd	Auditor-Controller		ashepherd@inyocounty.us
Michael Errante	Public Works Director		merrante@inyocounty.us
Denelle Carrington	Senior Management Analyst		dcarrington@inyocounty.us

*All signatures must be in original form. No copied or stamped signatures.

Date Resolution was PASSED and ADOPTED

Number of AYES	Number of NOES	Number of ABSENT

By checking this box, I do hereby certify that the foregoing is a full, true, and correct resolution adopted by the Governing Board of the above named organization at the meeting thereof held at its regular place of meeting on the date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

PRINT

Governing Board Name Inyo County Board of Supervisors	Signed By Jeff Griffiths, Chairperson
Signature	Date

STATE AGENCIES ONLY

Date Authorized	State Billing Code	
Chief Administrative Officer Name	Title	Signature

Donee Organization Inyo County	Mailing Address PO Drawer N	City Independence	State CA	Zip Code 93526
-----------------------------------	--------------------------------	----------------------	-------------	-------------------

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

Inyo County

_____, (hereafter called the "donee"),
 Name of Donee Organization

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Donee Organization Inyo County	President/Chairman of the Board or comparable authorized official Jeff Griffiths, Chairperson
Signature	Date

STATE OF CALIFORNIA
**RACIAL AND NATIONAL ORIGINS
 CERTIFICATION**
 DGS OFAM 204 (Revised 08/2019)

DEPARTMENT OF GENERAL SERVICES
 OFFICE OF FLEET AND ASSET MANAGEMENT

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the U.S. Census to determine the racial makeup of your service area on [American FactFinder](https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml) at <https://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml>). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native:	<u>11.3</u> %	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian/ Pacific Islander:	<u>2.1</u> %	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black	<u>0.9</u> %	Persons having origins in any of the black racial groups of Africa.
Hispanic:	<u>2.2</u> %	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White:	<u>78.8</u> %	Persons having origins in any of the original people of Europe, North Africa, or the Middle East.
Other (specify):	<u>4.7</u> %	People listed as having 2 or more races

Name	Title	Signature	Date
Jeff Griffiths	Chairperson		

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 Code of Federal Regulations (CFR) 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Donee Applicant Inyo County	
Name and Title of Authorized Representative Jeff Griffiths, Chairperson	
Signature	Date

Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included on
Agency Issued or Distribution Documents

A. The Donee certifies that:

1. It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
2. The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the California State Agency for Surplus Property (CSASP).
3. Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
4. Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
5. If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5).

B. The Donee Agrees to the following Federal conditions:

1. All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.

2. Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
 3. In the event the Donee does not use the property as required by *Sections C (1) and (2)* below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.
- C. The Donee agrees to the following conditions applicable to items with a unit acquisition cost of \$5,000 or more and passenger motor vehicles, regardless of cost except vessels 50 feet or more in length and aircraft regardless of acquisition cost:
1. The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
 2. There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
 3. In the event the property is not so used as required by *Sections C (1) and (2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.
- D. The Donee agrees to the following terms, reservations and restrictions:
1. From the date it receives the property and throughout the time period(s) imposed by *Sections B and C* (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by *Sections C or D* as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
 2. If, at any time, from the date the Donee receives the property throughout the time periods by *Sections B and C* as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee

or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.

3. The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
4. At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

E. The Donee agrees to the following conditions, applicable to all items of property:

1. The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
2. If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

F. Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 feet or more in length having an acquisition cost of \$5,000 or more regardless of the purpose for which acquired.

Signature	Date
-----------	------



Dr. Shirley N. Weber

California Secretary of State

What can we help you with?



[About](#) [Business](#) [Notary & Apostille](#) [Elections](#) [Campaign & Lobbying](#) [State Archives](#) [Registries](#) [News](#) [Contact](#)



[Home](#) > [Elections and Voter Information](#) > [Prior Elections](#) > [Statewide Election Results](#) > [Statewide Direct Primary Election - June 3, 2014](#) > [2014 California Election Calendar](#) >

Section 9: Offices and Subdivisions

Elections Division

[About Elections Division](#)

[Statewide Election Results](#)

[Register to Vote](#)

[Pre-Register to Vote](#)

[Voter Registration Status](#)

[Voter Registration Statistics](#)

[Ballot Measures](#)

[Print Version \(PDF\)](#)

- [Political Subdivisions by County](#)
- [Counties Within Congressional Districts](#)
- [Counties Within State Senate Districts](#)
- [Counties Within State Assembly Districts](#)
- [Counties Within Board of Equalization Districts](#)
- [Counties Within Appellate Court Districts](#)
- [County Combinations of State Assembly, Congressional, State Senate, Board of Equalization, and Appellate Districts](#)

Political Subdivisions by County

Political Subdivisions by County

County	County Seat	Congressional District(s)	Senate District(s)	Assembly District(s)	Board of Equalization District(s)	Appellate District
Alameda	Oakland	13,15,17	7,9,10	15,16,18,20,25	2	1
Alpine	Markleeville	4	1	5	1	3
Amador	Jackson	4	8	5	1	3
Butte	Oroville	1	4	1,3	1	3
Calaveras	San Andreas	4	8	5	1	3
Colusa	Colusa	3	4	3,4	2	3
Contra Costa	Martinez	5,9,11,15	3,7,9	11,14,15,16	2	1
Del Norte	Crescent City	2	2	2	2	1
El Dorado	Placerville	4	1	5,6	1	3
Fresno	Fresno	4,16,21,22	8,12,14	23,31	1	5
Glenn	Willows	1,3	4	3	2	3
Humboldt	Eureka	2	2	2	2	1
Imperial	El Centro	51	40	56	4	4
Inyo	Independence	8	8	26	1	4
Kern	Bakersfield	21,23	14,16	26,32,34,36	1	5
Kings	Hanford	21	14	32	1	5
Lake	Lakeport	3,5	2	4	2	1
Lassen	Susanville	1	1	1	1	3
Los Angeles	Los Angeles	23,25-30,32-35, 37-40,43,44,47	18,20-27,29,30, 32-35	36,38,39,41,43-46, 48-55,57-59,62-64, 66,70	1,3	2
Madera	Madera	4,16	8,12	5	1	5
Marin	San Rafael	2	2	10	2	1
Mariposa	Mariposa	4	8	5	1	5
Mendocino	Ukiah	2	2	2	2	1
Merced	Merced	16	12	21	1	5
Modoc	Alturas	1	1	1	1	3
Mono	Bridgeport	8	8	5	1	3
Monterey	Salinas	20	12,17	29,30	2	6
Napa	Napa	5	3	4	2	1
Nevada	Nevada City	1,4	1	1	1	3
Orange	Santa Ana	38,39,45-49	29, 32,34,36,37	55,65,68,69,72-74	4	4
Placer	Auburn	1,4	1,4	1,5,6	1	3
Plumas	Quincy	1	1	1	1	3
Riverside	Riverside	36,41,42,50	23,28,31	42,56,60,61,67, 71,75	4	4
Sacramento	Sacramento	3,6,7,9	1,3-6,8	6-9,11	1	3
San Benito	Hollister	20	12	30	2	6
San Bernardino	San Bernardino	8,27,31,35,39	16,20,21,23, 25,29	33,36,40-42,47, 52,55	1,3,4	4
San Diego	San Diego	49-53	36,38-40	71,75-80	4	4
San Francisco	San Francisco	12-14	11	17,19	2	1
San Joaquin	Stockton	9,10	5	9,12,13	1	3
San Luis Obispo	San Luis Obispo	24	17	35,37	2	2
San Mateo	Redwood City	14,18	11,13	19,22,24	2	1
Santa Barbara	Santa Barbara	24	19	35,37	2	2
Santa Clara	San Jose	17-20	10,13,15,17	24,25,27-30	2	6
Santa Cruz	Santa Cruz	18,20	17	29,30	2	6
Shasta	Redding	1	1	1	1	3
Sierra	Downieville	1	1	1	1	3
Siskiyou	Yreka	1	1	1	1	3
Solano	Fairfield	3,5	3	4,11,14	2	1
Sonoma	Santa Rosa	2,5	2,3	2,4,10	2	1
Stanislaus	Modesto	10	5,8,12	12,21	1	5
Sutter	Yuba City	3	4	3	1	3
Tehama	Red Bluff	1	4	3	2	3
Trinity	Weaverville	2	2	2	2	3
Tulare	Visalia	21-23	8,14,16	23,26	1	5
Tuolumne	Sonora	4	8	5	1	5
Ventura	San Buenaventura	24-26,30	19,27	37,38,44,45	3	2
Yolo	Woodland	3,6	3,6	4,7	2	3
Yuba	Marysville	3	4	3	1	3



Inyo County

POPULATION: 18,584

INCORPORATION DATE: 1866

BOARD OF SUPERVISORS:

- District 1 – Dan Totheroh
- District 2 – Jeff Griffiths
- District 3 – Rick Pucci
- District 4 – Jennifer Roeser
- District 5 – Matt Kingsley

FORM OF GOVERNMENT: General Law

INYO. County seat, Independence. Created March 22, 1866. This county derived its name from the Indian name for the mountains in its area. The meaning of the word inyo is "dwelling place of the great spirit."





County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: April 27, 2021

FROM: Scott Armstrong

SUBJECT:

RECOMMENDED ACTION:

Request Board modify the amount authorized in the agreement between the County of Inyo and Ultra Link Cabling Systems, Inc., of Auburn, CA, increasing the agreement amount not to exceed \$220,000, and authorize the Public Works Director or the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This request is to increase the agreement amount approved by your Board on January 19, 2021, for network infrastructure cabling in the Consolidated Office Building to include additional, needed network connections that were identified during the construction project. As inside construction work proceeded, we identified several office locations that needed network cabling installed as a result of changes in the use of employee workspaces and a few mismatches in plan drawings. The requested increase will cover the current three Change Orders plus an expected Change Order to install additional cabling.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On January 19, 2021, your Board waived the competitive bidding requirement, then ratified and approved the agreement between the County of Inyo and Ultra Link Cabling Systems, Inc., of Auburn, CA, under the California Multiple Award Schedule No. 3-18-70-1981D for the provision of network cabling infrastructure installation in an amount not to exceed \$195,000 for the period of January 20, 2021 through June 30, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in several locations in the Consolidated Office Building having limited network connectivity, making it difficult for some employees to do their jobs effectively.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The cost of the additional network cabling infrastructure installation will be paid from the FY2020-2021 Budget 011809 Consolidated Office Building, Object Code 5700, Construction in Progress.

ATTACHMENTS:

1. County of Inyo New Building Cabling Change Order #1
2. County of Inyo New Building Cabling Change Order #2
3. County of Inyo New Building Cabling Change Order #3
4. Ultralink-Inyo Cabling Project Contract with signatures
5. County of Inyo New Building cabling
6. Ultra Link California Multiple Award Schedule 3-18-70-1981D

APPROVALS:

Darcy Ellis	Created/Initiated - 4/13/2021
Scott Armstrong	Approved - 4/13/2021
Sue Dishion	Approved - 4/13/2021
Michael Errante	Approved - 4/14/2021
Marshall Rudolph	Approved - 4/20/2021
Amy Shepherd	Final Approval - 4/20/2021



February 23, 2021

County of Inyo
1360 Main Street
Bishop Ca 93514

CMAS# 3-18-70-1981D

GSA Sch No. GS-35F-0505U

Project: New County Office location

Project Description: Network cabling Change order #1

- Provide and install (24) new category 6 CMR cabling drops into (6) locations for network voice and data connectivity.
- Install 40' of ladder racking in the server room w/hardware.
- All cables are to run back to the MDF location in room 225.
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- All cable is to be installed in a professional manner utilizing all applicable county, state, federal, and manufacture codes and procedures.
- Label, test and certify all installed cables.

Labor/Materials

5,400	Cat 6 CMR Cable Blue Commscope CS34R Blue/TE620R-BL02	1,360.21
4	Chatsworth ladder Racking 11250-712	380.00
1	Horizontal Wire managers Commscope 1375158-1	51.32
1	48 port patch panels Frames Commscope CPP-UDDM-SL-2U-48	92.12
48	1375055-6/USL600 Blue Cat 6 Commscope Jacks	398.40
6	Face Plates Commscope 1-2111011-3 4 port white	7.74
3	Top plates 10595-712	117.00
3	Wall brackets 11421-712	81.00
2	90 brackets 11302-701	24.00
	Total Materials	2,511.79
	Tax 7.75%	194.66
	Total Labor/Travel/Per diem	4,176.00
	Total Quote	6,882.45

- There are no subcontractors for this project.

Dan Martinez

875 Nevada Street Auburn, CA 95603
 (530) 887-2370 · (530) 887-2374 fax
www.ultralinkinc.com
 CSL# 644630



March 9, 2021

County of Inyo
1360 Main Street
Bishop Ca 93514

CMAS# 3-18-70-1981D

GSA Sch No. GS-35F-0505U

Project: New County Office location

Project Description: Network cabling Change order #2

- Provide and install (26) new category 6 CMR cabling drops into (13) locations for network voice and data connectivity.
- Provide and install (8) new category 6 CMR cabling drops into (1) location in room 156.
- Move cables from room 100 to room 102. (total 4 cables)
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- All cable is to be installed in a professional manner utilizing all applicable county, state, federal, and manufacture codes and procedures.
- Label, test and certify all installed cables.

Labor/Materials

7,650	Cat 6 CMR Cable Blue Commscope CS34R Blue/TE620R-BL02	1,926.96
1	Horizontal Wire managers Commscope 1375158-1	51.32
1	48 port patch panels Frames Commscope CPP-UDDM-SL-2U-48	92.12
64	1375055-6/USL600 Blue Cat 6 Commscope Jacks	531.20
14	Face Plates Commscope 1-2111011-3 4 port white	18.06
	Total Materials	2,619.66
	Tax 7.75%	189.93
	Total Labor/Travel/Per diem	4,800.00
	Total Quote	7,609.59

- There are no subcontractors for this project.

Dan Martinez



April 8, 2021

County of Inyo
1360 Main Street
Bishop Ca 93514

CMAS# 3-18-70-1981D

GSA Sch No. GS-35F-0505U

Project: New County Office location

Project Description: Network cabling Change order #3

- Provide and install (18) new category 6 CMR cabling drops into (8) locations for network voice and data connectivity. (rooms 147,163,122,227 and space between 262 & 263)
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- All cable is to be installed in a professional manner utilizing all applicable county, state, federal, and manufacture codes and procedures.
- Label, test and certify all installed cables.

Labor/Materials

3,675	Cat 6 CMR Cable Blue Commscope CS34R Blue/TE620R-BL02	925.70
1	Horizontal Wire managers Commscope 1375158-1	51.32
1	48 port patch panels Frames Commscope CPP-UDDM-SL-2U-48	92.12
36	1375055-6/USL600 Blue Cat 6 Commscope Jacks	298.80
8	Face Plates Commscope 1-2111011-3 4 port white	103.20
	Total Materials	1,471.14
	Tax 7.75%	114.01
	Total Labor/Travel/Per diem	3,300.00
	Total Quote	4,885.15

- There are no subcontractors for this project.

Dan Martinez

**AGREEMENT BETWEEN COUNTY OF INYO
AND Ultralink Cabling Systems, Inc.
FOR THE PROVISION OF network cabling infrastructure installation SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the **network cabling infrastructure installation** services of **Ultralink Cabling Systems, Inc. of Auburn, California** hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from January 20, 2021 to June 30, 2021 unless sooner terminated as provided below.

3. CONSIDERATION.

A. **Compensation.** County shall pay to Contractor the sum total not to exceed One hundred ninety-five thousand Dollars and zero cents (\$195,000) for performance of all of the services and completion of all of the work described in Attachment **A** including any minor unexpected cost adjustments that may be required.

B. **Travel and Per Diem.** Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement as set forth in Attachment **A**.

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

D. **Limit Upon Amount Payable Under Agreement.** The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed One hundred ninety-five thousand Dollars and zero cents ((\$195,000)) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. **Billing and Payment.** Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions.

Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. PREVAILING WAGE.

Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, 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.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo
Information Services Department
160 N. Edwards St. Address
Independence, CA City and State

Contractor:

Ultra Link Cabling Systems Name
875 Nevada Street Address
Auburn, CA 95603 City and State

24. ENTIRE AGREEMENT.

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

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND Ultralink Cabling Systems, Inc.
FOR THE PROVISION OF network cabling infrastructure installation SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
20th DAY January, 2021.

COUNTY OF INYO

By: 

Scott L. Armstrong
Type or Print Name

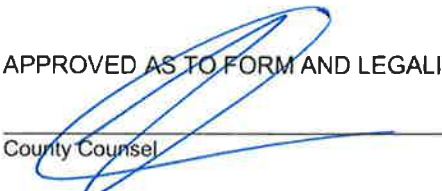
Dated: Jan 20, 2021
Dated: _____

CONTRACTOR

By: 

Dan Martinez 1-15-2021
Type or Print Name

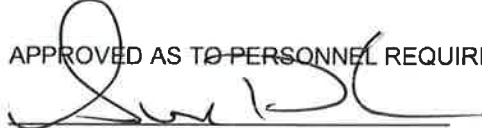
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND Ultralink Cabling Systems, Inc.
FOR THE PROVISION OF network cabling infrastructure installation SERVICES

TERM:

FROM: January 20, 2021 TO: June 30, 2021

SCOPE OF WORK:

SEE ATTACHMENT "A-1"

"A-1"

ULTRA LINK

Cabling Systems, Inc.

January 5, 2021

County of Inyo
1360 Main Street
Bishop Ca 93514

CMAS# 3-18-70-1981D
GSA Sch No. GS-35F-0505U

Project: New County Office location
Project Description: Network cabling

- Provide and install (672) new category 6 CMR cabling drops into (215) locations for network voice and data connectivity. (4 drops in 57 locations, 3 drops in 128 locations, 2 drops in 60 locations)
- Provide and install (13) new category 6 CMR cabling drops into (13) locations for wireless network access points.
- Provide, install and leave coiled in the ceiling (40) spare cables in specified locations throughout the building.
- All cables are to run back to the MDF location in room 225.
- Label all drops per the customers specifications.
- Customer will provide all hardware and racks for the MDF cable terminations.
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- All cable is to be installed in a professional manner utilizing all applicable county, state, federal, and manufacture codes and procedures.
- Label, test and certify all installed cables. Provide test results for all cabling drops in electronic format after completion of the project.

875 Nevada Street Auburn, CA 95603
(530) 887-2370 · (530) 887-2374 fax
www.ultralinkinc.com
CSI# 644630

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND Ultralink Cabling Systems, Inc.
FOR THE PROVISION OF network cabling infrastructure installation SERVICES

TERM:

FROM: January 20, 2021 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

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

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage 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.

Notice of Cancellation

Attachment B: Insurance Requirements for Professional Services

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to 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.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates 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. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Attachment B: Insurance Requirements for Professional Services

Special Risks or Circumstances

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

-end-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY - ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B	3
ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"	6
WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

100 of 224

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



56556563

002777

270

of 224

101

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

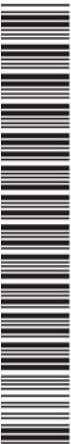
N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



56565653

002777

270

of 224

103

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

- a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section II - Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declaration.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaration.

E. With respect to the insurance afforded by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. Paragraph **4. of Section IV - Commercial General Liability Conditions** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance**:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Description of Construction Project

ALL NAMED INSURED'S PROJECTS.

Location of Construction Project

ALL NAMED INSURED'S PROJECTS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

52
of 88

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



56555553

003993

270

of 58

53

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ACCIDENTAL AIRBAG DEPLOYMENT	12
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
EMPLOYEES AS INSUREDS (Including Employee Hired Auto)	2
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	16
HIRED AUTO COVERAGE TERRITORY	22
HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	6
LOAN / LEASE GAP (Coverage Not Available In New York)	15
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	1
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM	13
PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II - LIABILITY COVERAGE is amended as follows:

1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
- (1) Is a partnership or joint venture; or
 - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
 - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

46 of 102

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, **Coverage Extensions, 2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
- (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
- (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.



15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

- Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

- Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY PERSON / ORG
WHEN REQUIRED BY
WRITTEN CONTRACT**

Job Description
ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **05/28/2020** Policy No. **WSA 5048424 01**

Endorsement No.

Insured **ULTRA LINK CABLING SYSTEMS INC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____



January 5, 2021

County of Inyo
1360 Main Street
Bishop Ca 93514

CMAS# 3-18-70-1981D
GSA Sch No. GS-35F-0505U

Project: New County Office location
Project Description: Network cabling

- Provide and install (672) new category 6 CMR cabling drops into (215) locations for network voice and data connectivity. (4 drops in 57 locations, 3 drops in 128 locations, 2 drops in 60 locations)
- Provide and install (13) new category 6 CMR cabling drops into (13) locations for wireless network access points.
- Provide, install and leave coiled in the ceiling (40) spare cables in specified locations throughout the building.
- All cables are to run back to the MDF location in room 225.
- Label all drops per the customers specifications.
- Customer will provide all hardware and racks for the MDF cable terminations.
- All cables are to terminate into modular jacks that insert into patch panels.
- All cabling will be supported above the T-Bar ceilings using J-hooks/ bridal rings.
- All cable is to be installed in a professional manner utilizing all applicable county, state, federal, and manufacture codes and procedures.
- Label, test and certify all installed cables. Provide test results for all cabling drops in electronic format after completion of the project.

875 Nevada Street Auburn, CA 95603
(530) 887-2370 · (530) 887-2374 fax
www.ultralinkinc.com
CSL# 644630

Labor/Materials County of Inyo

164,000'	Cat 6 CMR Cable Blue Commscope CS34R Blue/TE620R-BL02	41309.96
4	Vertical wire mangers double sided Commscope 1375257-1	700
16	Horizontal Wire managers Commscope 1375158-1	821.16
16	48 port patch panels Frames Commscope CPP-UDDM-SL-2U-48	1473.92
1450	1375055-6/USL600 Blue Cat 6 Commscope Jacks	12035.00
245	Face Plates Commscope 1-2111011-3 4 port white	316.05
1lot	Ceiling support hardware	950.00
1Lot	Misc. Consumables, Labels, Velcro etc.	600.00
1lot	Conduit sleeves	200.00
	Total Materials	58,406.09
	Tax 7.75%	4,526.47
	Total Labor/Travel/Per diem	128,560.00
	Total Quote	191,492.56

- There are no subcontractors for this project.
- Ultra Link Cabling Systems Inc. will provide a 25-year Manufacturer warranty on this project starting from the completion date. See Commscope warranty PDF for details.

Dan Martinez

State of California
MULTIPLE AWARD SCHEDULE
Ultra Link Cabling Systems, Inc.

CMAS NUMBER:	3-19-70-1981E
SUPPLEMENT NO.:	N/A
CMAS TERM DATES:	4/10/2019 through 7/31/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0505U
BASE SCHEDULE HOLDER:	Vector Resources, Inc.

This CMAS provides for the purchase, warranty and installation of hardware. (See page 2 for the specific brands and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Original Signature on File Effective Date: **4/10/2019**
JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Berk-Tek
Brand-Commscope
Cable-Telecommunication
Data Commun-Fiber Component
Data Commun-Network Mgmt
LAN/WAN-Wireless Network
Wire-Cable (Various)
Service-Hardware Installation
Service-Telecom Cabling

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Berk-Tek
Commscope
Corning
Panduit

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Information Technology Professional Services, and Order-Level Materials are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0505U (VECTOR RESOURCES, INC.) with a GSA term of 8/1/2013 through 7/31/2023.

Replace "Vector Resources, Inc." with "Ultra Link Cabling Systems, Inc." where "Vector Resources, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or faxed to the following:

**Ultra Link Cabling Systems, Inc.
875 Nevada Street
Auburn, CA 95603
Attn: Dan Martinez**

Fax: (530) 887-2374

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Valerie Riley
Phone: (530) 887-2370, Ext. 104
E-mail: valerie@ultralinkinc.com**

CALIFORNIA SELLER'S PERMIT

Ultra Link Cabling Systems, Inc.'s California Seller's Permit No. is 100044700. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30-90 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
\$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority>.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules>, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at <https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

Ultra Link Cabling Systems, Inc. is a certified small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #34448 expires on 3/31/2021.

If this certification has expired, the current expiration date for this company's certification should be verified at: caleprocure.ca.gov/pages/index.aspx or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules> then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: <https://www.dgs.ca.gov/OFS/Price-Book>.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

<https://www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage>

Information on the CALPIA E-Waste Program can be found at:

www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

The E-Waste Exemption Request Form EWR-F029 can be found at:

www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RES/RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Ultra Link Cabling Systems, Inc.'s California Contractor's License number is 644630. This is a Class C-7 license that is valid through 11/30/2020.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE
CMAS**

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND
CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: <https://www.dgs.ca.gov/OFS/Price-Book>.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Ultra Link Cabling Systems, Inc. does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules>, and then select "File a CMAS Quarterly Report".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ULTRA LINK CABLING SYSTEMS, INC.
CMAS NO. 3-19-70-1981E**

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Revision

CMAS Number: _____

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: _____

Q3 (Jul-Sep)

Phone Number: _____

Q4 (Oct-Dec)

E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: April 27, 2021

FROM: Lucy Vincent

SUBJECT: Assisted Outpatient Treatment (AOT) Opt-Out Resolution

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Declaring that Inyo County will Opt Out of the Adoption of Assisted Outpatient Treatment (Laura's Law) and Certifying that all Mental Health Treatment Programs will Continue and that No Treatment or Service will be Reduced without Adoption of Assisted Outpatient Treatment (Laura's Law) by Inyo County," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The State of California enacted Assembly Bill 1976 (Chapter 140, Statutes of 2020), which requires counties to affirmatively opt-out of providing Assisted Outpatient Treatment (AOT), otherwise known as Laura's Law services by passing a resolution of the local governing body stating the reasons for opting out and any facts or circumstances relied on in making that decision. The attached Resolution allows Inyo County to opt out of providing Laura's Law services.

Inyo County Behavioral Health has determined that it would be in the best interests of the citizens of Inyo County for the County to opt out of Laura's Law for the following reasons:

- Existing voluntary adult mental health services and children's mental health services would be reduced if Inyo County implemented Laura's Law.
- Inyo County Behavioral Health already has rigorous outreach and engagement strategies to bring individuals with behavioral health conditions into voluntary treatment. Our Mental Health Services Act provided services to 206 individuals at our wellness center sites and our MHSA-funded Full Service Partnerships intensively served 32 adults, including 20 unsheltered persons, in FY 19/20.
- There are no unexpended funds to be diverted to AOT. In the most recent Mental Health Services Fund Reversion Report dated October 2020, Inyo County had no funds reverted and as such is fully expended.
- The number of persons that would benefit from AOT would be very small and does not justify the additional court and related costs to other programs and services.

The Department respectfully requests your Board's approval of this resolution.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this Resolution. In this case, Laura's Law services would have to be implemented along with extensive training costs and required system monitoring. There would be extensive costs associated with the implementation of Laura's Law without an additional funding source.

OTHER AGENCY INVOLVEMENT:

The Courts, including the District Attorney's Office and Public Defenders.

FINANCING:

There are no costs associated with adopting this resolution.

ATTACHMENTS:

1. AOT Opt Out Resolution

APPROVALS:

Lucy Vincent	Created/Initiated - 4/14/2021
Darcy Ellis	Approved - 4/14/2021
Lucy Vincent	Approved - 4/14/2021
Marilyn Mann	Approved - 4/16/2021
Melissa Best-Baker	Approved - 4/16/2021
Marshall Rudolph	Approved - 4/16/2021
Marilyn Mann	Final Approval - 4/16/2021

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING THAT INYO COUNTY WILL OPT OUT OF THE ADOPTION OF ASSISTED OUTPATIENT TREATMENT (LAURA’S LAW) AND CERTIFYING THAT ALL MENTAL HEALTH TREATMENT PROGRAMS WILL CONTINUE AND THAT NO TREATMENT OR SERVICE WILL BE REDUCED WITHOUT ADOPTION OF ASSISTED OUTPATIENT TREATMENT (LAURA’S LAW) BY INYO COUNTY

WHEREAS, The State of California enacted “Laura’s Law” (Assembly Bill 1421 (2002)), codified in California Welfare and Institutions Code Sections 5345-5349.5. This act became effective on January 1, 2003; and

WHEREAS, “Laura’s Law” is named after Laura Wilcox, the loved and well-respected citizen from Nevada County who perished in the tragic 2001 shooting incident at the Nevada County mental health facility; and

WHEREAS, “Laura’s Law,” also known as the “Assisted Outpatient Treatment” (AOT), applies to counties that exercise a local option to implement the project; and

WHEREAS, The State of California enacted Assembly Bill 1976 (Chapter 140, Statutes of 2020), which requires counties to affirmatively opt-out of providing Laura’s Law services by passing a resolution of the local governing body stating the reasons for opting out and any facts or circumstances relied on in making that decision. Counties that implement Laura’s Law may not reduce existing voluntary mental health programs serving adults or children’s mental health programs as a result of implementation; and

WHEREAS, the Department of Health Care Services, pursuant to Behavioral Health Information Notice 20-075, requires counties to submit a resolution to the Department sixty days prior to the statewide implementation of AB 1976 on July 1, 2021; and

WHEREAS, Inyo County Behavioral Health has determined that it would be in the best interests of the citizens of Inyo County for the County to opt out of Laura’s Law for the following reasons:

- Existing voluntary adult mental health services and children’s mental health services would be reduced if Inyo County implemented Laura’s Law.
- Inyo County Behavioral Health already has rigorous outreach and engagement strategies to bring individuals with behavioral health conditions into voluntary treatment. Our Mental Health Services Act provided services to 206 individuals at our wellness center sites and our MHSA-funded Full Service Partnerships intensively served 32 adults, including 20 unsheltered persons, in FY 19/20.
- There are no unexpended funds to be diverted to AOT. In the most recent Mental Health Services Fund Reversion Report dated October 2020, Inyo County had no funds reverted and as such is fully expended.

- The number of persons that would benefit from AOT would be very small and does not justify the additional court and related costs to other programs and services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Inyo hereby opts out of the implementation of Laura’s Law in Inyo County.

PASSED AND ADOPTED this _____ day of _____, 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Jeff Griffiths
Chairperson, Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: April 27, 2021

FROM: Jenna Rhoads

SUBJECT: Amendment A02 to the Contract between County of Inyo and the California Department of Public Health for Women, Infants, and Children (WIC)

RECOMMENDED ACTION:

Request Board approve Amendment No. A02 to the contract between the County of Inyo Department of Health and Human Services and the California Department of Public Health for the California Women, Infants, and Children Contract, increasing the contract by \$30,190, not to exceed \$1,150,112, for the period of October 1, 2019 through September 30, 2022, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign Standard Agreement No. 19-10153 Amendment A02.

SUMMARY/JUSTIFICATION:

This program provides administrative management and program implementation of WIC services for Inyo County. This is a federally funded program administered by the California Department of Public Health, designed to provide supplemental nutritious foods to mothers during pregnancy and infants and young children during early growth and development. This program is part of a coordinated effort to protect the health of mothers and children through planned programs of nutrition education, periodic examinations and preventive services.

The contract is a four-year contract with the California Department of Public Health, although the funding is federal dollars passed through the State from the United States, Department of Agriculture (USDA).

The amendment reflects a shifting in funds in fiscal years 2 and 3 in order to accommodate anticipated expenses for the H.R. 6201 - Families First Coronavirus Response Act.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment which would mean that the county would not be able to claim the additional \$30,190.00.

OTHER AGENCY INVOLVEMENT:

The program works cooperatively with other Health and Human Services Programs such as Public Health, First Five, as well as Toiyabe Indian Health Project and other Community organizations.

FINANCING:

This program is 100% federally funded through the State of California. The funds are recognized in the WIC budgets in object code Federal Other (4552). There are no county general funds.

ATTACHMENTS:

1. Amendment A02 to Agreement 19-10153
2. Agreement 19-10153 A02 Revision Exhibits

APPROVALS:

Jenna Rhoads	Created/Initiated - 4/13/2021
Darcy Ellis	Approved - 4/14/2021
Marilyn Mann	Approved - 4/14/2021
Melissa Best-Baker	Approved - 4/16/2021
Marshall Rudolph	Approved - 4/16/2021
Amy Shepherd	Approved - 4/16/2021
Marilyn Mann	Final Approval - 4/16/2021

Please wait...

If this message is not eventually replaced by the proper contents of the document, your PDF viewer may not be able to display this type of document.

You can upgrade to the latest version of Adobe Reader for Windows®, Mac, or Linux® by visiting http://www.adobe.com/go/reader_download.

For more assistance with Adobe Reader visit <http://www.adobe.com/go/acrreader>.

Windows is either a registered trademark or a trademark of Microsoft Corporation in the United States and/or other countries. Mac is a trademark of Apple Inc., registered in the United States and other countries. Linux is the registered trademark of Linus Torvalds in the U.S. and other countries.

II. Certain changes made in this amendment are displayed as follows: Text additions are displayed in **bold and underline**. Text deletions are displayed with a strike through the text (i.e., ~~Strike~~).

III. Revised Exhibit A, Scope of Work, Provision 4. as follows:

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	County of Inyo
Pia Boling, Contract Manager Telephone: (916) 928-8543 Fax: (916) 263-3314 E-mail: Pia.Boling@cdph.ca.gov	Marilyn Mann Telephone: (760) 873-3305 Fax: (760) 873-6505 E-mail: mmann@inyocounty.us

B. Direct all inquiries to:

California Department of Public Health	County of Inyo
CDPH/WIC Division Attention: Pia Boling, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8543 Fax: (916) 263-3314 E-mail: Pia.Boling@cdph.ca.gov	Attention: April Eagan 568 West Line St. <u>1360 North Main Street</u> Bishop, Ca 93514 Telephone: (760) 872-1887 Fax: (760) 872-1623 E-mail: aeagan@inyocounty.us

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID#: 95-6005445
FI\$CAL ID #:
Contractor: County of Inyo
Attention: "Cashier"
Address: PO Drawer H Independence, CA 93526
Contract Number: 19-10153 <u>A02</u>
Email: ascott@inyocounty.us <u>mbestbaker@inyocounty.us</u>

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

IV. Revised Exhibit B, Budget Detail and Payment Provisions, Provision 1.E. as follows:

E. Amounts Payable

The amounts payable under this agreement shall not exceed: ~~\$1,119,922.00~~ **\$1,150,112.00.**

**Exhibit B, Attachment I
Budget Detail Worksheet
October 1, 2019 - September 30, 2022**

Personnel	Exhibit A SOW 7.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Amended Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Amended Current Base Annual Salary Maximum	Year 1 10/1/2019 - 9/30/2020			Year 2 10/1/2020 - 9/30/2021			Year 3 10/1/2021 - 9/30/2022			Total	Total Budget Adj.	Amended Total						
							Amended FTE	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE				FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	
Office Tech III	12,13,14,15		48,276	48,276	58,740	58,740	0.05	2,937	0.05		2,594		2,594	0.05		130	2,724	8,125	130	8,255				
Registered Dietician	1,3,6,7	1,2,3,4,5	62,676	62,676	76,200	76,200	0.50	37,535	0.50		37,535		37,535	0.50		565	38,100	112,605	565	113,170				
WIC Nutrition Assistant (1) (2)	1	1,2,3,4,5	41,988	41,988	51,012	51,012	1.00	51,012	1.00		50,042		50,042	1.00		2,502	52,544	151,096	2,502	153,598				
WIC Manager (2)	16,17		87,816	87,816	106,704	106,704	0.05	5,362	0.05		5,362		5,362	0.05		268	5,630	16,086	268	16,354				
WIC Nutrition Assistant (1)	1	1,2,3,4,5	45,096	45,096	54,768	54,768	1.00	54,768	1.00	-0.40	0.60	53,370	(24,312)	29,058	1.00	-0.40	0.60	53,370	(22,859)	30,511	161,508	(47,171)	114,337	
WIC Director	1,2,3,4,5,6,7,8,9,11,12,13,14,15,18	1,2,3,4,5,6	62,676	68,892	76,200	83,712	0.50	38,100	0.50		0.50	37,535		37,535	0.50		1,877	39,412	113,170	1,877	115,047			
HHS Specialist (1)	1	1,2,3,4,5	41,988	41,988	51,012	51,012	0.00	-		0.10	0.10	4,423		4,423	0.10	0.10	4,644	4,644	-	9,067	9,067			
Administrative Analyst	3	1,2,3,4,5	57,036	57,036	72,600	72,600	0.00	-		0.03	0.03	1,711		1,711	0.03	0.03	1,711	1,711	-	3,422	3,422			
Overtime (3)							0.00	-			0.00													
Salaries and Wages								199,714				196,438	(18,178)	168,260			196,438	(11,162)	175,276	562,590	(29,340)	533,250		
Total FTE							3.10				3.10	(0.27)	2.83			3.10	(0.27)	2.83						
Fringe Benefits (4)							Amended Percent	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total	
							63.1069%	119,722	63.1069%		68.2688%	117,655	(2,786)	114,869	63.1069%		65.0179%	117,655	(3,695)	113,960	355,032	(6,481)	348,551	
Total Personnel								309,436				304,093		283,129			304,093		289,236	917,622	(35,821)	881,801		
Operating Expenses																								
General Expenses (5)	6, 17, 18, 19	1-9						9,324				6,761	5,586	12,347			6,761	2,892	9,653	22,846	8,478	31,324		
Travel (6)	8	1-9						5,010				5,010	(5,010)	-			5,010	5,010	15,030	(5,010)	10,020			
Training	4, 5, 7, 17	1-9						1,000				1,000	5,010	6,010			1,000	1,000	3,000	5,010	8,010			
Outreach/Media/Promotion	17	1-9						7,100				5,600	9,958	11,558			5,600	18,300	5,958	24,258				
Facility Costs (See Exhibit B, Attach II for breakdown) (7)	11	1-9						13,704				13,704	6,696	20,400			13,704	6,696	20,400	41,112	13,392	54,504		
Total Operating Expenses								36,138				32,075	18,240	50,315			32,075	9,588	41,663	100,288	27,828	128,116		
Major Equipment (8) (Unit Cost of \$5,000 or More)																								
Equipment (9)	6, 17, 18, 20, 21	1-9						-				-	-	-			-	-	-	-	-	-		
Vehicles (10)	8, 17, 18, 19	1-9						-				-	-	-			-	-	-	-	-	-		
Total Major Equipment								-				-	-	-			-	-	-	-	-	-		
Subcontracts (11)																								
Total Subcontracts								-				-	-	-			-	-	-	-	-	-		
Indirect Costs																								
Total Personnel Costs								11.1170%	34,400	11.1170%		20.0000%	33,806	22,819	56,625	11.1170%		17.0000%	33,806	15,364	49,170	102,012	38,183	140,195
Total Indirect Costs								34,400				33,806	22,819	56,625			33,806	15,364	49,170	102,012	38,183	140,195		
Total Budget								\$ 379,974				\$ 369,974	\$ 20,095	\$ 390,069			\$ 369,974	\$ 10,095	\$ 380,069	\$ 1,119,922	\$ 30,190	\$ 1,150,112		

Year 1 Contract Amount	\$ 379,974	Year 2 Contract Amount	\$ 390,069	Year 3 Contract Amount	\$ 380,069
Year 1 Funding Changes	\$ -	Year 2 Funding Changes	\$ 20,095	Year 3 Funding Changes	\$ 10,095
Year 1 Checks/Balances	\$ -	Year 2 Checks/Balances	\$ -	Year 3 Checks/Balances	\$ -

*All costs will be reviewed by CDPH for approval

- (1) Bilingual - Positions that receive Bilingual pay will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- (2) Additional Pay (Longevity, Retention, Differential and COLA) - Positions that receive these compensations will show a higher budgeted amount. Justification and back-up documentation will be kept on file.
- (3) Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.
- (4) Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.
- (5) General Expenses - Includes items such as: Minor equipment (i.e., office furniture, IT equipment, anthropometric items, etc.), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses (i.e., telephone services, printing, postage, supplies, etc.), etc.
- (6) Travel - All costs reimbursed shall be in accordance with CalHR rates.
- (7) Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.
- (8) Major Equipment - Unit cost must be \$5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.
- (9) Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.
- (10) Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
- (11) Subcontractors - List the subcontractor's name and short list of services provided.

**Exhibit B, Attachment II
Facility Cost Worksheet
OCTOBER 1, 2019 - SEPTEMBER 30, 2022**

Total Facility Costs:					Year 1 Amended Total				Year 2 Total	Year 2 Amended Total				Year 3 Total	Year 3 Amended Total
\$ 54,504					\$ 13,704				\$ 13,704	\$ 20,400				\$ 13,704	\$ 20,400
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic Site, Admin, Training Center, Warehouse, Storage Area, Satellite site)	Total Square Footage	Amended Total Cost of Site Per Month	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year	
568 West Line Street, Bishop, CA 93514	Clinic Site	2000	1,142	13,704	1,142	558	1,700	13,704	20,400	1,142	558	1,700	13,704	20,400	
138 Jackson Street, Lone Pine, CA 93545	Satellite site	6698	-	-	-	-	-	-	-	-	-	-	-	-	
207A West South Street, Bishop, CA 93514	Administrative Site	2500	-	-	-	-	-	-	-	-	-	-	-	-	
155 East Market, Independence, CA 93526	Fiscal and Satellite Site	4285	-	-	-	-	-	-	-	-	-	-	-	-	
405 Hot Springs Road, Tecopa CA 92369	Satellite site	1140	-	-	-	-	-	-	-	-	-	-	-	-	



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 27, 2021

FROM: Aaron Steinwand

SUBJECT: 2021-22 LADWP Annual Operations Plan

RECOMMENDED ACTION:

Request Board review and possibly provide direction concerning the LADWP draft 2021-2022 Pumping Plan.

SUMMARY/JUSTIFICATION:

Regarding LADWP's Annual Operations Plan, the Inyo/Los Angeles Long-Term Water Agreement (LTWA) provides that:

By April 20th of each year, the Department shall prepare and submit to the Inyo County Technical Group a proposed operations plan and pumping program for the twelve (12) month period beginning on April 1st. ... The County through its Technical Group representatives shall review the Department's proposed plan of operations and provide comments to the Department within ten (10) days of receipt of the plan.

As of the time of the preparation of this agenda request, we have not received the proposed Annual Operations Plan from LADWP. The Water Department will distribute the proposed Annual Operations Plan to the Board, Water Commission, interested public, and post on the Water Department website when we receive it. We have received LADWP's preliminary April 1 runoff forecast, which forecasts 55% of normal Owens Valley runoff from April, 2021 through March, 2022.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
Marshall Rudolph
Amy Shepherd

Created/Initiated - 4/19/2021
Approved - 4/20/2021
Approved - 4/20/2021
Approved - 4/22/2021
Final Approval - 4/22/2021



(760) 878-0001
FAX: (760) 878-2552

EMAIL: mail@inyowater.org
WEB: <http://www.inyowater.org>

P.O. Box 337
135 South Jackson Street
Independence, CA 93526

**COUNTY OF INYO
WATER DEPARTMENT**

April 30, 2021

Mr. Adam Perez, Aqueduct Manager
Los Angeles Department of Water and Power
300 Mandich Street
Bishop, California 93514

**Subject: Inyo County comments on LADWP's proposed Annual Operations Plan for
Runoff Year 2021-2022**

Dear Mr. Perez,

In accordance with Section V.D. of the Inyo/Los Angeles Long Term Water Agreement, this letter transmits the Inyo County Water Department's (ICWD) comments on LADWP's Draft Owens Valley Operations Plan for Runoff Year 2021-2022 (Draft Plan). The Draft Plan indicates that the City intends to pump between 64,600 and 78,980 acre-feet (ac-ft) of groundwater during the 2021-2022 runoff year, and that runoff is forecast to be 55% of normal. Approximately 10,000 ac-ft of the potential high range of pumping is planned for the October-March period, presumably for aqueduct supply. The lower range of proposed pumping is less than long-term average pumping under the Water Agreement (73,645 ac-ft, 1991-2020) but significantly greater than necessary for sole source uses (e.g. in-valley agriculture or mitigation). The expected low runoff this year and low precipitation of this past winter will present challenges to meeting Water Agreement goals. These conditions stress native vegetation, and our analysis suggests water levels are expected to decline in most wellfields even at minimum pumping for uses in the valley. ICWD's recommended pumping amount, 59,377 ac-ft is a more prudent plan for the upcoming drought year which allows the multiple goals of the Water Agreement to be met with a more sustainable approach: a significant amount of groundwater would be pumped for use in Owens Valley and export to Los Angeles, while stabilizing shallow water level conditions that are compatible with groundwater dependent vegetation protected by the Water Agreement.

Background

Relatively low runoff and approximately 73,000 ac-ft of pumping in 2020-2021 caused the water table to decline in most areas of the Owens Valley (Table 1). Operations and conditions in 2020 were unusual in that pumping in Big Pine was curtailed due to closure of the Fish Springs hatchery. Big Pine was the only wellfield in which water levels in multiple indicator wells rose in 2020-21. April 2021 water levels in two thirds of the indicator wells are now below those measured in the mid-1980s when the baseline vegetation mapping was completed, primarily in Laws, Taboose-Aberdeen, Independence-Oak, and Symmes-Shepherd wellfields. Water levels in Independence-Oak and Symmes-Shepherd have not recovered from the pumping early in the 2012-2016 drought despite favorable runoff during in 2016-2019 (Table 1).

As in previous years, Inyo County does not think it is justified to pump groundwater for aqueduct supply to Los Angeles near vegetation that is measurably and chronically below baseline levels. Adjusting pumping to maintain a shallow water table in some areas of groundwater-dependent vegetation in 2021-22 is necessary to stabilize declines since the onset of the present drought and to potentially avoid impacts should the drought resemble recent lengthy droughts like those experienced often during the past 35 years. Shallow groundwater levels are particularly important to maintain perennial grasses which have seen larger and more persistent declines than total cover and in a larger number of parcels.

General Comments

The Draft Plan includes testing of 386W near the Five-Bridges mitigation site. Mitigation measure 10-12 was adopted by LADWP in the 1991 FEIR to mitigate the impacts caused by the operation of wells W385 and W386 in the late 1980's (p. 10-58 of the 1990 DEIR, Sept. 1990). The adopted mitigation measure included discontinuation of pumping from the two wells. In 2018 Inyo and Los Angeles settled litigation regarding test pumping W385. That settlement required the Technical Group to temporarily amend the 1999 Revegetation Plan to allow pumping from W385 and to adopt a Mitigation and Monitoring plan for the test. The settlement also prescribes several actions that must occur before testing of W386 can proceed including: 1) Technical Group agreement that testing W385 did not cause adverse effects, 2) Technical Group approval of monitoring and mitigation plan for a W386 test, and 3) Technical Group agreement to again temporarily suspend the 1999 Revegetation Plan provision that W385 and W386 remain "permanently shut down" to allow the test to be conducted. In addition to the requirements necessary to comply with the 2018 settlement, we are aware that hydrologists from California Department of Fish and Wildlife are in the process of evaluating and reporting on the results of the 385W test. The Technical Group should review that report before proceeding with a test of 386W. Also, the monitoring and mitigation plan for the 385W test included a provision that hydrological conditions should be favorable before commencing pumping. Favorable hydrologic conditions were present at the beginning of the W385 test, and the Water Department would insist that similar conditions exist before the start of any test of W386 to protect sensitive resources and to clearly discriminate the effects of pumping from drought. It does not appear that condition will be met given the extremely low runoff forecast. The County is

concerned that the 1980's vegetation impact at Five-Bridges has not been fully mitigated, in particular the diminished perennial cover, conversion of shrub willow areas, and weed infestation.

Miscellaneous comments

Neither the Draft Operations Plan nor Table 2.7 in the Draft Annual Report Chapter 2 – Conditions in the Owens Valley specify the amount of water used for Owens Lake dust mitigation separate from other uses. To assist Inyo County's participation in the Owens Lake Groundwater Work Group, please include these data in the Draft Plan or elsewhere in the Annual Report.

We are pleased to note that despite the lower than normal expected runoff, attempts will be made to meet Type E irrigation and other in-valley use obligations. We recognize that the planned irrigation and stockwater values are less than 1981-82 amounts but understand these reduced amounts are due to anticipated low creek flows in late summer due to the drought. Additional information regarding area runoff should be provided to inform the County how these final in-valley use values were estimated. We remain concerned, however, over the persistent reduced delivery of stockwater compared with 1981-82 and the potential for adverse effects on lease operations and Type E vegetation and lessee operations.

Although the Water Agreement's process for Annual Operations Plans is based on planning for individual years, the Water Department recommends that the Technical Group consider multi-year planning to manage water table fluctuations within ranges compatible with vegetation baseline conditions. Staff worked cooperatively on such proposals to revise the Green Book for several years, but while progress was made final methods were never agreed upon.

Evaluation of 2020 Operations Plan – methods

ICWD's analysis of the Draft Plan and pumping recommendations are based on the goals and principles of the Water Agreement, the status of individual pumping wells according to Green Book soilwater triggers, groundwater dependent vegetation conditions monitored by the Technical Group, water table conditions in each well field, and groundwater uses within each wellfield.

Multiple linear regression models at 46 indicator wells are used to predict water table elevation in April 2022 as a function of wellfield pumping, 2021 water table elevation, and forecasted Owens Valley runoff. The Laws indicator well models rely on the sum of diversions into the Upper and Lower McNally canals at the Owens River as the variable related to recharge instead of Owens Valley runoff. Water spreading is not planned for Laws in 2021-22 (Table 2.5 of the Draft Plan). The set of indicator well models used by ICWD differs from the original set of indicator wells used by LADWP, but the ranges of predicted changes generally agree with the predictions in Table 1.7. The Technical Group in 2021 should update and evaluate the models and agree on a common set of the best models to use for future pumping plans and analyses.

Four pumping scenarios were evaluated and are presented in this letter; minimum pumping for

uses in the valley, LADWP's proposed lower limit (minimum) and upper limit (maximum) for pumping in the Draft Plan, and reduced pumping (Tables 2 and 3). The upper limit of the pumping proposed in the Draft Plan represents the maximum impact on the water table, and LADWP has historically pumped near the maximum proposed amount except for unusual circumstances (like in 2020 in Big Pine). The analysis of water levels with minimum pumping for specific uses in the Owens Valley is included as a basis for comparison with the higher levels of pumping in the Draft Plan and the amount of pumping that ICWD analysis suggests is compatible with the goals of the Water Agreement. In below normal runoff years, ICWD estimates minimum pumping for in-valley uses to be approximately 54,445 AF. We recognize the actual pumped amount deviates from this estimate depending on forecasted and actual runoff differences which affect the amount of surface water available to supply irrigation or mitigation projects instead of groundwater.

LADWP's proposed operations plan includes pumping for export from all wellfields except Bishop, Lone Pine, and at the lower range of proposed pumping only, Thibaut-Sawmill and Symmes-Shepherd wellfields. ICWD's reduced pumping corresponds with the lower range of the pumping in Draft Plan in those wellfields. ICWD has concerns about pumping and water levels persisting below baseline in three wellfields following the 2012-16 drought: Independence-Oak, Symmes-Shepherd, and southern Thibaut-Sawmill (Table 1). Thibaut-Sawmill and Independence-Oak were pumped for aqueduct supply in 2020 causing water levels to decline. In 2020-21, the goal for these areas/wellfields should be to limit pumping to maintain water levels compatible with achieving the groundwater-dependent vegetation protections of the Water Agreement.

Wellfield-specific conditions

The following sections present a summary of conditions in each wellfield including: the predicted effects of the proposed pumping, ICWD's comments on LADWP's proposed operations, and ICWD's recommended pumping. In the sections below, baseline water levels refer to the average of April water levels for 1985, 1986, and 1987, and baseline vegetation conditions refer to the conditions documented in the baseline maps attached to the Water Agreement as Exhibit A. Observed water level changes since April 2020 and deviations from baseline water levels based on ICWD field measurements are given in Table 1. Wellfield pumping proposed by LADWP in the Draft Plan and pumping recommended by ICWD are given in Table 2. Predicted water table changes are presented in Table 3.

Laws. The Draft Plan proposes between 8,900 and 9,400 ac-ft of pumping in the Laws wellfield to supply town water systems, irrigation, enhancement/mitigation (E/M) projects, and export. Last year, the water table declined between 0.9 and 7.4 feet in indicator wells. The greatest declines were in the vicinity of the McNally Ponds project. Water levels currently range from 4.0 feet below to 3.8 feet above baseline. Vegetation parcels LAW035, LAW043, LAW052, LAW062, LAW070, LAW072 and LAW085 are all in the same general vicinity and have chronically below-baseline grass cover, and perennial cover that only infrequently recover

to baseline conditions.

Water levels in Laws respond substantially to irrigation and water spreading that is diverted from the Owens River into the McNally canals. LADWP's Draft Plan suggests no diversion from the river is planned. The proposed upper pumping amount in Laws would cause water levels to decline several feet (Table 3). Water levels are predicted to decline even at pumping for in-valley uses in Laws. Given the chronically poor vegetation conditions in the parcels listed above despite water table recovery in 2019-20, pumping should be limited to uses in Laws. Pumping at this amount will maintain water levels in indicator wells (434T, 436T, 490T, V001g, and 574T) located near the relatively high cover meadow parcels in the southern and eastern portion within 2.6 ft of baseline. Following the 2012-16 drought, some perennial vegetation and grass recovery was observed, likely in response to shallower water levels caused by water spreading in 2017-19. Minimizing water level declines and water levels greater than 6 ft below ground surface (the nominal grass rooting zone) should continue to allow for maintenance of perennial vegetation and grass conditions.

Despite repeated recovery of water levels to near or above baseline since 2000, the degraded conditions in parcels noted above persist. It is important that the Technical Group evaluate in 2021-22 whether a significant impact exists (Green Book Sec. I.C.) in these vegetation parcels in Laws.

Bishop. LADWP proposes to pump 12,000 ac-ft from the Bishop wellfield. It appears that the proposed pumping will be within the limits of the Hillside Decree. ICWD recommends pumping not exceed 12,000 ac-ft providing that it complies with the Hillside Decree and that uses/losses downstream of the wells exceed pumping.

Big Pine. LADWP proposes to pump between 20,500 and 23,000 ac-ft from the Big Pine wellfield. The upper amount includes hatchery and town supply as well as several months of operation of exempt well(s) for export. One large vegetation parcel in the wellfield, BGP162, has had vegetation cover chronically below baseline. Two other parcels, BP154 and FSP006 have suffered a measurable grass decline. Last year, perennial vegetation cover in BGP162 was significantly below baseline again. The water table changes varied between +0.45 ft to -2.94 ft at indicator wells and monitoring sites in the wellfield. Water levels vary between 4 ft above to 0.8 ft below baseline at indicator wells but, due to the reduction in hatchery pumping, the average water level in the shallow-aquifer indicator wells remained above baseline (0.9 ft) for the second consecutive year.

The Draft Plan states that LADWP intends to decommission W341 and replace its pumping with adjacent W415 for the town water system needs. In 2020 the Inyo/Los Angeles Technical Group approved test procedures for the initial period of operation of W415 pumping above the exemption for town supply (W415 test) consistent with GreenBook Section VI. The test has not commenced but the monitoring program is in place. Staff should continue the water level and vegetation monitoring in 2021. We also recognize that the Water Agreement, as amended in

2002, committed LADWP to provide surface and groundwater for the Big Pine Irrigation and Improvement Association (BPIIA) ditch system from Big Pine Creek. In an exchange of letters in 2020, Inyo and Los Angeles concurred that water exiting the Big Pine Community Service District into Big Pine Creek would be considered pumped make-up water for the BPIIA. That accounting practice should continue.

If the proposed pump test of W415 is conducted in 2020, the overall pumping from Big Pine should not exceed the amount for the W415 test, town supply, BP Northeast Regreening Project, and the hatchery (approximately 19,225 ac-ft, approximate required use). Wells W218 and W219 should not be operated to prevent confounding the 415W test results and to safeguard water level increases and tenuous vegetation improvements in recent years.

In late 2020, conversations with California Department of Fish and Wildlife, staff mentioned that the Fish Springs hatchery may not require the full capacity of W330 and W332 at certain times of the year. Over the past several months, CDFW staff have analyzed their operations and water requirements. The flow required by the hatchery operations in any month cannot be supplied with a single well, but there are certain months in the fall or winter where pumping capacity of both wells is not necessary to meet present hatchery fish production goals. Those wells are exempt for hatchery use, and the Technical Group should revisit the exemptions and cooperate with CDFW to design water delivery infrastructure or pumps with varying capacity and potentially reduce the constant pumping stress on the Big Pine Wellfield.

Taboose-Aberdeen. LADWP proposes to pump between 5,300 and 8,880 ac-ft in the Taboose-Aberdeen wellfield. Alkali meadow parcels TIN050, TIN053, TIN064, and TIN068 all have chronically lower grass cover than baseline despite water level recovery to baseline suggesting a Type C to B conversion may have occurred and the water table regime may be insufficient to recover vegetation to baseline. Last year, water table declined in all indicator wells in this wellfield from 1.2-5.2 ft and now are below baseline. All indicator wells declined in 2020-21 at the lower and upper limits of proposed pumping. Decreasing pumping to 4,000 ac-ft would stabilize water levels during the upcoming year on average. Pumping from W118 and W349 should be limited to avoid lowering water levels under the parcels in the northern portion of the wellfield exhibiting grass declines.

The Technical Group should evaluate in 2021-22 whether a significant change in Type C parcels exists in vegetation parcels with chronically depressed grass cover.

Thibaut-Sawmill. LADWP proposes to pump 8,000 to 11,000 in the Thibaut-Sawmill wellfield. Two parcels, IND026 and IND029 in the southern portion of this wellfield have chronically depressed water levels and grass cover. Pumping should be managed to promote water table recovery under these parcels by not pumping W382. Cover in BLK094 is not fully recovered in terms of perennial or grass cover. Last year, the water table declined 0.8-3.0 ft, but water levels remained at baseline or several feet above baseline (Table 1), largely due to reductions in pumping at the Blackrock hatchery in 2014. Water levels will remain above baseline at LADWP's proposed

maximum pumping amount; however, ICWD recommends pumping not exceed 8,432 ac-ft for the hatchery and possible late summer irrigation pumping from W155 if creek flow is insufficient. Pumping should be managed to maintain water levels under the parcels mentioned above.

The Technical Group should evaluate in 2021-22 whether a significant impact exists in vegetation parcels IND026 and 029.

Independence-Oak. LADWP proposes to pump between 7,000 and 8,800 ac-ft in the wellfield. Last year, water levels decreased at all monitoring sites and indicator wells, and were 2-6 ft below baseline. This wellfield was pumped for export again in 2020 and water levels in the southern portion remain below baseline and have not recovered since 2018. Pumping should be limited to sole source uses at 6,420 ac- ft. Water levels in some wells decline even at that amount, and restricting pumping to irrigation and E/M projects would result in approximately 0.54 ft. decline in water levels on average (Table 3).

Symmes-Shepherd. LADWP proposes to pump 1,200-2,900 ac-ft from the Symmes-Shepherd wellfield for sole source irrigation supply and export. One parcel, IND139, exhibits chronically depressed grass cover. Last year, the water table changes varied between +0.4--0.7 ft., but despite the gradual water table recovery and conservative pumping in recent years, the water table level remains below baseline. ICWD recommends that pumping be limited to approximately 1,800 ac-ft to stabilize water levels.

Bairs-Georges. LADWP proposes to pump 2,100 to 2,820 ac-ft in the Bairs-Georges wellfield. Perennial and grass cover in the largest monitored parcel in the wellfield MAN037 have been not statistically below baseline in three out of the previous four years but has yet to attain or exceed baseline. The increased vegetation cover has corresponded with water levels recovery to baseline. Cover in an adjacent parcel, MAN038, which has only infrequently been sampled, was also below baseline in 2020. Last year, water levels declined 0.8 to 3.4 ft. in indicator and vegetation monitoring site wells and two remain at or above baseline. Under LADWP's maximum proposed pumping, water levels would decline 1.5 to 2.5 ft and would be below baseline in all wells. ICWD acknowledges the possible need to supplement irrigation/stockwater flows from Georges Creek with pumped water in this low-runoff year, and 600 ac-ft of pumping can accomplish this need and maintain water levels in 2022.

Lone Pine. LADWP proposes to pump 980 ac-ft from the Lone Pine wellfield for town and E/M project supply. Concerning operation of well W416, the Draft Plan notes that LADWP plans to equip and test this well and has requested that the Technical Group designate a monitoring site to manage this well. The management requirements of this well differ from those of many of LADWP's aqueduct supply wells in that effects on non-LADWP wells are a much more substantial concern here than in other wellfields. The Water Department does not think the modifications to the well alleviate concerns that it may affect private wells. Before W416 can be operated, the Technical Group should adopt procedures to test the well under conditions that prevent impacts to vegetation and private wells. ICWD recommends pumping not exceed 980

ac-ft for the uses specified in the Draft Plan.

We look forward to addressing these comments at a Technical Group meeting. If you wish to discuss these comments prior to the Technical Group meeting, feel free to contact me.

Sincerely,

Aaron Steinwand, Water Director

cc: Inyo County Board of Supervisors
Inyo County Water Commission
Clint Quilter, County CAO
Marshall Rudolph, County Counsel
Greg James, Special Counsel

DRAFT

Table 1. Depth to Water (DTW) at indicator wells, April 2020. All data are in feet. Negative values denote a decline in water level. Depths are from reference point on the test well. Baseline elevation at monitoring sites was predicted from monitoring site/indicator wells regression models unless the test well was present 1985-87.

Station ID, Monitoring site	DTW April 2021	Change from April 2020	Deviation from Baseline in 2021
<i>Laws</i>			
107T	27.37	-3.87	-3.10
434T	6.98	-0.91	0.62
436T	8.09	-2.11	0.01
438T	13.63	-6.43	-4.03
490T	13.75	-4.88	-0.68
492T	29.02	-4.95	3.78
795T, LW1	15.56	-7.41	-2.27
V001G, LW2	18.48	-4.54	1.14
574T, LW3†	14.45	-3.72	-1.37
<i>Big Pine</i>			
425T	13.57	0.33	1.33
426T	11.90	-0.36	-0.33
469T	22.09	-0.90	-0.42
572T	7.78	0.45	4.12
798T, BP1	14.64	-2.94	1.41
799T, BP2	19.31	-0.87	-0.80
567T, BP3	13.06	-0.74	0.90
800T, BP4	12.49	0.49	1.10
<i>Taboose Aberdeen</i>			
417T	28.61	-5.15	-1.64
418T	8.69	-1.23	-0.46
419T, TA1	7.01	-2.90	-0.38
421T	36.84	-3.58	-2.49
502T	11.34	-2.29	-3.85
504T	11.02	-2.79	-0.25
505T	20.41	-5.21	-1.81
586T, TA4	8.39	-1.99	-0.07
801T, TA5	16.11	-1.45	-2.59
803T, TA6	9.86	-4.87	-1.16

Station ID, Monitoring site	DTW April 2021	Change from April 2020	Deviation from Baseline in 2021
<i>Thibaut Sawmill</i>			
415T	12.35	-3.00	6.15
507T	4.62	-0.75	0.05
806T, TS2	10.39	-0.87	2.79
<i>Independence Oak</i>			
406T	4.03	-0.47	-2.46
407T	12.05	-0.36	-4.75
408T	5.60	-1.60	-2.47
409T	7.38	-0.83	-5.78
546T	6.27	-1.52	-2.84
809T, IO1	10.99	-1.64	-4.42
<i>Symmes Shepherd</i>			
402T	10.80	-0.69	-2.77
403T	7.11	-0.05	-1.78
404T	6.39	-0.51	-2.82
447T	35.42	-0.08	-13.55
510T	7.62	-0.54	-2.62
511T	7.89	-0.34	-3.26
V009G, SS1	17.49	0.46	-10.66
<i>Bairs George</i>			
398T	5.98	-2.02	0.37
400T	6.38	-0.81	-0.08
812T, BG2	16.16	-3.44	-2.70

Table 2. Pumping totals by wellfield evaluated using the regression models. Regression modeling is not completed for Bishop because pumping in that wellfield must comply with the Hillside decree and for Lone Pine because the proposed pumping is for mitigation and town supply only.

Wellfield	LADWP Min (64,600 AF)	LADWP Max (78,980 AF)	In-Valley Min (54,445 AF)	ICWD Reduced (59,377 AF)
	Ac-ft/year	Ac-ft/year	Ac-ft/year	Ac-ft/year
Laws	8,900	9,400	6,000	6,000
Bishop	12,000	12,000	12,000	12,000
Big Pine	20,500	23,000	19,225	19,225
Taboose-Aberdeen	5,300	8,880	300	4,000
Thibaut-Sawmill	8,000	11,000	8,000	8,432
Independence-Oak	7,000	8,800	6,420	6,420
Symmes-Shepherd	1,200	2,900	1,200	1,800
Bairs-George	800	2,100	400	600
Lone Pine	900	900	900	900

DRAFT

Table 3. Predicted water level changes at indicator wells and monitoring sites for LADWP's proposed annual operations plan for 2020. Negative DTW values denote a decline.

Station ID, Monitoring site	LADWP Low 64,600 ac-ft 2022 vs 2021	LADWP Low 64,600 ac-ft 2022 vs Baseline	In Valley MIN 54,445 ac-ft 2022 vs 2021	In Valley MIN 54,445 ac-ft 2022 vs Baseline
	(DTW change ft)	(DTW change ft)	(DTW change ft)	(DTW change ft)
Laws				
107T	-3.55	-6.65	-2.59	-5.69
434T	-1.12	-0.50	-0.70	-0.08
436T	-2.33	-2.32	-1.91	-1.90
438T	-1.15	-5.18	-0.80	-4.83
490T	-1.40	-2.08	-1.21	-1.90
492T	-4.87	-1.09	-3.32	0.46
795T	-7.21	-9.48	-5.83	-8.10
V001g	-4.35	-3.21	-3.55	-2.41
574T	-1.64	-3.00	-1.20	-2.57
Big Pine				
425T	-1.74	-0.41	-1.52	-0.19
426T	-1.03	-1.36	-0.90	-1.24
469T	-0.85	-1.27	-0.73	-1.15
572T	-3.70	0.42	-3.46	0.66
798T, BP1	-1.03	0.37	-0.82	0.58
799T, BP2	-0.42	-1.22	-0.30	-1.10
567T, BP3	-2.12	-1.22	-1.93	-1.02
800T, BP4	-1.18	-0.08	-0.92	0.19
Taboose Aberdeen				
417T	-0.50	-2.15	0.80	-0.84
418T	-0.14	-0.60	0.43	-0.03
419T, TA1	-0.47	-0.85	0.88	0.50
421T	-0.51	-3.00	0.85	-1.63
502T	-0.07	-3.92	0.55	-3.29
504T	-0.52	-0.77	1.16	0.90
505T	-0.42	-2.23	0.92	-0.89
586T, TA4	-0.13	-0.20	0.98	0.92
801T, TA5	-0.66	-1.93	0.96	-1.62
803T, TA6	-0.87	-2.03	0.37	-0.79
Thibaut Sawmill				
415T	0.41	6.56	0.41	6.56
507T	0.55	0.59	0.55	0.59
806T, TS2	-0.18	2.61	-0.18	2.61
Independence- Oak				
406T	-0.43	-2.89	-0.39	-2.85
407T	0.14	-4.61	0.34	-4.41
408T	0.19	-2.27	0.33	-2.14
409T	-1.24	-7.02	-0.84	-6.62
546T	-1.63	-4.47	-1.55	-4.38
809T, IO1	-1.32	-5.74	-1.11	-5.54
Symmes Shepherd				
402T	0.03	-2.74	0.03	-2.74
403T	0.28	-1.50	0.28	-1.50
404T	0.53	-2.29	0.53	-2.29
447T	-0.44	-14.00	-0.44	-14.00
510T	0.54	-2.08	0.54	-2.08
511T	0.45	-2.81	0.45	-2.81
V009G, SS1	-0.05	-10.71	-0.05	-10.71
Bairs George				
398T	0.28	0.65	0.83	1.20
400T	0.05	-0.03	0.15	0.07
812T	-0.96	-3.65	-0.48	-3.18

Table 3. [continued]

Station ID, Monitoring site	LADWP High 78,980 ac-ft 2022 vs 2021	LADWP High 78,980 ac-ft 2022 vs Baseline	ICWD Recommended 59,377 ac-ft 2022 vs 2021	ICWD Recommended 59,377 ac-ft 2022 vs Baseline
	(DTW change ft)	(DTW change ft)	(DTW change ft)	(DTW change ft)
<i>Laws</i>				
107T	-3.72	-6.82	-2.59	-5.69
434T	-1.19	-0.57	-0.70	-0.08
436T	-2.40	-2.39	-1.91	-1.90
438T	-1.21	-5.24	-0.80	-4.83
490T	-1.43	-2.11	-1.21	-1.90
492T	-5.14	-1.36	-3.32	0.46
795T	-7.44	-9.72	-5.83	-8.10
V001g	-4.49	-3.35	-3.55	-2.41
574T	-1.71	-3.08	-1.20	-2.57
<i>Big Pine</i>				
425T	-2.16	-0.83	-1.52	-0.19
426T	-1.27	-1.60	-0.90	-1.24
469T	-1.08	-1.50	-0.73	-1.15
572T	-4.16	-0.04	-3.46	0.66
798T, BP1	-1.44	-0.03	-0.82	0.58
799T, BP2	-0.64	-1.44	-0.30	-1.10
567T, BP3	-2.51	-1.60	-1.93	-1.02
800T, BP4	-1.69	-0.59	-0.92	0.19
<i>Taboose Aberdeen</i>				
417T	-1.44	-3.09	-0.16	-1.81
418T	-0.54	-1.00	0.01	-0.45
419T, TA1	-1.44	-1.81	-0.12	-0.50
421T	-1.49	-3.98	-0.16	-2.64
502T	-0.52	-4.37	0.09	-3.76
504T	-1.71	-1.97	-0.08	-0.33
505T	-1.38	-3.19	-0.07	-1.88
586T, TA4	-0.93	-1.00	0.16	0.09
801T, TA5	0.43	-2.15	0.74	-1.85
803T, TA6	-1.76	-2.92	-0.55	-1.71
<i>Thibaut Sawmill</i>				
415T	-1.91	4.24	0.07	6.22
507T	0.05	0.10	0.48	0.52
806T, TS2	-0.77	2.02	-0.27	2.53
<i>Independence- Oak</i>				
406T	-0.56	-3.02	-0.39	-2.85
407T	-0.47	-5.22	0.34	-4.41
408T	-0.21	-2.68	0.33	-2.14
409T	-2.50	-8.28	-0.84	-6.62
546T	-1.90	-4.74	-1.55	-4.38
809T, IO1	-1.94	-6.36	-1.11	-5.54
<i>Symmes Shep.</i>				
402T	-0.16	-2.94	-0.04	-2.81
403T	-0.25	-2.03	0.09	-1.69
404T	0.34	-2.49	0.46	-2.36
447T	-1.68	-15.23	-0.88	-14.43
510T	0.35	-2.27	0.47	-2.15
511T	0.25	-3.01	0.38	-2.88
V009G, SS1	-0.15	-11.81	-0.44	-11.10
<i>Bairs George</i>				
398T	-1.48	-1.11	0.55	0.92
400T	-0.28	-0.36	0.10	0.02
812T	-2.49	-5.16	-0.72	-3.42



County of Inyo



County Administrator - Risk Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 27, 2021

FROM: Aaron Holmberg

SUBJECT: Proposed update to Chapter 1.28 of the Inyo County Code

RECOMMENDED ACTION:

Request Board introduce, read title, and waive further reading of the proposed ordinance amending Chapter 1.28 of the Inyo County Code pertaining to claims, and schedule enactment for Tuesday, May 4, 2021, in the Board of Supervisors Chambers, County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

Chapter 1.28 of the Inyo County Code addresses the delegation of authority to investigate and settle claims against the County within certain specified limits and parameters. Adding and amending certain sections of Chapter 1.28 could improve administrative efficiency by clarifying and delegating similar authority for claims that the County may have against other parties. This would, for example, help Risk Management to handle small property claims locally, in-house, and quickly instead of bringing small dollar issues regarding particular residents (for example) to your Board as scheduling allows, and instead of deferring to the County's property insurance program to address such losses at an additional cost per claim and longer term by premium allocation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Chapter 1.28 of the Inyo County Code was enacted in 1998.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to introduce this ordinance. This would allow an identified administrative inefficiency to continue.

OTHER AGENCY INVOLVEMENT:

Risk Management worked with Counsel Counsel to develop this ordinance update.

FINANCING:

This ordinance update is expected to help control the rising cost of insurance in this very difficult insurance market. There is other expected negative financial impact.

ATTACHMENTS:

1. Proposed Ordinance Re: Claims

APPROVALS:

Aaron Holmberg

Darcy Ellis

Aaron Holmberg

Sue Dishion

Marshall Rudolph

Amy Shepherd

Clint Quilter

Created/Initiated - 3/30/2021

Approved - 3/30/2021

Approved - 3/30/2021

Approved - 3/31/2021

Approved - 4/7/2021

Approved - 4/7/2021

Final Approval - 4/21/2021

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ADDING AND AMENDING CERTAIN SECTIONS
OF CHAPTER 1.28 OF THE INYO COUNTY CODE
PERTAINING TO CLAIMS**

WHEREAS, Chapter 1.28 of the Inyo County Code currently addresses claims against the County and, among other things, delegates authority to certain individuals (viz., the county risk manager, county counsel, and county administrator) to investigate and settle such claims within specified limits and parameters; and

WHEREAS, to enhance administrative efficiency, the Board wishes to add and amend certain sections of Chapter 1.28 in order to include claims that the County itself may have against other parties and to delegate similar authority to investigate and settle such claims.

NOW, THEREFORE, the Board of Supervisors of Inyo County ORDAINS as follows:

SECTION ONE.

The title of Chapter 1.28 is hereby amended to read: "Claims."

SECTION TWO.

Section 1.28.010 of the Inyo County Code is hereby amended to read as follows:

"1.28.010 Application.

A. Except where otherwise specifically provided, the provisions of this chapter apply to all claims against the county:

1. For money or damages which are governed by Chapter 1 (Section 900 et seq.) and Chapter 2 (Section 910 et seq.) of Part 3, Division 3.6 of Title 1 of the California Government Code (hereinafter referred to as the State Tort Claims Act);
2. For money or damages which are governed by the Inyo County Administrative Claims Act (see Section 1.28.020 below); and
3. For benefits authorized by Division 4 (Section 3201 et seq.) of the California Labor Code (hereinafter referred to as the State Workers' Compensation Act.)

B. To the extent provided by Section 1.28.045 below, certain provisions of this chapter also apply to claims the county may have against other parties."

///
///
///
///

SECTION THREE.

Section 1.28.045 is hereby added to the Inyo County Code, to read as follows:

“1.28.045 Delegation of authority to investigate and settle claims against other parties.

The provisions of Sections 1.28.030 and 1.28.040 above, which respectively delegate authority to investigate and settle claims against the County, shall also apply and extend to any claims that the County itself may have against other parties. In other words, similar authority is hereby delegated to the individuals named in Sections 1.28.030 and 1.28.040 to investigate and settle claims that the County may have against other parties, subject to the same limitations and parameters specified by those sections.”

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of April, 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 27, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of April 20, 2021.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Darcy Ellis

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Created -

Sue Dishion



County of Inyo



Water Department

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 27, 2021

FROM: Aaron Steinwand

SUBJECT: Workshop with the Inyo County Water Commission on conditions in Owens Valley and LADWP draft 2021-2022 Pumping Plan -- **11 A.M.**

RECOMMENDED ACTION:

Request Board hold workshop with the Inyo County Water Commission on conditions in the Owens Valley and the LADWP draft 2021-2022 Pumping Plan.

SUMMARY/JUSTIFICATION:

The Inyo County Water Commission was created to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance No. 1004 (Resolution 99-43). The roles and responsibilities of the Commission are summarized in the memo included in the packet. One responsibility included in Resolution 99-43 is that at least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop. At the January 21 and March 31 meetings, the Water Commission requested a workshop with the Board of Supervisors to discuss water issues and in particular, the conditions in the Owens Valley and the draft 2021-2022 proposed Annual Operations Plan from the City of Los Angeles Department and Water and Power.

The workshop will include a Water Department staff presentation describing vegetation and water table conditions and LADWP's proposed operations plan. The Operations Plan and Water Department analysis of the plan were not available at the time this agenda request was prepared, but will be provided to the Board when available. The Water Commission will hold a meeting the evening before the workshop on April 26th and may approve recommendations to the Board to be discussed during the workshop.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

ATTACHMENTS:

1. Roles and Responsibilities of the Water Commission

APPROVALS:

Aaron Steinwand	Created/Initiated - 4/19/2021
Darcy Ellis	Approved - 4/20/2021
Aaron Steinwand	Approved - 4/21/2021
Marshall Rudolph	Approved - 4/21/2021
Amy Shepherd	Final Approval - 4/21/2021



INYO COUNTY WATER DEPARTMENT

January 19, 2021

MEMORANDUM

To: Members of the Inyo County Water Commission

From: Aaron Steinwand, Water Director

Subject: Roles and Responsibilities of the Water Commission, January 21, 2021 meeting

At its November 16, 2020 meeting, the Water Commission requested an item to discuss the roles and responsibilities of the Water Commission be placed on the agenda for the January 21 meeting. This memo briefly reviewing the history and the duties of the Commission prepared to assist the discussion.

In 1980, the Inyo County Board of Supervisors drafted and the voters of Inyo County passed an ordinance to regulate groundwater pumping through a groundwater management plan utilizing a permit procedure. The 1980 ordinance formed the Water Commission and identified numerous duties for review and approval of pumping permits. The City of Los Angeles commenced litigation challenging the ordinance, and in 1983 the Inyo County Superior Court found the ordinance unconstitutional. Subsequently, Inyo County and Los Angeles began negotiations and studies that would ultimately result in the 1991 Inyo/Los Angeles Long-Term Water Agreement (LTWA) to settle the CEQA litigation over the water supply for the second LA aqueduct. As a consequence of the legal challenges and approval of the LTWA, duties originally assigned to the Water Commission by the 1980 ordinance were extinguished. This has left the Water Commission primarily fulfilling an advisory role to the Board or Planning Commission, or as a forum for the public to express their views on water issues. With respect to the 1980 ordinance and the disposition of Los Angeles' litigation, the Water Agreement provides that (Section XXVIII):

...the County, its agents, servants, officers and employees, and all other persons acting in concert with the County, are enjoined from applying, implementing, or enforcing in any manner whatsoever, the County of Inyo Owens Valley Groundwater Management Ordinance ... provided however, that the Inyo County Water Department and Inyo County Water Commission may remain in existence to carry out the provisions of [the Water Agreement].

Within the Water Agreement, two Commissioners serve on the Inyo/Los Angeles Standing Committee (Section II) which is the decision-making body overseeing many of the LTWA activities and projects. Each agency has one vote, usually cast by the member serving as Chairman of the Board of Supervisors unless delegated to another. Even though the role of the Water Commission is largely advisory, that

responsibility should not be underestimated. During the development of the LTWA, the Water Commission served an important role as a forum for the public to voice concerns and comments on water-related issues which continues to the present.

In 1999, the Board of Supervisors adopted Resolution 99-43, which set forth the purpose and duties of the Water Commission (the portion of 99-43 pertaining to the Water Commission is attached). In addition to the role of advisors to the Board, Resolution 99-43 provides that the Water Commission evaluate the hydrogeological and related environmental impacts of any proposed transfer or transport of water regulated by Ordinance 1004 (the groundwater ordinance), and based upon the evaluation, develop recommended mitigation measures, project conditions, and groundwater monitoring, management, and/or reporting program. The Water Commission proposes findings and submit these recommendations to the County Planning Commission. Resolution 99-43 and Inyo County Code Section 15.12.040 also provide that the Water Commission serve as environmental review board and lead environmental agency for the purpose of the California Environmental Quality Act on all projects permitted, carried out, approved, funded or processed by the Water Department. Such projects include, but are not limited to, the Lower Owens River Project, enhancement/mitigation projects undertaken pursuant to the Long Term Agreement, mitigation projects adopted in the FEIR, groundwater pumping by the City of Los Angeles under the LTWA, and salt cedar control or other invasive plant control undertaken pursuant to the LTWA. As the LTWA mitigation projects progressed from planning and permitting to implementation and monitoring, the need for the Water Commission's role as environmental review board and lead agency diminished. The role of the Commission could still apply, however, when additional CEQA compliance necessary to revise the LTWA projects or if the Water Department undertakes other new projects .

Resolution 99-43 provides that the Water Department serves as staff to the Water Commission to coordinate Water Commission meetings, record minutes at meetings, develop meeting agendas, and perform other administrative support functions for the Water Commission; however, this provision does not grant the Water Commission the authority to direct Water Department work or personnel.

In 2020, Inyo County Board of Supervisors conducted a first reading of a proposed ordinance to replace 1004. The Board placed final decision on the revised ordinance on hold temporarily, but may consider the ordinance again in the future. In the proposed ordinance, the role of the Water Commission was greatly expanded. Rather than submitting recommendations to the Planning Commission consideration, the Water Commission would administer the ordinance which includes receiving, hearing, and deciding every application for a water transfer or transport permit. Additional roles could include setting monitoring and reporting requirements as part of the permit conditions and hearing appeals of any Water Department decisions regarding permits. The Water Commission would serve as the environmental review board and lead environmental agency for CEQA review of projects receiving permits.

Resolution 99-43, Part II, Section III. Inyo County Water Commission

A. Purpose

The purpose of the Inyo County Water Commission is to assist in the implementation of the County Policy on Extraction and Use of Water, Agreement, FEIR, MOU and Ordinance No. 1004 as set forth below.

1. Remain informed and educated about issues relating to water resources.
2. Conduct meetings to inform and educate the public about, and to solicit public opinion on, all issues, decisions, projects, programs and activities arising out of, or associated with, the Agreement, the FEIR, the MOU, and the transfer and transport of water regulated by Ordinance No. 1004.
3. Continuously review implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance No. 1004 and submit periodic written recommendations or advice to this Board, together with reports on the views of the public, concerning issues, decisions, projects, programs and activities arising out of, or associated with, the implementation of the Agreement, the FEIR, the MOU, and any transfer or transport of water regulated by Ordinance No. 1004. At least every six months, the commission shall submit written recommendations, advice and reports to the Board, and/or present such recommendations, advice and reports to the Board at a workshop.
4. Evaluate, the hydrogeological and related environmental impacts of any proposed transfer or transport of water regulated by Ordinance 1004, and based upon the evaluation, identify and develop recommended mitigation measures, project conditions, a monitoring, groundwater management and/or reporting program, and proposed findings, and submit these recommendations to the County Planning Commission.
5. Serve, as required by Section 15.12.040 of the Inyo County Code, as the environmental review board and lead environmental agency for the purpose of the California Environmental Quality Act on all projects permitted, carried out, approved, funded or processed by the Water Department. Such projects include, but are not limited to, the Lower Owens River Project, enhancement/mitigation projects undertaken pursuant to the Long Term Agreement, mitigation projects adopted in the FEIR, groundwater pumping by the City of Los Angeles under the Long Term Agreement, and salt cedar control, other invasive plant control, and weed control undertaken pursuant to the Long Term Agreement. The environmental responsibilities of the Commission do not include serving as the environmental review board or lead agency in regard to the issuance of a conditional use permit pursuant to Ordinance 1004, the release of any land pursuant to the Long Term Agreement, the rehabilitation and development of parks pursuant to the Long Term Agreement, or the transfer of town water systems under the Long Term Agreement.
6. Conduct meetings, as may be requested by this Board, inform and educate the public about, and to solicit public opinion on, water resource issues and decisions which arise outside of the Agreement, the FEIR, and the MOU;

7. Submit, as may be requested by this Board, recommendations or advice, together with reports on the views of the public, concerning water resource issues and decisions which arise outside of the Agreement, the FEIR, the MOU and Ordinance 1004;
8. Designate two members of the commission to serve on the Standing Committee.
9. The responsibilities of the Water Commission do not extend to the implementation of the provisions of the Agreement for the Transfer of the Town Water Systems (Section XI) the Release of City Owned Lands (Section XV), nor to the implementation of provisions of the Agreement for Park Rehabilitation, Development, and Maintenance (Section XIV. B). These responsibilities are delegated to other commissions and departments of the County as set forth below. For informational purposes, the Water Commission is to receive copies of any status reports concerning these activities that may be presented to the Board of Supervisors.



County of Inyo



Board of Supervisors

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 27, 2021

FROM: Chairperson Jeff Griffiths

SUBJECT: IFNF Grant Program Presentation -- 1 P.M.

RECOMMENDED ACTION:

Request Board receive a presentation on the Innovative Finance for National Forests (IFNF) grant program and opportunities related to Inyo National Forest campgrounds.

SUMMARY/JUSTIFICATION:

Representatives for Quantified Ventures, an outcomes-based capital firm, are requesting the opportunity to present to the Board information on the Innovative Finance for National Forests (IFNF) grant programs and opportunities related to Inyo National Forest campgrounds. The discussion will also touch on ways the Eastern Sierra can efficiently leverage public and private capital now and in the future. This same presentation was recently made to the Eastern Sierra Sustainable Recreation Partnership and the Eastern Sierra Council of Governments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Quantified Ventures describes itself as an outcomes-based capital firm that drives transformative health, social, and environmental impact. Leveraging deep content expertise and extensive capital relationships, the firm plans, finances, and develops transformative projects and programs that create health, social, and environmental impacts for a growing array of public and private organizations.

The Innovative Finance for National Forests (IFNF) grant program supports the development and implementation of innovative finance models that leverage private capital to support the resilience of the National Forest System and surrounding lands. IFNF supports local communities and stakeholders looking for new ways to support healthy forests, project developers working to connect investment capital to forested landscapes, and Forest Service managers and collaborators exploring new ways to support unfunded projects.

The IFNF program supports the development, refining, and scaling of tools, templates, and approaches that direct private investment capital to improve the health of the National Forest System through projects that deliver environmental, social, and financial outcomes. Project activities may take place on the National Forest System, on adjacent state, private or tribal lands, or across boundaries provided outcomes of project activities contribute to the health of Forest Service ownership.

The IFNF grant program is funded by and administered by the USDA Forest Service (USFS) National

Partnership Office (NPO), National Forest Foundation (NFF), and U.S. Endowment for Forestry and Communities (Endowment).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. IFNF Presentation

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 4/22/2021
Final Approval - 4/22/2021



Inyo National Forest Campgrounds Project

Innovative Finance for National Forest Program

ESCOG Update | April 9, 2021

How can the Eastern Sierra efficiently leverage public and private capital now and in the future?



BRIEFING ROOM

FACT SHEET: The American Jobs Plan

MARCH 31, 2021 • STATEMENTS AND RELEASES



BRIEFING ROOM

President Biden Announces American Rescue Plan

JANUARY 20, 2021 • LEGISLATION

AGREEMENT FOR SHARED STEWARDSHIP OF CALIFORNIA'S FOREST AND RANGELANDS Between the STATE OF CALIFORNIA And the USDA, FOREST SERVICE PACIFIC SOUTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of California, hereinafter referred to as "the State," and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, hereinafter referred to as "the U.S. Forest Service" and together referred to as "The Parties."

TITLE: Agreement for Shared Stewardship of California's Forests and Rangelands

PURPOSE:

This MOU establishes a joint framework to enhance science-based forest and rangeland stewardship in California. The U.S. Forest Service and the State of California commit to maintain and restore healthy forests and rangelands that reduce public safety risks, protect natural and built infrastructure, and enhance ecological habitat and biological diversity. The Parties agree to develop shared tools, coordinated processes, and innovative approaches to increase the pace, scale, and effectiveness of forest and rangeland stewardship in California.

The U.S. Forest Service and the State of California, through the California Natural Resources Agency, make this commitment in accordance with the following provisions.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Restoring healthy forests and rangelands in California will yield both ecological and community



Specific Opportunity: IFNF and Inyo NF Campgrounds

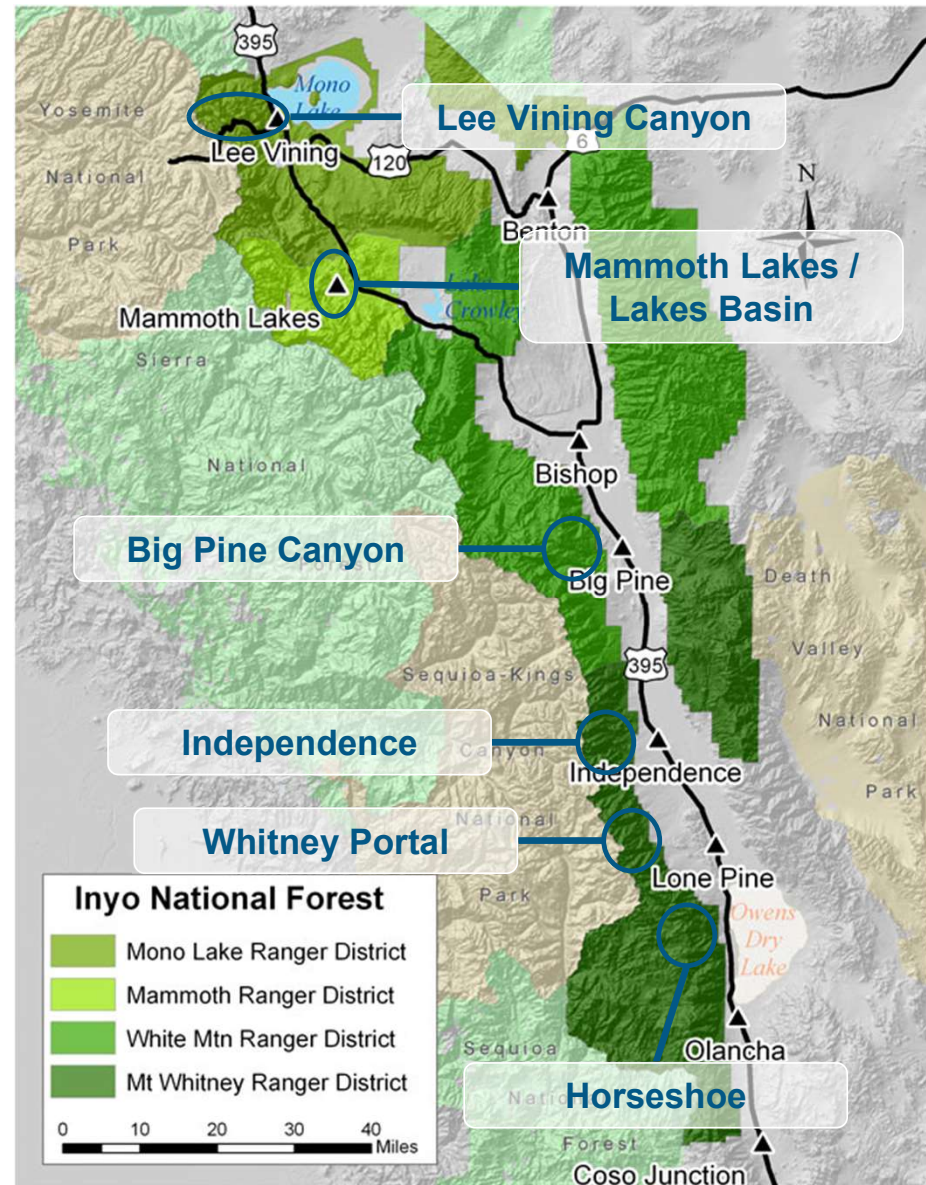


“The Innovative Finance for National Forests (IFNF) grant program supports the development and implementation of innovative finance models that leverage private capital to support the resilience of the National Forest System and surrounding lands.”



Campground Improvements on Inyo National Forest

- We identified **geographic areas** with high potential and a high-level concept of a project for each area.
- In a later design phase, landscape architects would further scope these concepts. **The Inyo NF has already requested GAOA funding to do this design work.**
- While design will determine the true cost, for financing purposes we anticipate that this work will cost **between \$7M and \$26M**, based on similar projects in different Western regions



Status Quo: Disconnect on recreation limits opportunities



Disconnect on Recreation between Land Managers and Local Stakeholders

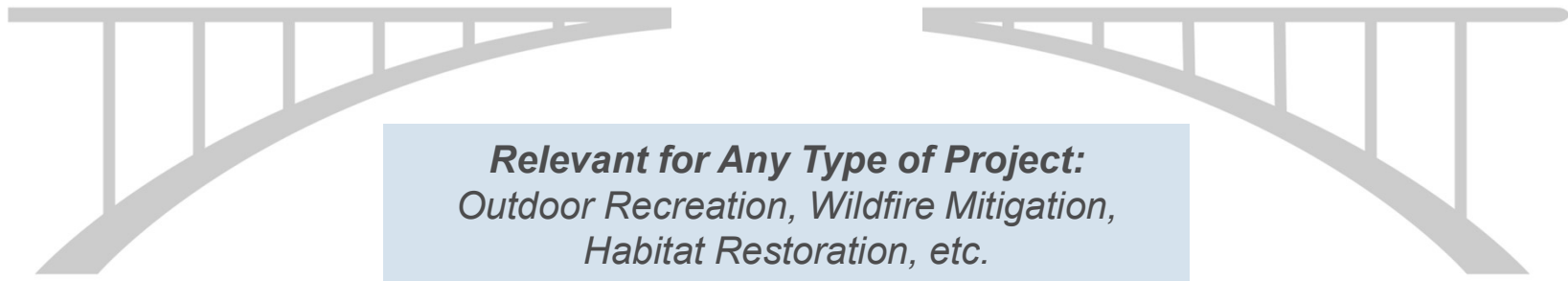
- Due to rising pressures, including funding

Land Managers

Lack maintenance & strategic investment funding, affects community

Local Stakeholders

Share trans-boundary interests and concerns



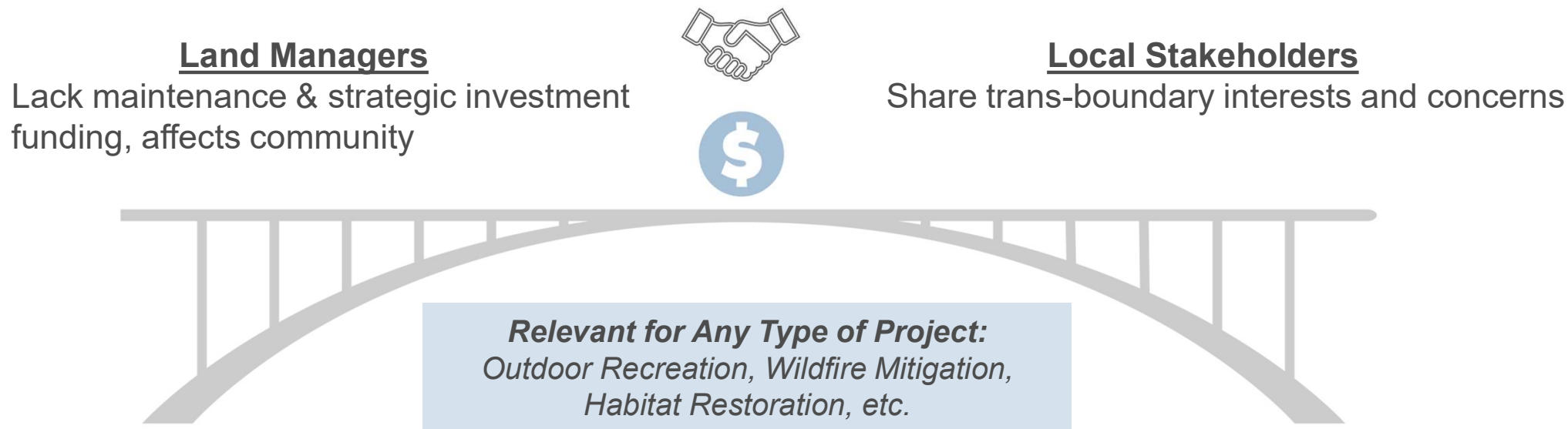
Opportunity: Joint financing can help bridge gap

Disconnect on Recreation between Land Managers and Local Stakeholders

- Due to rising pressures, including funding

Joint financing can bridge the gap – but other pieces are needed too

- Land Managers and Local Stakeholders align on projects to work together
- Extend shared stewardship into implementation & operations

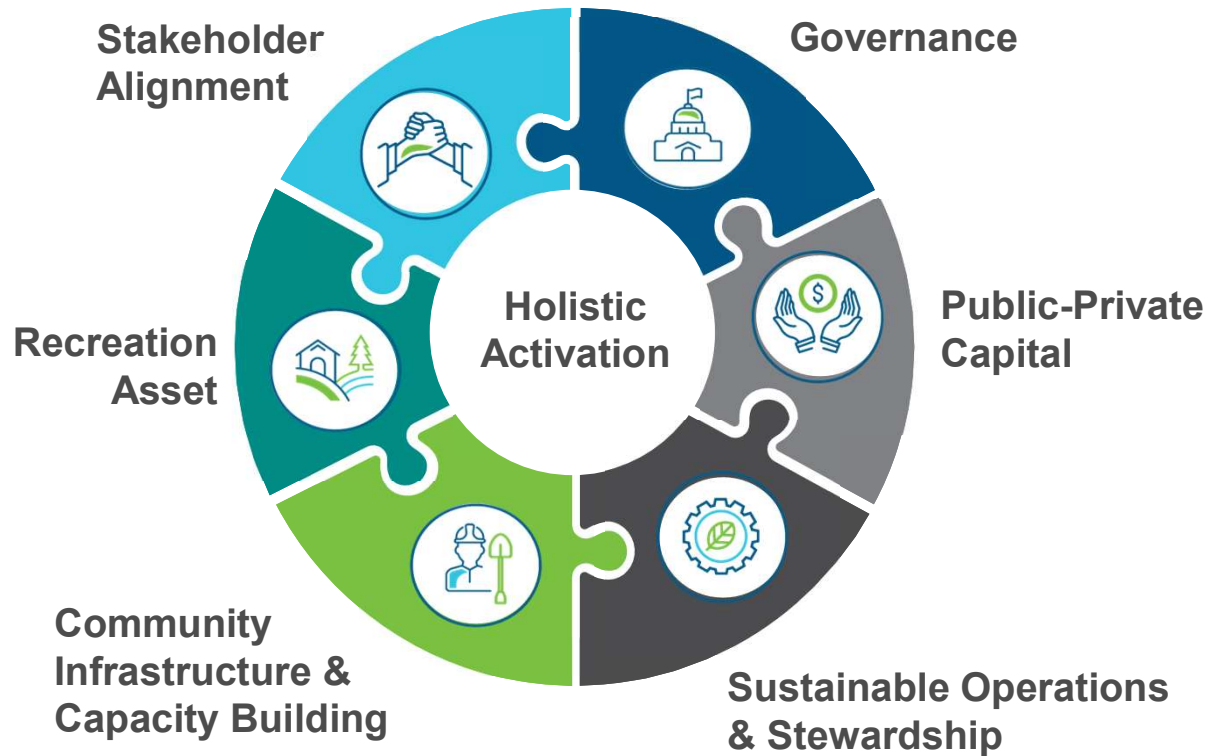


Joint financing, however, requires more than just the money.

It's about aligning on stakeholder and community needs for sustainable management.

It's about operationalizing Shared Stewardship.

Alignment of framework elements unlocks capital

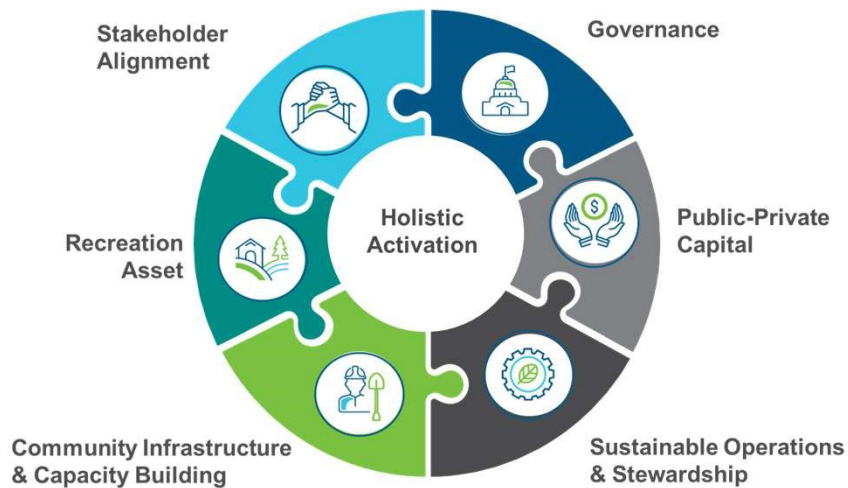


Financing does not exist in a vacuum

The IFNF program (and QV's work) is focused on financing, but each tool can contribute to the ability to finance the overall project

How do we put the framework into practice?

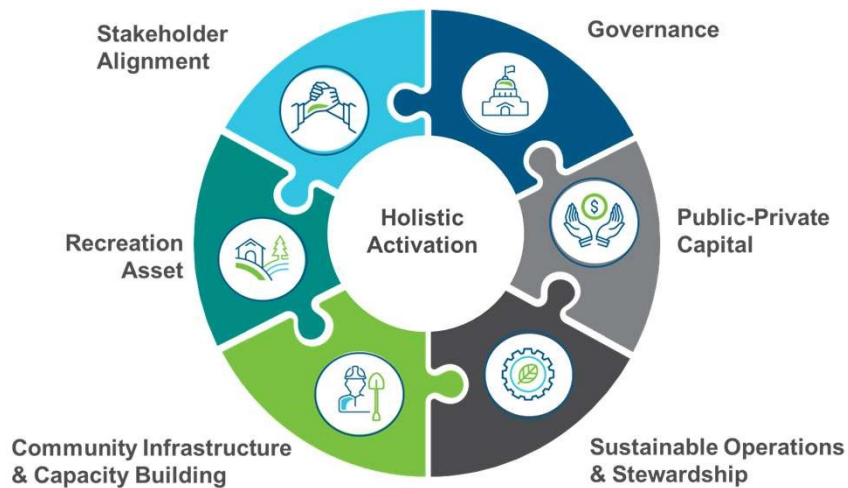
Framework to Operationalize Shared Stewardship



Pieces of the framework are the inputs for enacting principles of shared stewardship

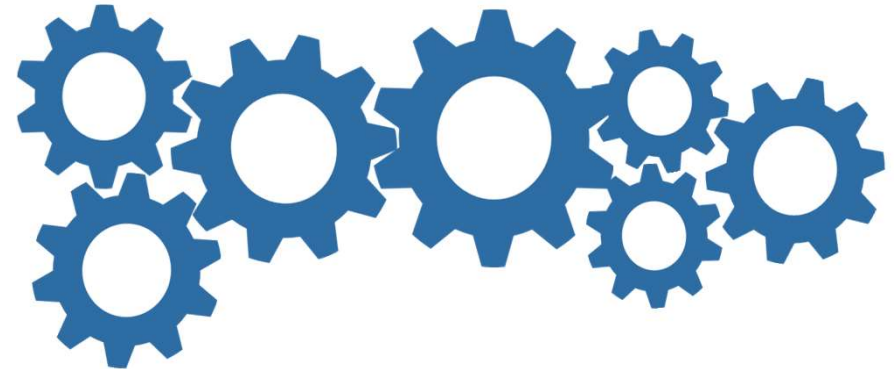
How do we put the framework into practice?

Framework to Operationalize Shared Stewardship



Pieces of the framework are the inputs for enacting principles of shared stewardship

Architecture

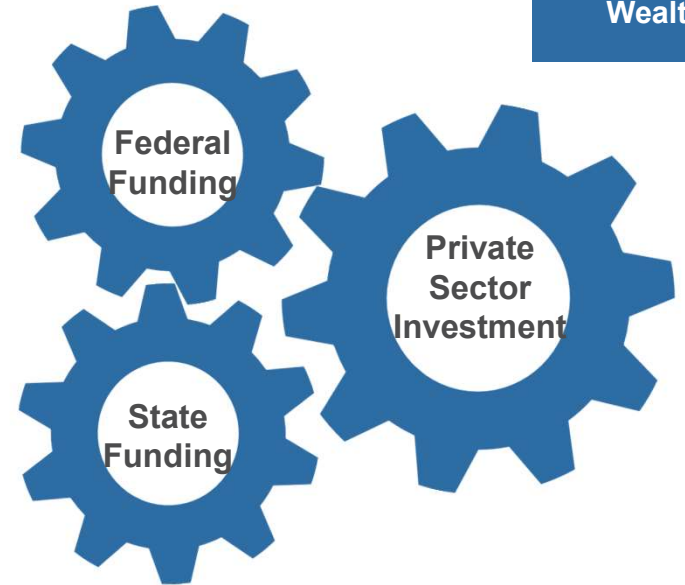


Pieces of the framework will dictate the structure, processes, and authorities necessary for each project or region

Lack of coordination prevents stakeholders from accessing public and private capital.



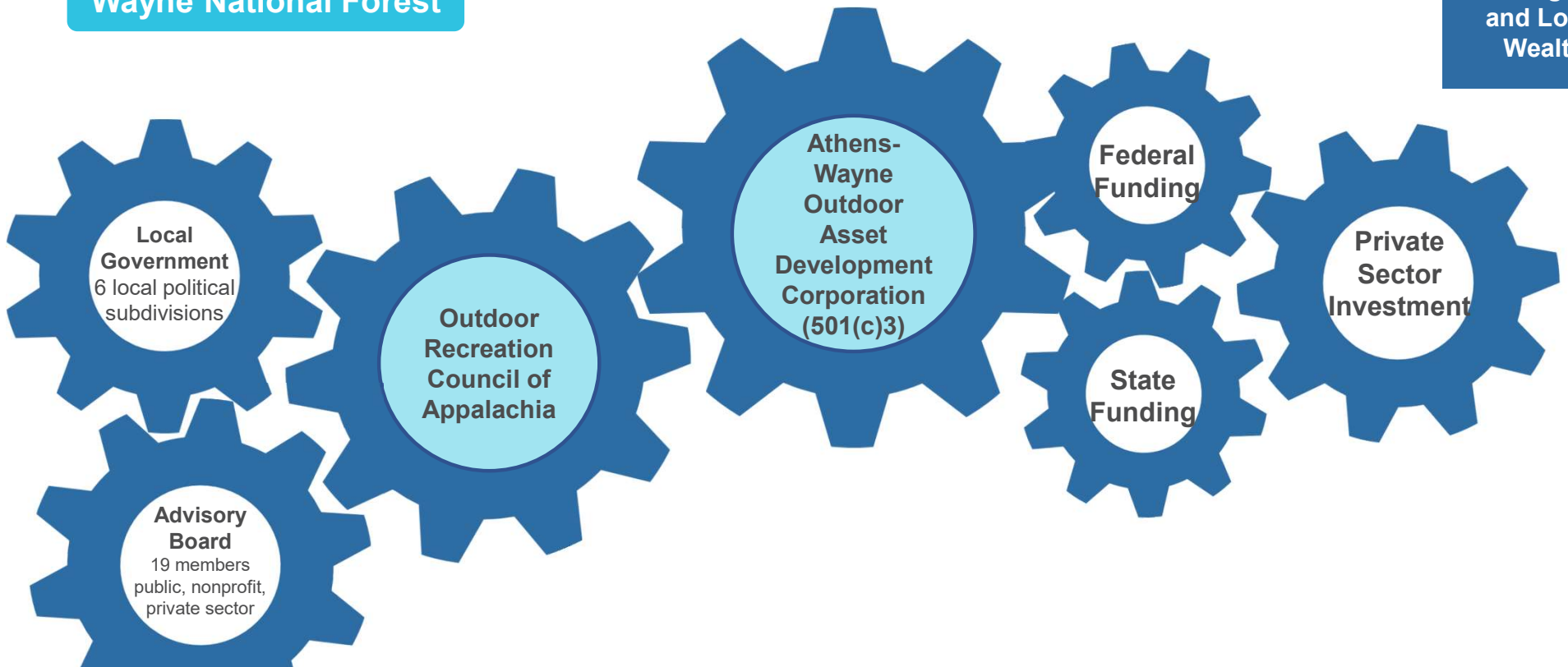
Wayne National Forest



Creating a Council of Governments and nonprofit filled this gap.



Wayne National Forest



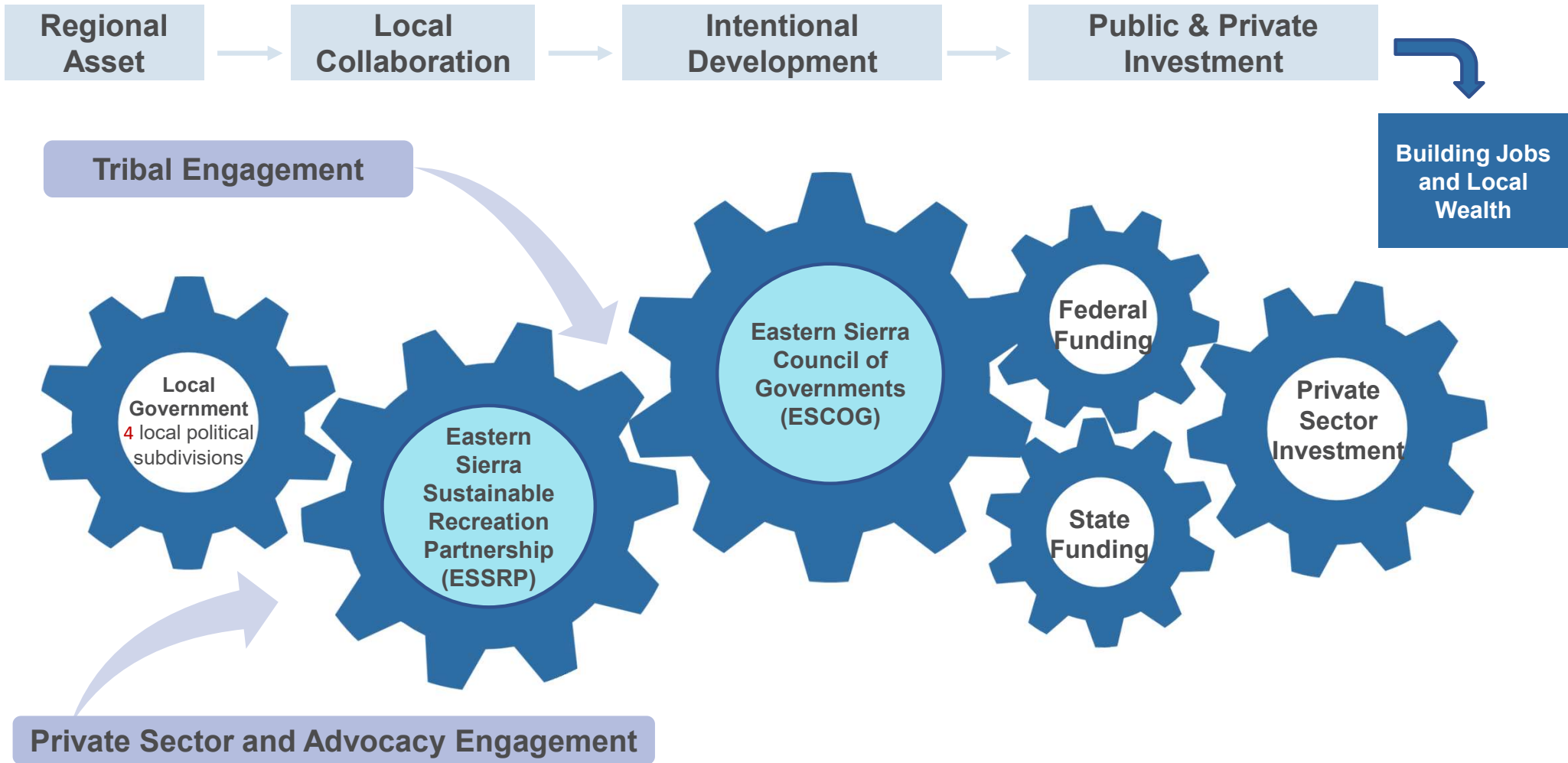
The Eastern Sierra region can use its existing infrastructure to connect to public and private capital.



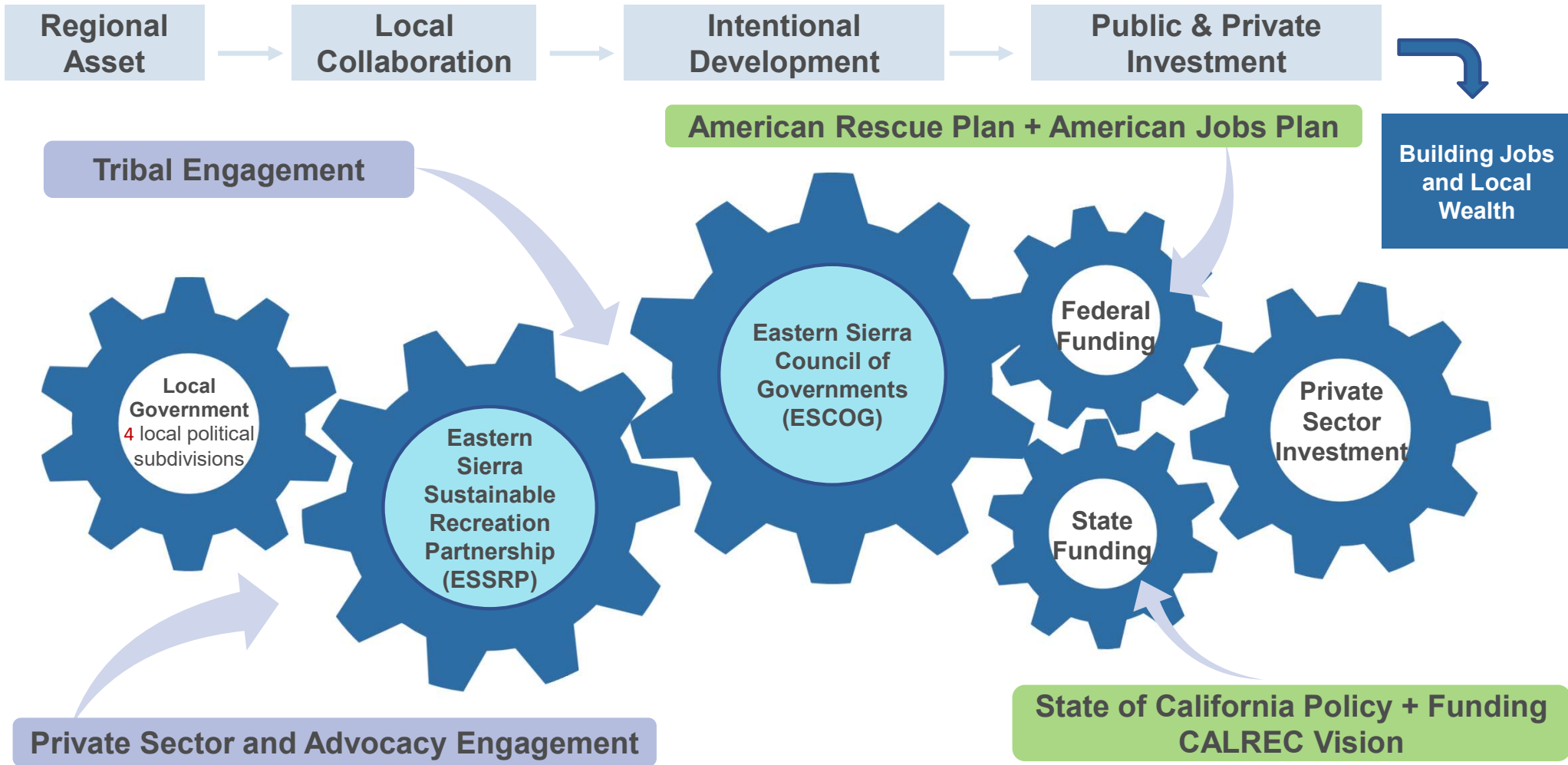
Eastern Sierra



Opportunities for tribal and other stakeholder engagement



Implementing this architecture can unlock public funding



What can the ESCOG do to support this approach?



Next Step:

We request to meet with and **solicit feedback from a representative** from each of your agencies on this overall approach and the specifics around campground improvements on Inyo National Forest campgrounds.



County of Inyo



Board of Supervisors

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 27, 2021

FROM: Jeff Griffiths

SUBJECT: Update on the Sustainable Recreation and Tourism Initiative -- **1:30 P.M.**

RECOMMENDED ACTION:

Request Board receive an update on the Sustainable Recreation & Tourism Initiative from representatives of the Eastern Sierra Sustainable Recreation Partnership.

SUMMARY/JUSTIFICATION:

Representatives of the Eastern Sierra Sustainable Recreation Project are requesting the opportunity to update the Board on the Sustainable Recreation & Tourism Initiative.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On March 7, 2019, the Sierra Nevada Conservancy (SNC)'s Governing Board authorized \$618,750 of Proposition 68 funds for the "The Eastern Sierra Sustainable Recreation Partnership: Sustainable Recreation and Tourism Initiative" to benefit the SNC's Eastern sub-region.

Ideas for projects with which to use the Initiative funding were collected from across the Eastern Sierra from June to October 2020 through an online submission form. A list has been compiled with projects from June Lake to Lone Pine. The Eastern Sierra Sustainable Recreation Partnership then sought member feedback in order to prioritize those projects. Inyo County received a workshop on the initiative on February 9. The following week, Assistant CAO Leslie Chapman conducted an Eastern Sierra Sustainable Recreation Partnership (ESSRP) Project Selection Workshop where she presented recommended projects for the Board's consideration. After discussion, the Board came to agreement that the projects should be added to the "Sustainable Recreation Project Form – Partners" and submitted to the ESSRP for additional consideration.

The Eastern Sierra Sustainable Recreation Partnership was created in July 2018 as a Non-Funded Challenge Cost Share Agreement between Mono County, and the Town of Mammoth Lakes, and the USDA, Forest Service Pacific Southwest Region, Inyo National Forest and Intermountain Region, Humboldt-Toiyabe National Forest.

Alpine County voted to join the ESSRP on August 20, 2019, the City of Bishop voted to join on September 9, 2019, and Inyo County voted to join on October 8, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Choose not to hear the update.

OTHER AGENCY INVOLVEMENT:

ESSRP

FINANCING:

N/A

ATTACHMENTS:

1. Eastern Sierra Sustainable Recreation Partnership Sustainable Recreation and Tourism Initiative

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 4/22/2021
Final Approval - 4/22/2021



Eastern Sierra Sustainable Recreation Partnership
Sustainable Recreation and Tourism Initiative

Inyo County Board of Supervisors

April 27, 2021



Public lands in the United States hold the creation stories, burial grounds, and ceremonies of Indigenous people who were killed or forcibly removed from their ancestral homes during territorial acquisition.

Many tribes, comprised of different bands, live in the Eastern Sierra region, caring for their native lands as they coexist with the ongoing impacts of colonization. Past or present tribes and bands associated with the region that this effort is aware of include, but are not limited to, the Miwok, Mono Lake Kutzadika'a, Mono/Monache, Nüümü (Paiute), Newe (Shoshone), Timbi-Sha, Utu Utu Gwaitu Paiute, and Washoe.

Two Nüümü terms describe the region and provide important context to ideas offered in this presentation. The first is Pamidu Toiyabe (Western Mountains), and the other, more widely known, place name is Payahuunadü (The Place Where Water Flows).

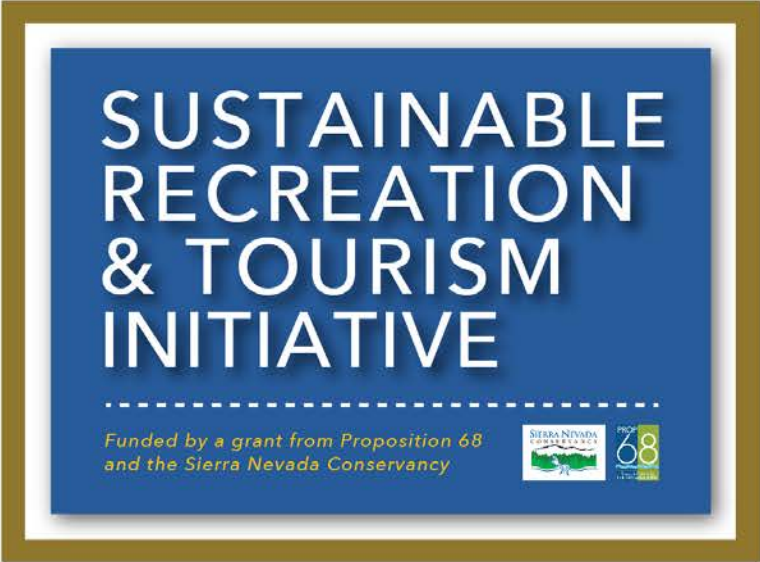
This acknowledgement is an invitation to all organizations, residents, and visitors to recognize the way this history has shaped the present as all parties work together in anticipation of a better future.



EASTERN SIERRA

Sustainable Recreation Partnership





- “Sustainable Recreation and Tourism Initiative”
 - Grant Awarded March 7, 2019 - \$618,750
 - Proposition 68 - Sierra Nevada Conservancy
 - Awarded to the Town on Behalf of Regional Partners
 - Work Initiated July 1, 2019

THE EASTERN SIERRA REGION

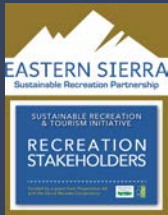
- UNITED STATES
- CALIFORNIA
- THE EASTERN SIERRA REGION



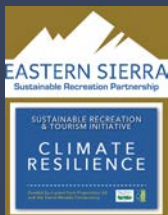
0 25 50 100 Miles

• Contractors Delivering Services

- HighBar Global Consulting
 - "Recreation Stakeholders" – *Track #1*
 - "Projects and Funding" – *Track #4*
- Placeworks + ICF
 - "Climate Adaptation and Resilience Assessment" – *Track #2*
- SMG Consulting
 - "Visitor Connection Working Group" – *Track #3*
- Mammoth Lakes Trails and Public Access Foundation (MLTPA)
 - Project Management + Progress and Final Grant Reporting
 - Staff Support for all Tracks

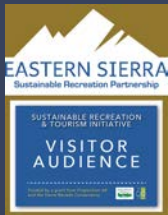


"Recreation Stakeholders" – *Track #1*



"Climate Adaptation and Resilience Assessment" – *Track #2*

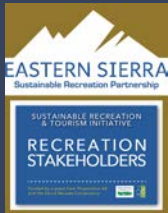
- Completion: April, 2021 / ESSRP Report Out May



"Visitor Audience" – *Track #3*

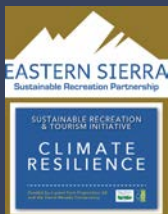


"Projects and Funding" – *Track #4*



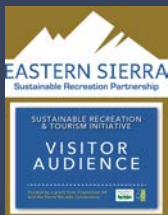
“Recreation Stakeholders” – *Track #1*

- Final Tally of Projects: 183
- **Completed February 1, 2021**



“Climate Adaptation and Resilience Assessment” – *Track #2*

- “Vulnerability Assessment” + “Natural Capital Assessment”
- **Completion: April, 2021 / ESSRP Report Out May 3**



“Visitor Audience” – *Track #3*

- “Visitor Connection Package”
- **Completed February 22, 2021**



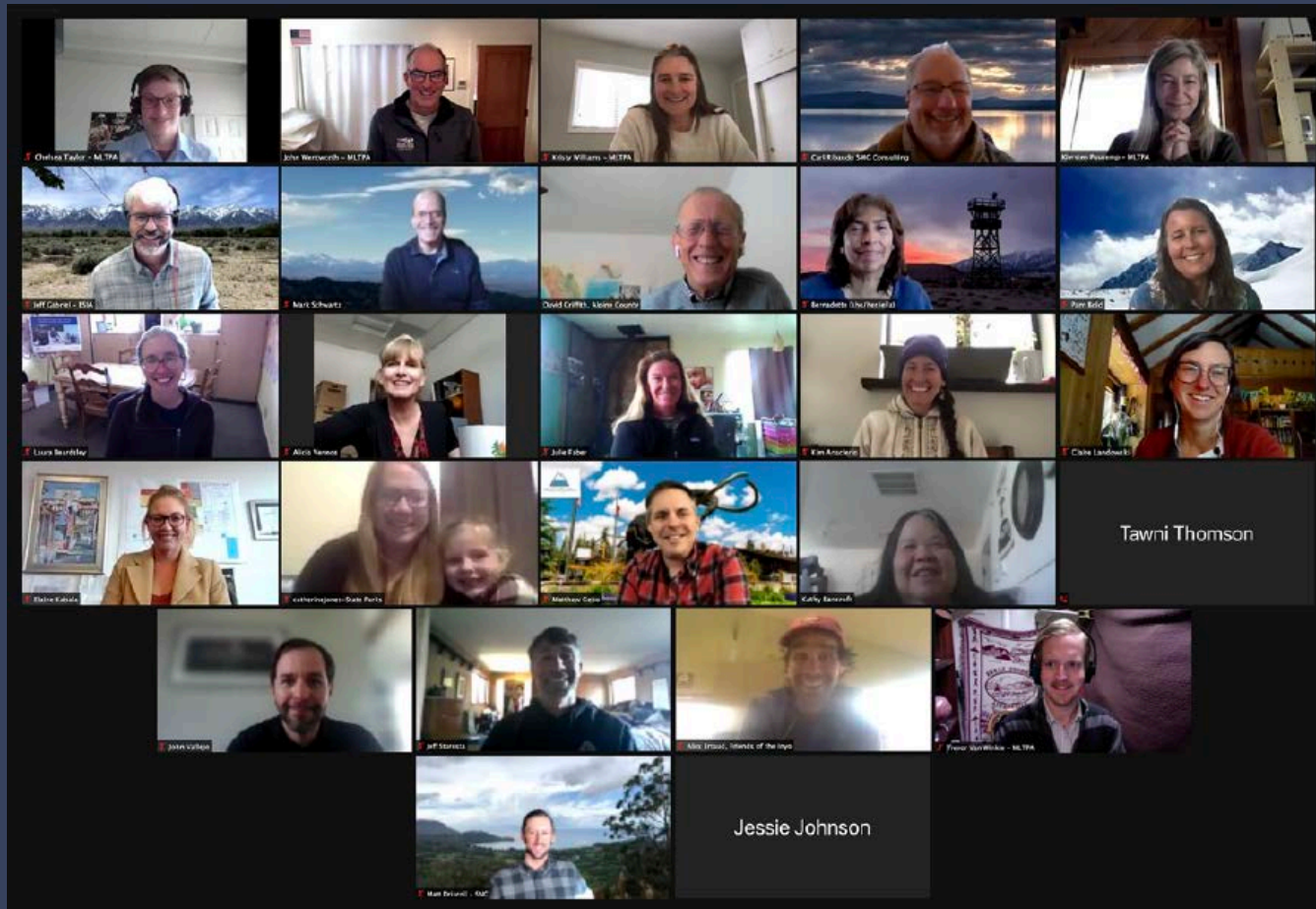
“Projects and Funding” – *Track #4*

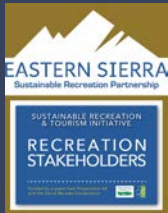
- **Completion: December 2021**

From In Person...



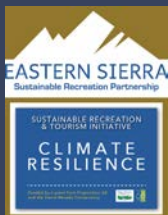
..... To Zoom!





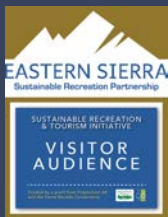
“Recreation Stakeholders” – *Track #1*

- Final Tally of Projects: 183
- **Completed February 1, 2021**



“Climate Adaptation and Resilience Assessment” – *Track #2*

- “Vulnerability Assessment” + “Natural Capital Assessment”
- Completion: April, 2021 / ESSRP Report Out May 3



“Visitor Audience” – *Track #3*

- “Visitor Connection Package” + 8 Working Group Meetings
- Completed February 22, 2021



“Projects and Funding” – *Track #4*

- Completion: December 2021

"Recreation Stakeholders" – Track #1 – 183 Project Ideas

ESSRP Projects 1 to 183 - Sorted by Type and Composite Desirability Scores Above "18"

ID	Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type	Short summary
3	22.28	7.95	6.68	7.65	This is Our Home: Treat this like your home	Southern Inyo County	Outreach and Communications	A three-pronged education program to reach visitors, engage local businesses, teach local kids how to care for the environment.
143	21.71	7.07	7.33	7.31	Eastern Sierra Visitor Centers Exhibit Inspection and Review, Repair and Replacement.	Visitor Centers in Lone Pine, the Ancient Bristlecone Pine Forest, the White Mountain Ranger Station, Mammoth Lakes, and Lee Vining	Education	Visitor Center exhibits provide information and education for visitors. This project will inspect, repair, and/or replace exhibits needing rehabilitation because of wear, or to be more current.
5	21.64	7.6	6.95	7.09	Where to "Go" in the Alabama Hills	Alabama Hills; Regional	Outreach and Communications	Leverage agency partnerships to provide regular on the ground presence and establish a regionally coordinated information network (Signs, websites, apps) on etiquette, way finding and interpretation.
108	21.11	6.96	7.13	7.02	Celebrating Indigenous History and Culture	Entire east side	Education	Interpretive tours of local Indigenous sites, by local Indigenous guides
112	20.98	6.98	7.09	6.91	Kids in Nature	Mammoth Lakes area	Education	Provides science and nature-based outdoor education programs to get kids outside exploring and learning about nature and how to responsibly enjoy the outdoors
150	20.98	6.89	7.11	6.98	Eastern Sierra Visitor Center and Regional Interpretive Program and Visitor Services Review, and Development and	Lone Pine, Ancient Bristlecone Pines Forest, White Mountain Ranger Station, Mammoth Lakes, and Lee Vining	Education	All Eastern Sierra Visitor Centers and the region need quality interpretive programs and visitor services. This project would review these current programs and develop and implement improvement plans.

“Recreation Stakeholders” – 183 Project Ideas Scored

ESSRP Projects 1 to 183 - Sorted by Type and Composite Desirability Scores Above “18”

ID	Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type
3	22.28	7.95	6.68	7.65	This is Our Home: Treat this like your home	Southern Inyo County	Outreach and Communications
143	21.71	7.07	7.33	7.31	Eastern Sierra Visitor Centers Exhibit	Visitor Centers in Lone Pine, the	Education

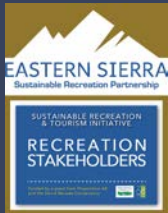
“Recreation Stakeholders” – 183 Project Ideas Scored

ESSRP Projects 1 to 183 - Sorted by Type and Composite Desirability Scores Above “18”

ID	Score	Stewardship	Access	Benefits	Project Name	Project Location	Project type
3	22.28	7.95	6.68	7.65	This is Our Home: Treat this like your home	Southern Inyo County	Outreach and Communications
143	21.71	7.07	7.33	7.31	Eastern Sierra Visitor Centers Exhibit	Visitor Centers in Lone Pine, the	Education

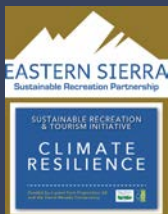
SRTI Projects and Funding – Dispersed Camping 2021





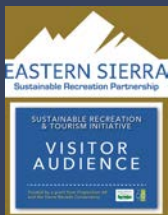
“Recreation Stakeholders” – *Track #1*

- Final Tally of Projects: 183
- Completed February 1, 2021



“Climate Adaptation and Resilience Assessment” – *Track #2*

- “Vulnerability Assessment” + “Natural Capital Assessment”
- **Completion: April, 2021 / ESSRP Report Out May 3**



“Visitor Audience” – *Track #3*

- “Visitor Connection Package”
- Completed February 22, 2021

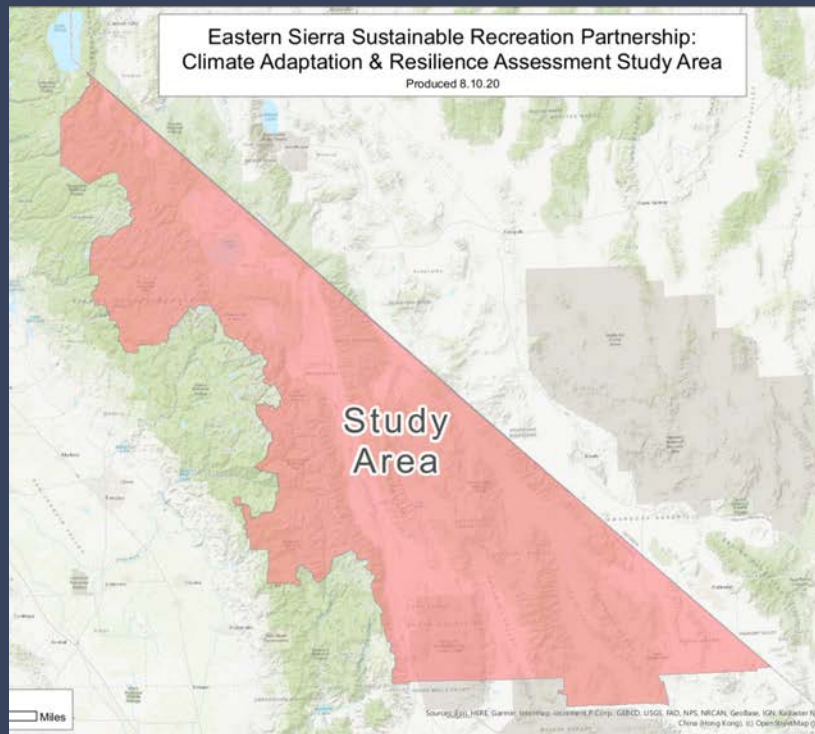


“Projects and Funding” – *Track #4*

- Completion: December 2021

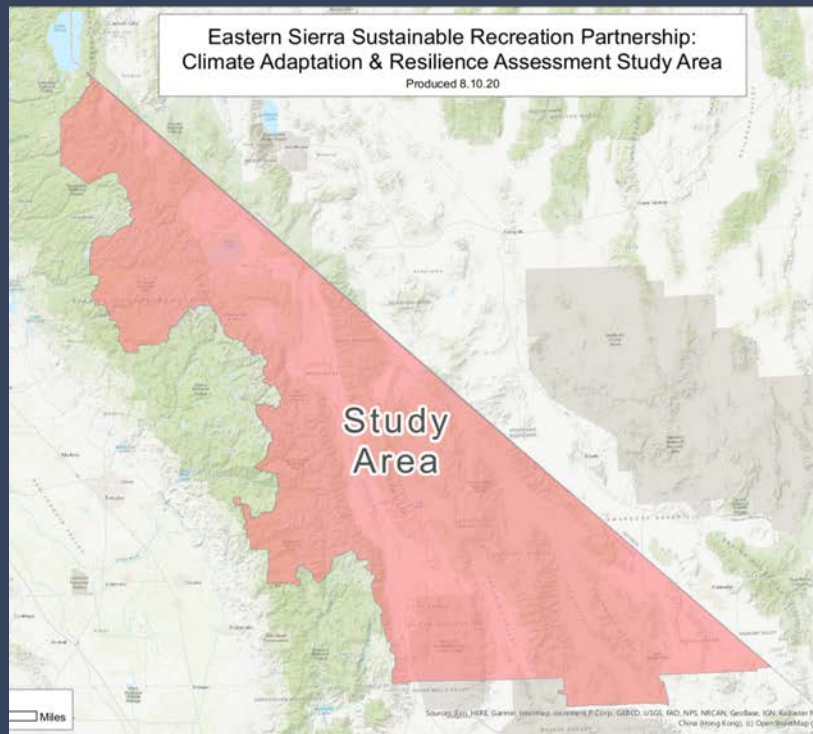


Vulnerability Assessment





Vulnerability Assessment



Sustainable Recreation and Tourism Initiative: Baseline Natural Capital Assessment

Draft

November 17, 2020

Submitted to:
Mammoth Lakes Trails and Public Access Foundation (MLTPA)

Submitted by:
ICF Incorporated, L.L.C.



Vulnerability Assessment

The cover image for the California Adaptation Planning Guide, showing a coastal scene with rocks and waves at the top, and a mountain landscape with a river and evergreen trees at the bottom.

CALIFORNIA ADAPTATION PLANNING GUIDE

June 2020



Sustainable Recreation and Tourism Initiative: Baseline Natural Capital Assessment

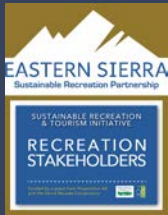
Draft

November 17, 2020

Submitted to:
Mammoth Lakes Trails and Public
Access Foundation (MLTPA)

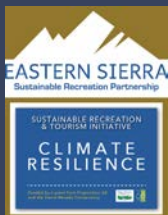
Submitted by:
ICF Incorporated, L.L.C.

ICF prepared and published this report, findings, and findings.



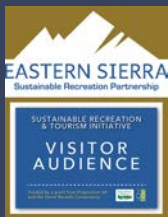
“Recreation Stakeholders” – *Track #1*

- Final Tally of Projects: 183
- Completed February 1, 2021



“Climate Adaptation and Resilience Assessment” – *Track #2*

- “Vulnerability Assessment” + “Natural Capital Assessment”
- Completion: April, 2021 / ESSRP Report Out May



“Visitor Audience” – *Track #3*

- “Visitor Connection Package” + 8 Working Group Meetings
- **Completed February 22, 2021**



“Projects and Funding” – *Track #4*

- Completion: December 2021

"Visitor Audience" – Track #3 - Complete

**EASTERN
SIERRA
REGION**

**VISITOR
CONNECTION
PACKAGE**

A Framework
for the Development
and Implementation of
a Regional Voice for
Sustainable Recreation
in the Eastern Sierra

20/21



Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) and in support of the Sierra Nevada Watershed Improvement Program.

MESSAGING THEMES FOR THE EASTERN SIERRA

RESPECT - APPRECIATION - STEWARDSHIP

ESCAPE - ADVENTURE - SURPRISE

MEMORY - TRADITION - CONNECTION

EXPANSIVE - DRAMATIC - TIMELESS

RESPECT - APPRECIATION - STEWARDSHIP



ESCAPE - ADVENTURE - SURPRISE



MEMORY - TRADITION - CONNECTION



EXPANSIVE - DRAMATIC - TIMELESS



GUIDING PRINCIPLES

- ★ Focus on stewardship education and the celebration of local culture.
- ★ Be reliable, implementable, and forward thinking.
- ★ Utilize informed and collaborative decision-making.
- ★ Employ a phased approach to develop tools and capacity.
- ★ Leverage existing communication assets to engage visitors throughout their "sequence of encounter."
- ★ Not compete with existing efforts in the region.

“Visitor Audience” – Visitor Connection Working Group



“Visitor Audience” – Visitor Connection Working Group

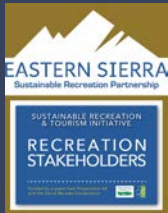
Outdoor Recreation in the West

The vast majority of Westerners say that they plan to visit national public lands more often in the year to come, even though nearly all visited these places and/or engaged in outdoor recreation in 2020. Crowding is cited as the greatest deterrent to visiting public lands more often in every state.

A majority of Westerners say they plan to visit national public lands more often in 2021. Fully 57 percent say they plan to go more often in the year to come if the pandemic is under control. New Mexico (66 percent) and Colorado residents (62 percent) are the most optimistic about their travel plans. The same is also true for newcomers to their state (63 percent plan to visit public lands more often this year). Those in cities and suburbs in the West also are planning to visit more often (60 percent and 61 percent respectively), while those in smaller towns and rural areas are about as likely to say they will visit more as the same amount they did this year.

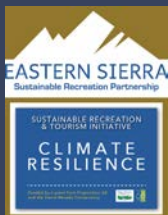
Plans to Visit National Public Lands in the Year Ahead





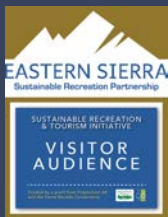
“Recreation Stakeholders” – *Track #1*

- Final Tally of Projects: 183
- Completed February 1, 2021



“Climate Adaptation and Resilience Assessment” – *Track #2*

- “Vulnerability Assessment” + “Natural Capital Assessment”
- Completion: April, 2021 / ESSRP Report Out May 3



“Visitor Audience” – *Track #3*

- “Visitor Connection Package” + 8 Working Group Meetings
- Completed February 22, 2021



“Projects and Funding” – *Track #4*

- **Completion: December 2021**



EASTERN SIERRA

Sustainable Recreation Partnership

SUSTAINABLE RECREATION
& TOURISM INITIATIVE

PROJECTS & FUNDING

*Funded by a grant from Proposition 68
and the Sierra Nevada Conservancy*



ideas

filters



ideas

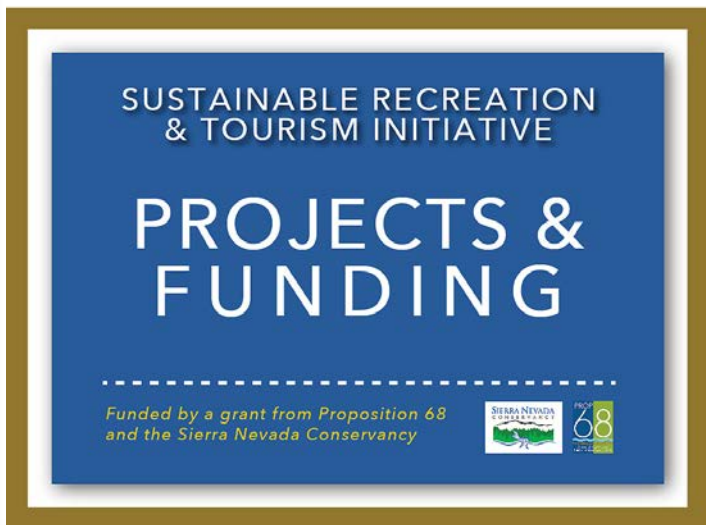
projects



filters



ideas

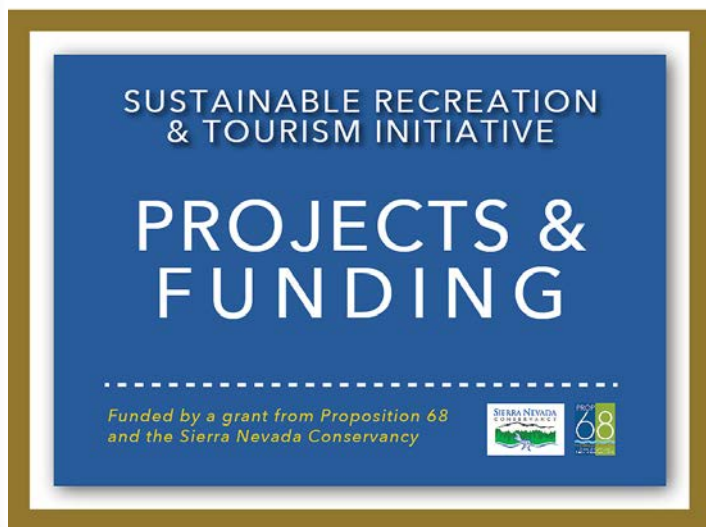


- All "ESSRP Projects"
- All "Sustainable Recreation Projects"
- All "Project Ideas"



- 8 Final Projects - ESSRP Partner Lead
- Portfolio of Projects - ESSRP

- All "ESSRP Projects"
- All "Sustainable Recreation Projects"
- All "Project Ideas"



SRTI Project

- 8 Final Projects - ESSRP Partner Lead
 - Portfolio of Projects - ESSRP
- All "ESSRP Projects"
 - All "Sustainable Recreation Projects"
 - All "Project Ideas"

- “Sustainable Recreation and Tourism Initiative”
 - On Time and On Budget
 - Volunteer Hours = \$70,000
 - Cash donations = \$5,000

- “Sustainable Recreation and Tourism Initiative”
 - On Time and On Budget
 - Volunteer Hours = \$70,000
 - Cash donations = \$5,000
 - Roadshow Presentations
 - Mammoth Lakes Town Council - *March 3, 2021*
 - Mono County Board of Supervisors – *April 6, 2021*
 - USFS: HT + Inyo NF - *April 14, 2021*
 - City of Bishop – *April 12, 2021*
 - Alpine County – *April 20, 2021*
 - Inyo County – *April 27, 2021*

Convergence 2021: ESCOG and IFNF Grant Program

ESCOG Joint Powers Authority



- ESCOG Meeting - Friday, April 9 @ 08:30
- "Sustainable Recreation and Ecosystem Management Program"
 - CDFW Grant Application Submitted

IFNF Grant Program



Quantified
Ventures



- A Business Plan to Leverage Outside Resources
- ESSRP: Opportunities for SRTI April 5

Convergence 2021: ESCOG and IFNF Grant Program

ESCOG Joint Powers Authority



- ESCOG Meeting - Friday, April 9 @ 08:30
- **"Sustainable Recreation and Ecosystem Management Program"**
 - **CDFW Grant Application Submitted**

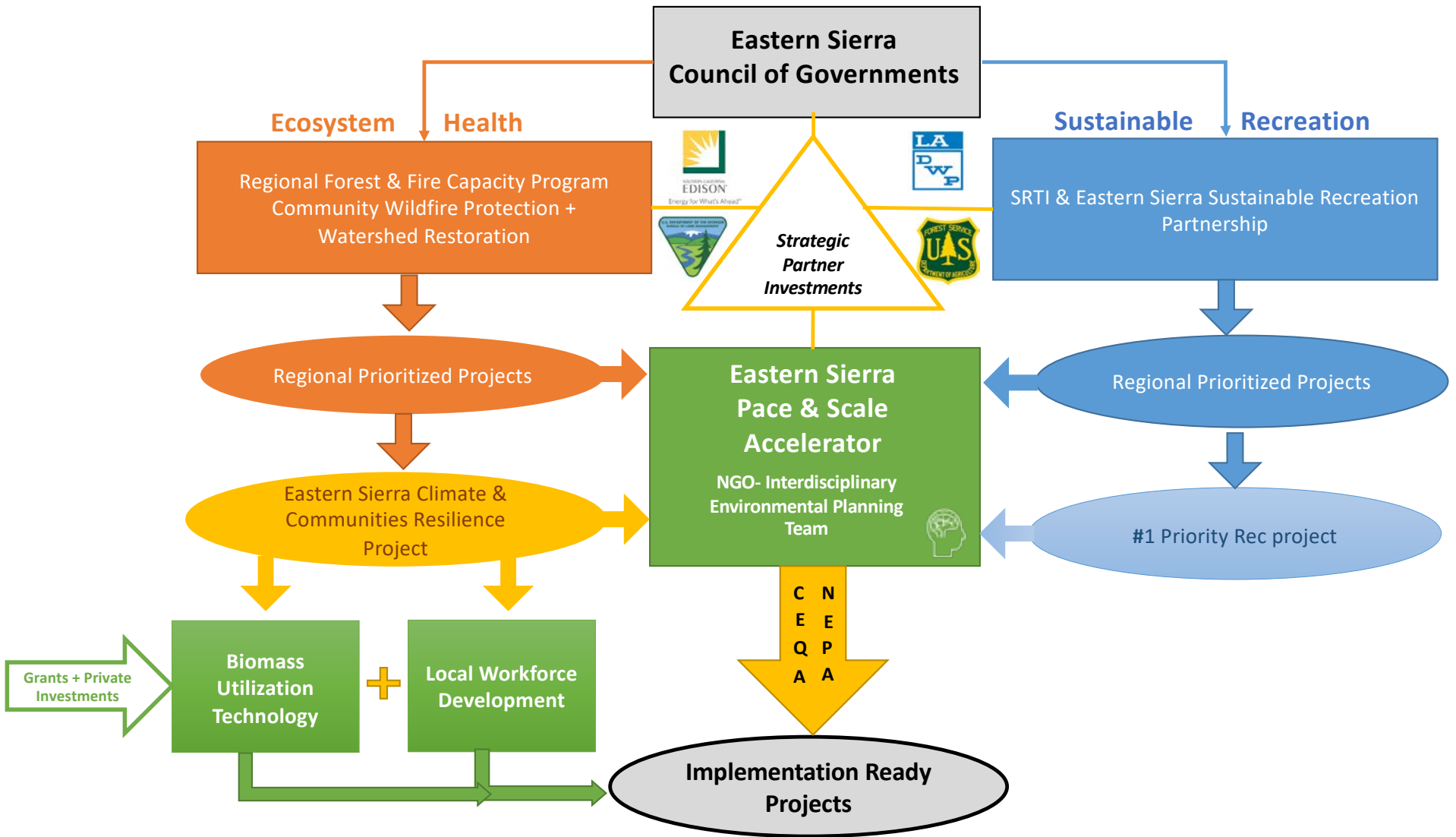
IFNF Grant Program



Quantified
Ventures



- A Business Plan to Leverage Outside Resources
- ESSRP: Opportunities for SRTI April 5



Convergence 2021: ESCOG and IFNF Grant Program

ESCOG Joint Powers Authority



- ESCOG Meeting - Friday, April 9 @ 08:30
- "Sustainable Recreation and Ecosystem Management Program"
 - CDFW Grant Application Submitted

IFNF Grant Program



Quantified
Ventures



- A Business Plan to Leverage Outside Resources
- ESSRP: Opportunities for IFNF and SRTI April 5

Convergence 2021: ESCOG and IFNF Grant Program

ESCOG Joint Powers Authority



- ESCOG Meeting - Friday, April 9 @ 08:30
- "Sustainable Recreation and Ecosystem Management Program"
 - CDFW Grant Application Submitted

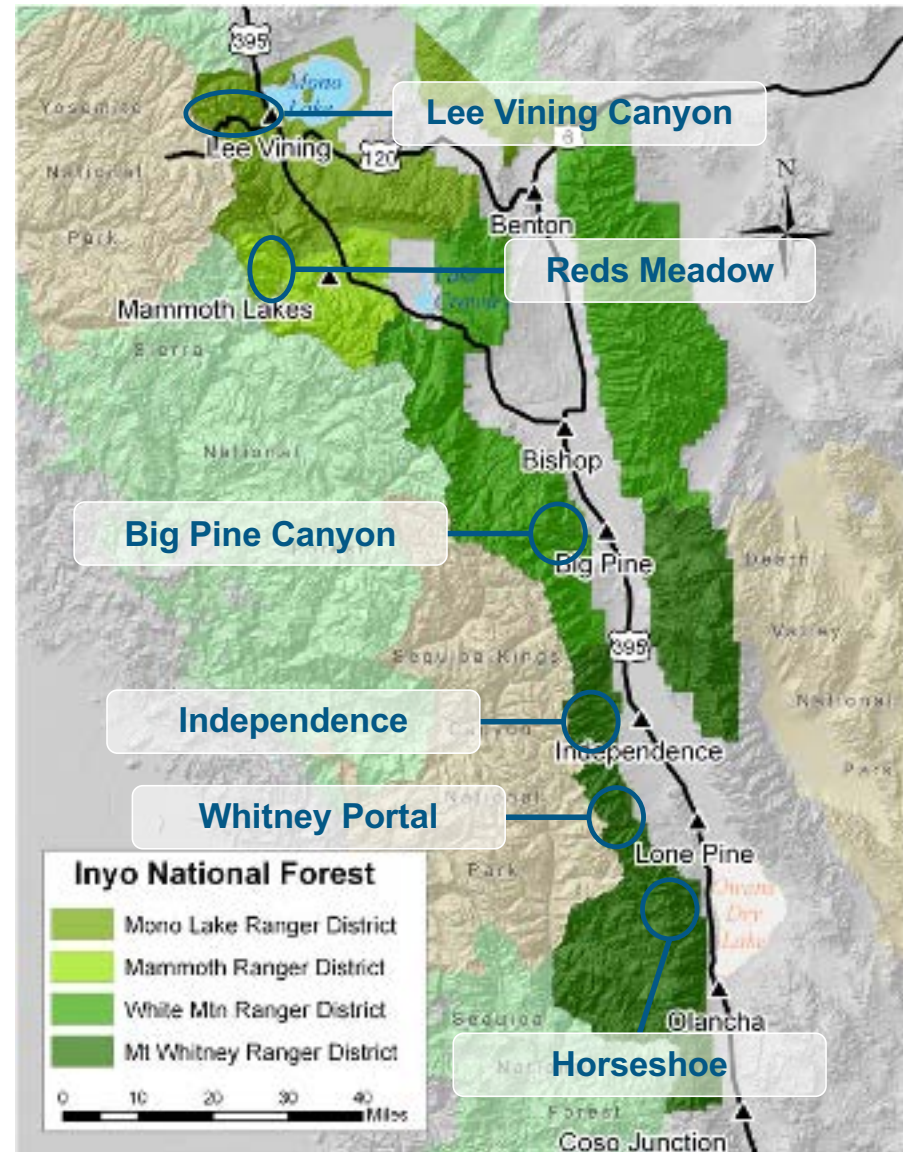
IFNF Grant Program



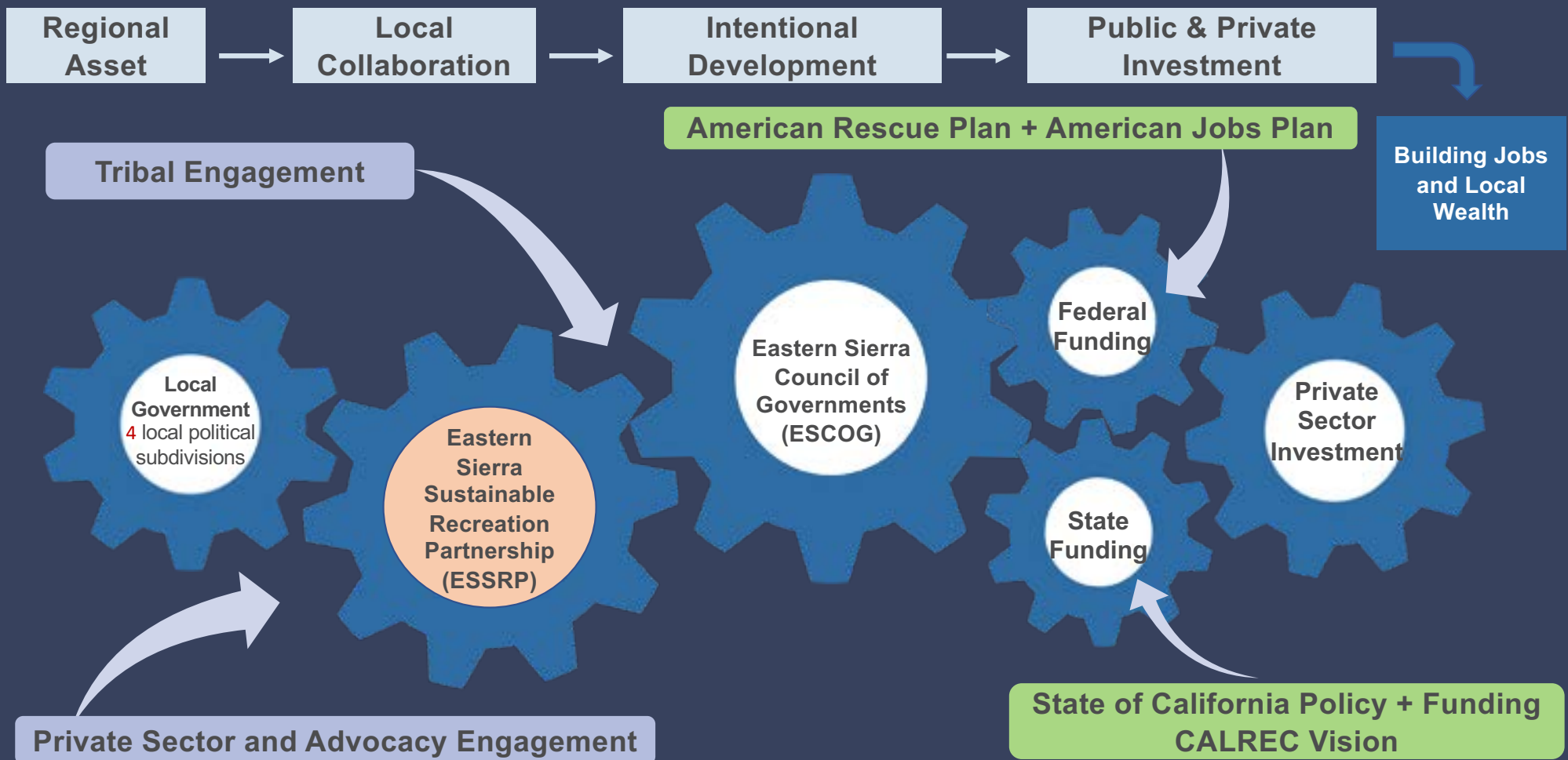
- A Business Plan to Leverage Outside Resources
- **ESSRP: Opportunities for IFNF and SRTI April 5**

Status: We have defined geographic areas of focus for the business plan.

- We identified **geographic areas** with high potential.
- We are defining a high-level concept of a project for each area to use in our business plan.
- The final business plan will be delivered in September 2021.
- In the later design phase, multiple campgrounds within this area would be examined, delivering a design plans that makes sense for the geographic area as a whole.



IFNF + QV: Building Jobs and Local Wealth Through Sustainability



Situational Awareness April 2021: Nature + Jobs and Wealth



Office of Governor
GAVIN NEWSOM



Home



About ▾



Newsroom

Ap

Governor Newsom Tours Sierra Fuel Break, Highlights Agreement with Legislative Leaders on \$536 Million Wildfire Package

Published: Apr 08, 2021

Situational Awareness April 2021: Nature + Jobs and Wealth

“Following the tour of the Shaver South Fuel Break project, Governor Newsom announced that he is expanding and refocusing the Forest Management Task Force to deliver on the key commitments in the Wildfire and Forest Resilience Action Plan issued in January, including the \$1 billion in investments.

“The reconstituted Wildfire and Forest Resilience Task Force will be co-chaired by California Natural Resources Secretary Wade Crowfoot and U.S. Forest Service Regional Forester Randy Moore. They will be joined by CalEPA Secretary Jared Blumenfeld, Governor’s Office of Planning and Research Director Kate Gordon, CAL FIRE Director Thom Porter, California State Association of Counties President James Gore, Rural County Representatives of California Chair Stacy Corless and Don Hankins of the Inter-Tribal Indigenous Stewardship Project.”

Situational Awareness April 2021: Nature + Jobs and Wealth

“Following the tour of the Shaver South Fuel Break project, Governor Newsom announced that he is expanding and refocusing the Forest Management Task Force to deliver on the key commitments in the Wildfire and Forest Resilience Action Plan issued in January, including the \$1 billion in investments.

“The reconstituted Wildfire and Forest Resilience Task Force will be co-chaired by California Natural Resources Secretary Wade Crowfoot and U.S. Forest Service Regional Forester Randy Moore. They will be joined by CalEPA Secretary Jared Blumenfeld, Governor’s Office of Planning and Research Director Kate Gordon, CAL FIRE Director Thom Porter, California State Association of Counties President James Gore, Rural County Representatives of California Chair Stacy Corless and Don Hankins of the Inter-Tribal Indigenous Stewardship Project.”

Situational Awareness April 2021: Nature + Jobs and Wealth



CALIFORNIA RE

AGREEMENT FOR SHARED STEWARDSHIP OF CALIFORNIA'S FOREST AND RANGELANDS
Between the
STATE OF CALIFORNIA
And the
USDA, FOREST SERVICE
PACIFIC SOUTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the State of California, hereinafter referred to as "the State," and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, hereinafter referred to as "the U.S. Forest Service" and together referred to as "The Parties."

TITLE: Agreement for Shared Stewardship of California's Forests and Rangelands

PURPOSE:

This MOU establishes a joint framework to enhance science-based forest and rangeland stewardship in California. The U.S. Forest Service and the State of California commit to maintain and restore healthy forests and rangelands that reduce public safety risks, protect natural and built infrastructure, and enhance ecological habitat and biological diversity. The Parties agree to develop shared tools, coordinated processes, and innovative approaches to increase the pace, scale, and effectiveness of forest and rangeland stewardship in California.

The U.S. Forest Service and the State of California, through the California Natural Resources Agency, make this commitment in accordance with the following provisions.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Restoring healthy forests and rangelands in California will yield both ecological and community benefits. Healthy forests will improve climate resilience and reduce the risk of catastrophic wildfire, safeguard water quality and air quality, protect fish and wildlife habitat, enhance biological diversity, sequester carbon, improve recreational opportunities, and generate good jobs and economic opportunities.

BACKGROUND:

Home to some of the largest, tallest and oldest trees in the world, rich biological diversity, vast watersheds, and spectacular recreation, the grandeur of California's wildlands has captivated generations. California's forests naturally adapted to low-intensity fire, nature's preferred management tool, but Gold Rush-era clearcutting followed by a wholesale policy of fire suppression resulted in the overly dense, ailing forests that dominate the landscape today.

Compounding risks have made it nearly impossible for nature to self-correct. A cycle of catastrophic wildfires, longer fire seasons, severe drought, intense wind, tree mortality, invasive species, and human population pressure threaten to convert conifer forests to shrublands and shrublands to invasive grasses.



Situational Awareness April 2021: Nature + Jobs and Wealth



EXECUTIVE ORDER N-82-20

WHEREAS the well-being of our communities and California's economic sustainability are interconnected with our natural and cultural resources; and

WHEREAS the State's long-term vitality is threatened by the loss of biodiversity - the variety and variability of plant and animal life in our State - and the impacts of climate change; and

WHEREAS California's natural and working lands - our forests, rangelands, farms, wetlands, coast, deserts, and urban greenspaces - sustain our economy, support our unique biodiversity, contribute to the global food supply, support outdoor heritage and provide clean water and air; and

WHEREAS since time immemorial, California Native Americans have stewarded, managed and lived interdependently with the lands that now make up the State of California; and

WHEREAS California is home to more species of plants and animals than any other state, and this biodiversity accounts for about one third of all species found in the nation; and

WHEREAS soils are home to more than a quarter of the world's biodiversity and California boasts more than 2,500 different soil types; and

WHEREAS California's rich biodiversity is increasingly threatened by loss of habitat, spread of invasive species, decreasing water supplies, and increasingly frequent and severe climate impacts; and

WHEREAS the climate change crisis is happening now, impacting California in unprecedented ways including intensifying wildfires, mud slides, floods and drought, sea level rise and extreme heat, that threaten our economy, communities, public safety, and cultural and natural resources; and

WHEREAS as we work to mitigate greenhouse gas emissions, we must also accelerate actions to enable the State to adapt and become more resilient to the impacts of climate change, including expanding nature-based solutions - the use of sustainable land management practices to tackle environmental, social and economic challenges; and

WHEREAS national, subnational and indigenous leaders across the globe are coming together to accelerate implementation of nature-based solutions to our climate and extinction crises, improve the way land is managed to absorb carbon pollution from the atmosphere, build resilience by protecting communities and natural places from climate-driven disasters, and restore healthy ecosystems; and

WHEREAS addressing the biodiversity crisis and accelerating nature-based solutions requires inclusive partnerships and collaboration among federal, state



Situational Awareness April 2021: Nature + Jobs and Wealth



“Provide input on meeting the State’s commitment to conserve 30 percent of California’s lands and coastal waters by 2030 and accelerate nature-based solutions to address climate change.”

Save the Date Virtual Regional Workshops

Provide input on meeting the State’s commitment to conserve 30 percent of California’s lands and coastal waters by 2030 and accelerate nature-based solutions to address climate change.

MEETING DATE/REGION

- April 20 — Sacramento Valley Region
- April 21 — San Francisco Bay Area Region
- April 27 — Central Coast Region
- April 28 — Sierra Nevada Region
- April 29 — San Joaquin Valley Region
- May 4 — North Coast Region
- May 5 — Los Angeles Region
- May 6 — Inland Deserts Region
- May 11 — San Diego Region

All meeting times are 4:00 – 6:00 p.m.



Visit: <https://resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions>

Situational Awareness April 2021: Nature + Jobs and Wealth



“Provide input on meeting the State’s commitment to conserve 30 percent of California’s lands and coastal waters by 2030 and accelerate nature-based solutions to address climate change.”

Sierra Nevada - April 28 4:00 – 6:00 PM

Save the Date Virtual Regional Workshops

Provide input on meeting the State’s commitment to conserve 30 percent of California’s lands and coastal waters by 2030 and accelerate nature-based solutions to address climate change.

MEETING DATE/REGION

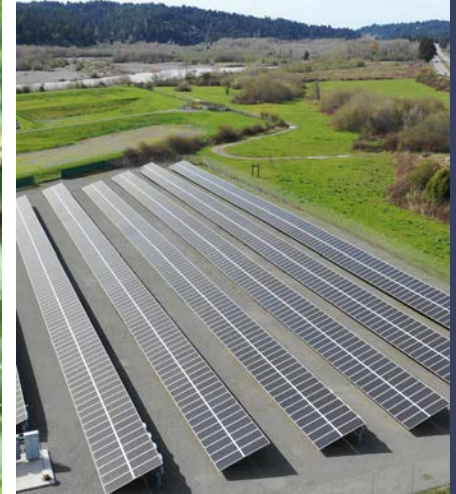
- April 20 — Sacramento Valley Region
- April 21 — San Francisco Bay Area Region
- April 27 — Central Coast Region
- April 28 — Sierra Nevada Region
- April 29 — San Joaquin Valley Region
- May 4 — North Coast Region
- May 5 — Los Angeles Region
- May 6 — Inland Deserts Region
- May 11 — San Diego Region

All meeting times are 4:00 – 6:00 p.m.



Visit: <https://resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions>

Situational Awareness April 2021: Nature + Jobs and Wealth



2021 State Climate Adaptation Strategy

Building Resilience and Reducing Risks

EXTREME HEAT | WILDFIRE | DROUGHT | FLOODS | SEA LEVEL RISE

Public Overview

March 26, 2021

Situational Awareness April 2021: Nature + Jobs and Wealth



Nesting Existing Efforts

Priorities

The Strategy should drive action toward critical priorities:



Strengthen protections for climate vulnerable communities



Protect public health and safety in the event of climate disasters



Reduce climate risks to California's economy



Help nature adapt to climate change, and accelerate nature-based solutions



Make decisions based on best available climate science



Leverage resources for climate action through partnerships and collaboration

Situational Awareness April 2021: Nature + Jobs and Wealth



Help nature adapt to climate change, and accelerate nature-based solutions



Leverage resources for climate action through partnerships and collaboration



Approach

Our approach reflects the Administration's broader effort to integrate and coordinate existing adaptation efforts.

Utilizing the Integrated Climate Adaptation and Resiliency Program as a resilience coordination hub

Pulling the pieces together so that our overarching strategy is easily understood.

Accelerating strategic implementation

Situational Awareness April 2021: Nature + Jobs and Wealth



CALIFORNIA REF

Public Law 116-152 116th Congress

An Act

To amend title 54, United States Code, to establish, fund, and provide for the use of amounts in a National Parks and Public Land Legacy Restoration Fund to address the maintenance backlog of the National Park Service, the United States Fish and Wildlife Service, the Bureau of Land Management, the Forest Service, and the Bureau of Indian Education, and to provide permanent, dedicated funding for the Land and Water Conservation Fund, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "Great American Outdoors Act".

SEC. 2. NATIONAL PARKS AND PUBLIC LAND LEGACY RESTORATION FUND.

(a) IN GENERAL.—Subtitle II of title 54, United States Code, is amended by inserting after chapter 2003 the following:

"CHAPTER 2004—NATIONAL PARKS AND PUBLIC LAND LEGACY RESTORATION FUND

"Sec.

"200401. Definitions.

"200402. National Parks and Public Land Legacy Restoration Fund.

"§ 200401. Definitions

"In this chapter:

"(1) ASSET.—The term 'asset' means any real property, including any physical structure or grouping of structures, landscape, trail, or other tangible property, that—

"(A) has a specific service or function; and

"(B) is tracked and managed as a distinct, identifiable entity by the applicable covered agency.

"(2) COVERED AGENCY.—The term 'covered agency' means—

"(A) the Service;

"(B) the United States Fish and Wildlife Service;

"(C) the Forest Service;

"(D) the Bureau of Land Management; and

"(E) the Bureau of Indian Education.

"(3) FUND.—The term 'Fund' means the National Parks and Public Land Legacy Restoration Fund established by section 200402(a).

"(4) PROJECT.—The term 'project' means any activity to reduce or eliminate deferred maintenance of an asset, which

Aug. 4, 2020
(H.R. 1957)

Great American
Outdoors Act.
54 USC 100101
note.

54 USC 200401
prev.

54 USC 200401.



Situational Awareness April 2021: Nature + Jobs and Wealth



The Department of Finance welcomes you to the

California Budget 2021-22

Gavin Newsom Governor
State of California

“Ten months into a pandemic that has overwhelmed hospitals and prompted government shutdowns that left millions of people out of work and forced many small businesses to close, California Gov. Gavin Newsom on Friday revealed the most expensive budget in state history — a \$227 billion spending plan highlighted by a \$15 billion one-time surplus.”

Situational Awareness April 2021: Nature + Jobs and Wealth



The Department of Finance welcomes you to the

California Budget 2021-22

Gavin Newsom Governor
State of California

“Ten months into a pandemic that has overwhelmed hospitals and prompted government shutdowns that left millions of people out of work and forced many small businesses to close, California Gov. Gavin Newsom on Friday revealed the most expensive budget in state history — a \$227 billion spending plan highlighted by a \$15 billion one-time surplus.”

Situational Awareness April 2021: Nature + Jobs and Wealth



Situational Awareness 2021/04: Nature + Jobs and Wealth



BRIEFING ROOM

President Biden Announces American Rescue Plan

JANUARY 20, 2021 • LEGISLATION

Emergency Legislative Package to Fund Vaccinations, Provide Immediate, Direct Relief to Families Bearing the Brunt of the COVID-19 Crisis, and Support Struggling Communities

The COVID-19 pandemic and the corresponding economic crisis are devastating families across the country. More than 20 million Americans ⁷ have contracted COVID-19, and at least 370,000 have died. From big cities to small towns, too many Americans are barely scraping by, or not scraping by at all. And the pandemic has shined a light on the persistence of racial injustice in our healthcare system and our economy. The need to act is clear in the lines at food banks, the small businesses that are closed or closing, and the growing ⁷ number of Americans experiencing housing insecurity. After nearly a year of the public health crisis, our nation remains in this dark winter of the pandemic and facing a deep economic crisis.

President Biden is laying out the first step of an aggressive, two-step plan for rescue, from the depths of this crisis, and recovery, by investing in America, creating millions of additional good-paying jobs, combatting the climate crisis, advancing racial equity, and building back better than before.

While Congress's bipartisan action in December was a step in the right direction, it was only a down payment. It fell far short of the resources needed to tackle the immediate crisis. We are in a race against time, and absent additional government assistance, the economic and public health crises could worsen in the months ahead; schools will not be able to safely reopen; and vaccinations will remain far too slow.



Situational Awareness April 2021: Nature + Jobs and Wealth

NACo Analysis of the American Rescue Plan Act

Mar. 12, 2021

[DOWNLOAD ANALYSIS](#)

[COUNTY-BY-COUNTY ALLOCATION ESTIMATES](#)

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties and an additional \$1.5 billion for public land counties. The American Rescue Plan Act also allocates hundreds of billions of dollars for public health and vaccines, assistance for vulnerable populations, education and housing stabilization, economic recovery assistance and direct assistance for families and individuals.

This analysis highlights key provisions for county governments.

In a major victory for America's counties, the State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law by President Biden on March 11. The bill includes \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities, including \$1.5 billion over two years for public lands counties.

Situational Awareness April 2021: Nature + Jobs and Wealth

NACo Analysis of the American Rescue Plan Act

Mar. 12, 2021

[DOWNLOAD ANALYSIS](#)

[COUNTY-BY-COUNTY ALLOCATION ESTIMATES](#)

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties and an additional \$1.5 billion for public land counties. The American Rescue Plan Act also allocates hundreds of billions of dollars for public health and vaccines, assistance for vulnerable populations, education and housing stabilization, economic recovery assistance and direct assistance for families and individuals.

This analysis highlights key provisions for county governments.

In a major victory for America's counties, the State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law by President Biden on March 11. The bill includes **\$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities**, including \$1.5 billion over two years for public lands counties.

Situational Awareness April 2021: Nature + Jobs and Wealth

NACo Analysis of the American Rescue Plan Act

Mar. 12, 2021

[DOWNLOAD ANALYSIS](#)

[COUNTY-BY-COUNTY ALLOCATION ESTIMATES](#)

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties and an additional \$1.5 billion for public land counties. The American Rescue Plan Act also allocates hundreds of billions of dollars for public health and vaccines, assistance for vulnerable populations, education and housing stabilization, economic recovery assistance and direct assistance for families and individuals.

This analysis highlights key provisions for county governments.

In a major victory for America's counties, the State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law by President Biden on March 11. The bill includes **\$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities, including \$1.5 billion over two years for public lands counties.**

Situational Awareness April 2021: Nature + Jobs and Wealth



BRIEFING ROOM

President Biden Announces American Rescue Plan

JANUARY 20, 2021 • LEGISLATION

Emergency Legislative Package to Fund Vaccinations, Provide Immediate, Direct Relief to Families Bearing the Brunt of the COVID-19 Crisis, and Support Struggling Communities

The COVID-19 pandemic and the corresponding economic crisis are devastating families across the country. More than 20 million Americans \nearrow have contracted COVID-19, and at least 370,000 have died. From big cities to small towns, too many Americans are barely scraping by, or not scraping by at all. And the pandemic has shined a light on the persistence of racial injustice in our healthcare system and our economy. The need to act is clear in the lines at food banks, the small businesses that are closed or closing, and the *growing* \nearrow number of Americans experiencing housing insecurity. After nearly a year of the public health crisis, our nation remains in this dark winter of the pandemic and facing a deep economic crisis.

President Biden is laying out the first step of an aggressive, two-step plan for rescue, from the depths of this crisis, and recovery, by investing in America, creating millions of additional good-paying jobs, combatting the climate crisis, advancing racial equity, and building back better than before.

While Congress's bipartisan action in December was a step in the right direction, it was only a down payment. It fell far short of the resources needed to tackle the immediate crisis. We are in a race against time, and absent additional government assistance, the economic and public health crises could worsen in the months ahead; schools will not be able to safely reopen; and vaccinations will remain far too slow.



BRIEFING ROOM

FACT SHEET: The American Jobs Plan

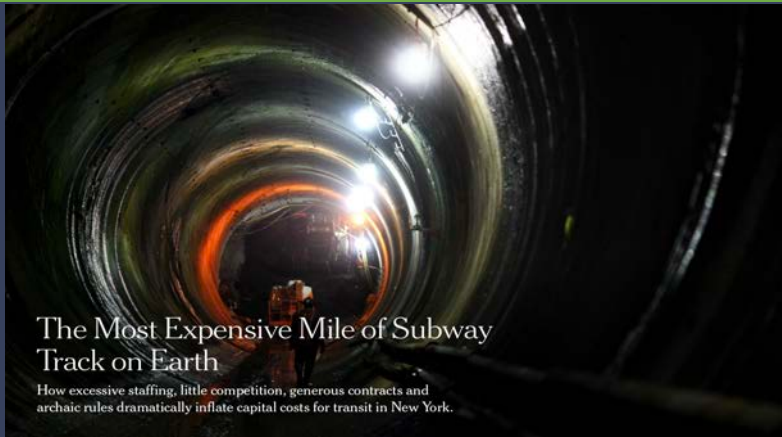
MARCH 31, 2021 • STATEMENTS AND RELEASES

While the American Rescue Plan is changing the course of the pandemic and delivering relief for working families, this is no time to build back to the way things were. This is the moment to reimagine and rebuild a new economy. The American Jobs Plan is an investment in America that will create millions of good jobs, rebuild our country's infrastructure, and position the United States to out-compete China. Public domestic investment as a share of the economy has fallen by more than 40 percent since the 1960s. The American Jobs Plan will invest in America in a way we have not invested since we built the interstate highways and won the Space Race.

The United States of America is the wealthiest country in the world, yet we rank 13th when it comes to the overall quality of our infrastructure. After decades of disinvestment, our roads, bridges, and water systems are crumbling. Our electric grid is vulnerable to catastrophic outages. Too many lack access to affordable, high-speed Internet and to quality housing. The past year has led to job losses and threatened economic security, eroding more than 30 years of progress in women's labor force participation. It has unmasked the fragility of our caregiving infrastructure. And, our nation is falling behind its biggest competitors on research and development (R&D), manufacturing, and training. It has never been more important for us to invest in strengthening our infrastructure and competitiveness, and in creating the good-paying, union jobs of the future.

Like great projects of the past, the President's plan will unify and mobilize the country to meet the great challenges of our time: the

Situational Awareness April 2021: Nature + Jobs and Wealth



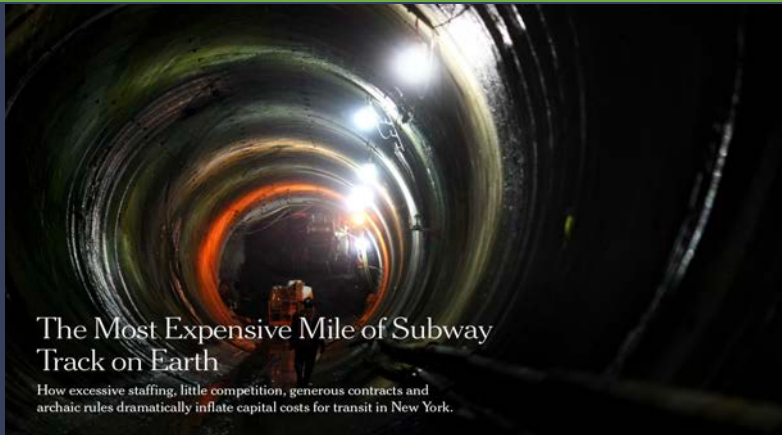
NYC's brand new subway is the most expensive in the world — that's a problem

The tragedy of the Second Avenue Subway.

Matthew Yglesias • Jan 1, 2017, 10:00am EST



Situational Awareness April 2021: Nature + Jobs and Wealth



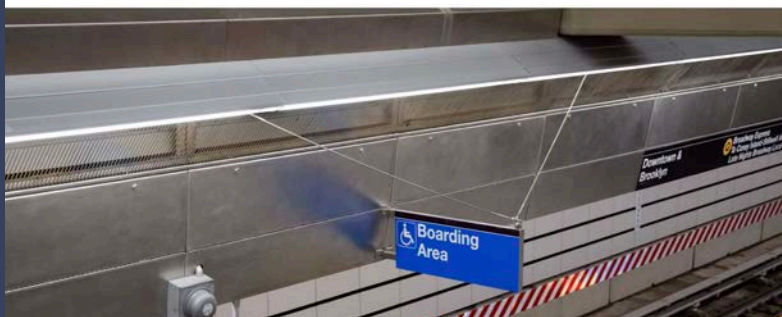
The Most Expensive Mile of Subway Track on Earth

How excessive staffing, little competition, generous contracts and archaic rules dramatically inflate capital costs for transit in New York.

NYC's brand new subway is the most expensive in the world — that's a problem

The tragedy of the Second Avenue Subway.

Matthew Yglesias • Jan 1, 2017, 10:00am EST



REVISED DRAFT 2020 BUSINESS PLAN

California Assembly wants bullet train contract deferred in rebuke of project's current plan

By Ralph Vartabedian • June 5, 2020 10:20 AM PT

In the strongest challenge to the California bullet train project in the past decade, a majority of the California Assembly has co-sponsored a resolution directing the state rail authority to defer awarding a contract this year to build a partial high speed system between Merced and Bakersfield.

California high-speed rail board delays key finance plan after lawmakers push back

By Ralph Vartabedian • June 24, 2020 5 AM PT

Following a stunning rebuke by the State Assembly, the board of California's high-speed rail authority this week put off approving a crucial 2020 business plan, a sign it has agreed to reassess the project's current blueprint.







Thank You

Eastern Sierra Sustainable Recreation Partnership
Sustainable Recreation and Tourism Initiative

Inyo County Board of Supervisors

April 27, 2021





DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Mike Errante, Public Works Director
Chris Cash, Deputy Director of Public Works
Ashley Helms, Deputy Director of Airports

SOUTHERN INYO AIRPORT ADVISORY COMMITTEE MEETING AGENDA

MEETING DATE: April 28, 2021 7:00 A.M. Zoom Meeting
LOCATION: Lone Pine Death Valley Terminal Building

- I. Call to order Board Clerk
- II. Approval of minutes from the January 27, 2021 Meeting
- III. Business
 - Skydive Mt Whitney Proposal
 - Other upcoming commercial activities
 - Improvement projects and maintenance
 - Hangar leases
- IV. Report from Public Works
 - A. Budget Review: Existing funds as of 3/31/21

Lone Pine Death Valley Airport

Operating \$49,631

Significant expenditures excluding payroll:

Jan. – March 2021

Revenue is listed on attached Account Director's Reports

\$300 Preferred Septic (Portable Toilet)
\$450 Preferred Septic (Pump Septic Tank)
\$2,759.33 (Building & Maintenance Billing)
\$2,729.81 (Public Works Billing)
\$1,024 (AVCOM Annual Inspection & Maintenance of AWOS)
\$197.20 Dept. of Agriculture (Device Registration, Weights & Measures)
\$808 Ascent Aviation (Fuel Truck Lease)
\$154.87 (Credit Card Fees)
\$2,870.38 (Utilities: Frontier, MCI & LADWP)

Lone Pine Death Valley Airport Fuel Sales:

Jan. – March 2021

January 2021:

100LL: 459.52 Gallons / \$2,033.74 in Sales
Jet A: (None) Gallons / \$0 in Sales

February 2021:

100LL: 197.11 Gallons / \$872.38 in Sales
Jet A: (None) Gallons / \$0 in Sales

March 2021: (*Fast-pay only*)

100LL: 631.18 Gallons / \$2,793.48
Jet A: (None) Gallons / \$0 in Sales

Lone Pine Death Valley Special Aviation

Special Aviation \$20,104

Significant Expenditures excluding payroll:

Jan. – March 2021

\$3,559.48 (LADWP Tax Billing)

Independence Airport

Operating \$11,100

Significant Expenditures excluding payroll:

Jan. – March 2021

\$289.60 (Building & Maintenance Billing)

\$300 Preferred Septic (Portable Toilets)

Independence Airport Special Aviation

Special Aviation \$24,384

Significant Expenditures excluding payroll:

Jan. – March 2021

\$276.43 (Utilities: LADWP)

B. Report from Steve Loven, Airport Operations Supervisor

V. Adjourn Meeting, the next meeting is July 28, 2021

SIAAC January 27, 2021 Meeting Minutes

Attendees: Lynne Bunn, Jeff Montgomery, Paul Lamos, Neil Woodruff, Don Bright, Matt Kingsley, Paul Wignall, Mike Errante, Ashley Helms

7:17 Lynne Bunn calls meeting to order

Minutes from the October 28 meeting were approved.

Topics discussed:

- Grant and ACIP status – 2021 grant application for Taxiway Rehabilitation Project (\$836,000), discretionary funding may not be available, and LP/DV has \$307,000 in entitlements. Larger discretionary funding programed for 2024. Other projects in ACIP – Lighting Phase 2, Apron Reconstruction, Terminal Upgrades
- Tunnel Meadows Hangar – Inspected by County Building Inspector, list of structural remediation needs is long (new foundation, new trusses, etc) and estimated to cost around \$100,000. County will get cost estimate for replacement building and community development grants to create a safe and welcoming space for airport and non-airport community events. If the County requested entitlement funds for terminal or hangar projects we would likely not be eligible for the discretionary funding to complete the long standing airfield upgrades (taxiway pavement, lighting).
- Mercy Air Land Lease – Helicopter air ambulance service is interested in leasing a small portion of the apron to store a Jet A fuel bowser. It would not be available for public use. Lease is being negotiated and will go to Board for approval soon. Revenue from the lease could help fund a Jet A tank to replace the aged fuel truck.
- Terminal/Septic Update – tree roots cleared out of sewer line from terminal, septic tank pumped. Should resolve plumbing issues in the terminal. County Building and Maintenance have started repairs to the outdoor bathrooms and will continue in the spring.
- Budget review – Committee appreciated summary of monthly fuel sales. Jeff Montgomery noted the sharp increase in fuel sales in October due to Fly-In event.
- Paul Wignall of Yosemite Skydiving (at the Mariposa-Yosemite Airport) introduced himself to the Committee, noting his potential interest in opening a skydiving operation out of the Lone Pine Airport.

8: 30 Meeting adjourned

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director						
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account to Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
1505	LP/DV AIRPPORT			150500	LONE PINE/DEATH VALLEY AIRPORT						
4311	RENTS		01/01/21	Prior	0.00	0.00	0.00	300.00	300.00		
4311	RENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	300.00*	300.00 *		
4315	SPECIAL EVENTS		01/01/21	Prior	0.00	0.00	0.00				
4315	SPECIAL EVENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	*			
4331	AUTO PARKING		01/01/21	Prior	933.00	0.00	933.00	2,300.00	1,367.00	40.6	
	CR R#599154-155		02/01/21	CR122323	135.00						
4331	AUTO PARKING		NEW OBJ	TOTAL*	1,068.00*	0.00*	1,068.00*	2,300.00*	1,232.00 *	46.4	
4333	HANGER RENT		01/01/21	Prior	12,600.00	0.00	12,600.00	26,470.00	13,870.00	47.6	
	CR R#601037 F.MEYER		01/04/21	CR121824	420.00						
	CR R#601047-048		01/19/21	CR122104	2,940.00						
	CR P#2021-012, P#202		01/20/21	CR122116	420.00						
	CR R#599154-155		02/01/21	CR122323	1,680.00						
	CR R#599160 J.PETROP		02/08/21	CR122445	780.00						
	CR R#599172 C.JAMES		02/22/21	CR122647	420.00						
	CR R#599186 G.RITCHI		03/09/21	CR122908	420.00						
4333	HANGAR RENT		NEW OBJ	TOTAL*	19,680.00*	0.00*	19,680.00*	26,470.00*	6,790.00 *	74.3	
4334	TIE DOWN FEES		01/01/21	Prior	1,057.00	0.00	1,057.00	1,200.00	143.00	88.1	
	CR R#601748-459 12/1		01/06/21	CR121910	7.00						
	CR VARIOUS RECEIPTS		01/25/21	CR122222	13.00						
4334	TIE DOWN FEES		NEW OBJ	TOTAL*	1,077.00*	0.00*	1,077.00*	1,200.00*	123.00 *	89.8	
4338	RAMP FEES		01/01/21	Prior	158.00	0.00	158.00	158.00	0.00	100.0	
4338	CALIFORNIA AIR CHART		NEW OBJ	TOTAL*	158.00*	0.00*	158.00*	158.00*	0.00 *	100.0	
4401	STATE AID FOR AVIATI		01/01/21	Prior	0.00	0.00	0.00				
4401	STATE AID FOR AVIATI		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	*			
	** TOTAL REVENUE **				21,983.00*	0.00*	21,983.00*	30,428.00*	8,445.00 *	72.2	
	LP/DV AIRPPORT	FUND		REVENUE TOTAL*	21,983.00*	0.00*	21,983.00*	30,428.00*	8,445.00 *	72.2	

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director						
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	
1506	LONE PINE/DEATH VALLEY AIR-SPC		150600	LONE PINE/DEATH VALLEY AIR-SP							
					Income		Account	WORKING	Budget Minus	% Of	
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Expense	Encumbrances	to Date	Budget	Acct-To-Date	Budget	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
4401	STATE AID FOR AVIATI	01/01/21	Prior		0.00	0.00	0.00	10,000.00	10,000.00		
4401	STATE AID FOR AVIATI NEW OBJ			TOTAL*	0.00*	0.00*	0.00*	10,000.00*	10,000.00	*	
	** TOTAL REVENUE **				0.00*	0.00*	0.00*	10,000.00*	10,000.00	*	
	LONE PINE/DEATH VALL FUND			REVENUE TOTAL*	0.00*	0.00*	0.00*	10,000.00*	10,000.00	*	

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT	Title	Account Director					
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Income Expense	Encumbrances	Account to Date	WORKING Budget	Budget Minus Acct-To-Date	% Of Budget	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
1503	INDY AIRPORT OPERATING			150300	INDEPENDENCE AIRPORT						
4311	RENTS		01/01/21	Prior	0.00	0.00	0.00	14,400.00	14,400.00		
4311	RENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*	14,400.00*	14,400.00	*	
4315	SPECIAL EVENTS		01/01/21	Prior	0.00	0.00	0.00				
4315	SPECIAL EVENTS		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*			*	
4331	AUTO PARKING		01/01/21	Prior	0.00	0.00	0.00				
4331	AUTO PARKING		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*			*	
4333	HANGER RENT		01/01/21	Prior	2,340.00	0.00	2,340.00	3,120.00	780.00	75.0	
4333	HANGAR RENT		NEW OBJ	TOTAL*	2,340.00*	0.00*	2,340.00*	3,120.00*	780.00	*	75.0
4334	TIE DOWN FEES		01/01/21	Prior	171.00	0.00	171.00	150.00	-21.00	114.0	OVER
4334	TIE DOWN FEES		NEW OBJ	TOTAL*	171.00*	0.00*	171.00*	150.00*	-21.00	*	114.0 OVER
4401	STATE AID FOR AVIATI		01/01/21	Prior	0.00	0.00	0.00				
4401	STATE AID FOR AVIATI		NEW OBJ	TOTAL*	0.00*	0.00*	0.00*			*	
	** TOTAL REVENUE **				2,511.00*	0.00*	2,511.00*	17,670.00*	15,159.00	*	14.2
	INDY AIRPORT OPERATI FUND			REVENUE TOTAL*	2,511.00*	0.00*	2,511.00*	17,670.00*	15,159.00	*	14.2

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400,150500,150600 ; OBJECT: 4311-4401
 BUDGET: WORKING; OBJECT and Budgets shown

FUND	FUND	Title	BUDUNIT	BUDUNIT Title	Account Director					
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
1504	INDY AIRPORT SPECIAL AVIATION		150400	INDEPENDENCE AIRPORT - SPECIAL						
				Income	Account	WORKING	Budget Minus	% Of		
OBJECT	OBJECT	Trans Desc.	Date	Primary Ref.	Expense	Encumbrances	to Date	Budget	Acct-To-Date	Budget Note
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
4401	STATE AID FOR AVIATI	01/01/21	Prior		0.00	0.00	0.00	10,000.00	10,000.00	
4401	STATE AID FOR AVIATI NEW OBJ		TOTAL*		0.00*	0.00*	0.00*	10,000.00*	10,000.00 *	
	** TOTAL REVENUE **				0.00*	0.00*	0.00*	10,000.00*	10,000.00 *	
	INDY AIRPORT SPECIAL FUND		REVENUE TOTAL*		0.00*	0.00*	0.00*	10,000.00*	10,000.00 *	