

# 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](mailto: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). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto: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.

### **January 19, 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 REPORT**

### **CONSENT AGENDA** (Approval recommended by the County Administrator)

5. **County Administrator - Parks & Recreation** - Request Board approve request from Mr. Allan Johnson to reserve all campsites at Portuguese Joe Campground, October 7-10, 2021.
6. **Health & Human Services** - Request Board approve the Memorandum of Understanding between the County of Inyo and Eastern Sierra Continuum of Care (CoC) to redirect the total allocation of Inyo County's Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program funds in the amount of \$72,340.00 and authorize the County Administrator to sign.

7. **Planning Department** - Request Board:
  - A) certify that \$23,778.95 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
  - B) authorize the Chairperson to sign the certification; and,
  - C) direct Staff to submit the certification to the U.S. Department of Energy.
  
8. **Public Works** - Request Board approve the Right of Entry between the County of Inyo and the Los Angeles Department of Water and Power for temporary construction and laydown areas and construction of rock slope protection for the North Round Valley Road Bridge Replacement Project, and authorize the Director of Public Works to sign.

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

9. **Planning Department** - Request Board receive a presentation from Jason Pelletier, Land Program Director for the Nature Conservancy, California Chapter, regarding the Conservancy's property purchase in the southeast county area known as Chicago Valley.
  
10. **Board of Supervisors** - Request Board approve proposed Resolution No. 2021-11, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing the Eastern Sierra Council of Governments to Commence a Program of Work to Be Known as the 'ESCOG: Sustainable Recreation and Ecosystem Management Program,'" and authorize the Chairperson to sign.
  
11. **Board of Supervisors** - Request Board appoint Planning Commissioners to represent the Second, Fourth, and Fifth Supervisorial Districts.
  
12. **Public Works** - Request the Board re-appoint Mr. Neil Woodruff to complete an unexpired four-year term ending June 1, 2023 on the Southern Inyo Airport Advisory Committee. (*Notice of Vacancy resulted in one request for re-appointment being received from Mr. Woodruff.*)
  
13. **Sheriff** - Request Board ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$25,000 for the period of October 1, 2020 through September 30, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.
  
14. **County Administrator - Information Services** - Request Board waive competitive bidding requirement and then ratify and approve 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, and authorize the Public Works Director or the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

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

15. **10:30 A.M. - AG COMMISSIONER-CANNABIS** - Request Board: A) conduct a hearing on the revocation for non-payment of commercial cannabis business license number 000142 issued to Old Spanish Cannabis and Commerce Park, LLC, as requested in an appeal by the licensee; and B) make a determination based on the hearing to revoke or not revoke license number 000142.

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

16. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## County Administrator - Parks & Recreation

### CONSENT - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Leslie Chapman

**SUBJECT:** Request to Reserve Portuguese Joe Campground

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**RECOMMENDED ACTION:**

Request Board approve request from Mr. Allan Johnson to reserve all campsites at Portuguese Joe Campground, October 7-10, 2021.

**SUMMARY/JUSTIFICATION:**

The Parks and Recreation department has received a request from Mr. Allan Johnson to reserve the entire Portuguese Joe Campground from October 7 through October 10, 2021. These dates coincide with the Lone Pine Film Festival. Mr. Johnson and his associates have attended the festival for several years and traditionally have camped at the Portuguese Joe Campground. In order to assure that his entire group has a place to stay, he is requesting to reserve the entire campground. Mr. Johnson has reserved the entire campground in the past without issue.

While reserving the entire campground does not happen regularly, it is now addressed in County Code 12.18.030 which requires approval by your Board. In addition, Mr. Johnson will be required to pay the appropriate fees.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board is under no obligation to grant Mr. Johnson's request to reserve the entire Portuguese Joe Campground. If the request is not granted, Mr. Johnson is free to use the conventional reservation system.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Revenues accrue to the Parks and Recreation budget.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott  
Darcy Ellis  
Leslie Chapman

Created/Initiated - 12/15/2020  
Approved - 12/16/2020  
Final Approval - 12/16/2020



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Meaghan McCamman

**SUBJECT:** MOU for HHAP-2 funding redirect

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**RECOMMENDED ACTION:**

Request Board approve the Memorandum of Understanding between the County of Inyo and Eastern Sierra Continuum of Care (CoC) to redirect the total allocation of Inyo County's Homeless Housing, Assistance and Prevention Round 2 (HHAP-2) Program funds in the amount of \$72,340.00 and authorize the County Administrator to sign.

**SUMMARY/JUSTIFICATION:**

In Inyo, Mono, and Alpine Counties, many of the services and programs to address homelessness are provided through our federally-designated Continuum of Care (CoC), known as the Eastern Sierra CoC. This MOU to redirect Inyo County's HHAP-2 allocation to the Eastern Sierra CoC builds upon our redirection of HHAP-1 funds, which are being used to fund a variety of programs including rapid rehousing, rental assistance, landlord incentives, street outreach, and eventually to be combined with other funds for a crisis navigation center. We propose to build on the HHAP-1 programs to continue this critical work addressing homelessness through the CoC.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to redirect the allocation to the CoC. Inyo County staff would need to build our own homelessness programs and submit a full application to pull down the funds before January 23, 2021.

**OTHER AGENCY INVOLVEMENT:**

Eastern Sierra CoC

**FINANCING:**

N/A

**ATTACHMENTS:**

1. HHAP Round 2 Allocation Redirect

**APPROVALS:**

Meaghan McCamman  
Darcy Ellis  
Melissa Best-Baker  
Marshall Rudolph  
Amy Shepherd  
Meaghan McCamman

Created/Initiated - 1/13/2021  
Approved - 1/13/2021  
Approved - 1/13/2021  
Approved - 1/13/2021  
Approved - 1/13/2021  
Final Approval - 1/13/2021

**Memorandum of Understanding between the County of Inyo and the Eastern Sierra Continuum of Care to Redirect Inyo County’s Homeless Housing, Assistance, and Prevention Program Round 2 Allocation**

**WHEREAS**, the Homeless Housing, Assistance and Prevention Round 2 Program (HHAP-2) grant is a \$300 million block grant program authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020) and signed into law by Governor Gavin Newsom on June 29, 2020; and

**WHEREAS**, HHAP-2 is designed to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional response to reduce and end homelessness; and

**WHEREAS**, the Homeless Coordinating and Financing Council (HCFC) has awarded \$250,000.00 to the Eastern Sierra Continuum of Care (CoC) and an additional \$72,340.00 to Inyo County to address homelessness; and

**WHEREAS**, HCFC allows eligible applicants, including cities, counties, and CoCs to redirect their allocation to another city, county, or CoC that serves the same region in lieu of directly applying for their program allocation; and

**WHEREAS**, we believe that a combined and coordinated effort between Inyo County and the Eastern Sierra CoC will increase our ability to serve the target population and reduce duplicative effort;

**NOW, THEREFORE**, it is hereby agreed by and between the partners as follows:

1. Inyo County will formally redirect their entire HHAP-2 allocation of \$72,340.00 to the Eastern Sierra CoC.
2. Redirected funds shall be used within Inyo County or to provide regional housing or services that serve the population of Inyo County.
3. The Eastern Sierra CoC shall clearly identify the intended use of the redirected funds in their program application.
4. The Eastern Sierra CoC shall comply with all HHAP-2 expenditure deadlines and the entire Inyo County program allocation shall be contractually obligated by May 31, 2023.

We, the undersigned, have read and agree with this MOU.

By \_\_\_\_\_  
Clint Quilter, County Administrative Officer

Date \_\_\_\_\_

By \_\_\_\_\_  
Susi Bains, Chair Eastern Sierra CoC

Date \_\_\_\_\_





# County of Inyo

## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Cathreen Richards

**SUBJECT:** U.S. DOE Certification

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#### RECOMMENDED ACTION:

Request Board:

- A) certify that \$23,778.95 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- B) authorize the Chairperson to sign the certification; and,
- C) direct Staff to submit the certification to the U.S. Department of Energy.

#### SUMMARY/JUSTIFICATION:

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2016, monies were expended by Inyo County which had been previously provided to the County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85). This year's expenditures are lower than last year's, as funds were used to replace the plotter that had been purchased for the Yucca Mountain office last year. Most of the 2019-2020 expenditures were for the County's hydrological consultants to review the US Geological Survey's new flow model for the Amargosa and Death Valley regions as it pertains to potential groundwater issues related to the Yucca Mountain Repository project.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Inyo County is recognized as an Affected Unit of Local Government (AULG). The Yucca Mountain Repository Assessment Office is funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget #620605.

**ATTACHMENTS:**

1. 2020 Certification of Funds
2. Yucca Mountain 2019-2020 expenditures

**APPROVALS:**

Cathreen Richards	Created/Initiated - 1/4/2021
Darcy Ellis	Approved - 1/5/2021
Cathreen Richards	Approved - 1/6/2021
Amy Shepherd	Approved - 1/7/2021
Marshall Rudolph	Final Approval - 1/7/2021

**CERTIFICATION OF EXPENDITURE OF FUNDS  
FOR FEDERAL FISCAL YEAR 2020**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2020 in the amount \$23,778.95 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

It is further certified that none of the funds were: (1) used directly or indirectly to influence legislative action on any matter pending before Congress or a State legislature or for lobbying activity in violation of 18 U.S.C. 1913; (2) used for litigation expenses; or (3) used to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Nuclear Waste Policy Act of 1982, Public Law 97-425, and the Act.

BY: \_\_\_\_\_  
Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors  
Date

ATTEST: \_\_\_\_\_  
Darcy Ellis, Board Clerk  
Date

U.S. Department of Energy  
Kimberly.Petry@Nuclear.Energy.gov

# Yucca Mtn - 620605

Federal Fiscal Year 2019/2020

Name	Object Code	Amount
Retiree Health Benefits	5025	\$4,270.80
External Charges	5124	\$2,194.59
Internal Shredding Charge	5128	\$89.00
Internal Copy Charges	5129	\$0.07
Office & Other	5232	\$66.74
Professional Charges	5265	\$17,731.00
General Operating	5311	\$101.71
County Cost Plan Refund	5315	-\$830.00
Motor Pool	5333	\$155.04
		<b>\$23,778.95</b>



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Ashley Helms

**SUBJECT:** Approval of the Right of Entry for the North Round Valley Road Bridge Replacement Project

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**RECOMMENDED ACTION:**

Request Board approve the Right of Entry between the County of Inyo and the Los Angeles Department of Water and Power for temporary construction and laydown areas and construction of rock slope protection for the North Round Valley Road Bridge Replacement Project, and authorize the Director of Public Works to sign.

**SUMMARY/JUSTIFICATION:**

On North Round Valley Road, Inyo County has a an existing road Right of Way (ROW) of 60 feet from the damaged bridge over Pine Creek north to the intersection of Birchim Lane; and a prescriptive road easement of 40 feet from the bridge south to the intersection of Pine Creek Road.

For the construction of the North Round Valley Road Bridge Replacement Project, the contractor will need access to additional area for staging, dewatering during in-stream work and for the construction of the rock slope protection that will prevent future erosion around the bridge structure. The Los Angeles Department of Water and Power (LADWP) is the surrounding land owner.

Inyo County hired Bender Rosenthal Inc. to complete an appraisal of the required temporary construction access and permanent easement areas. Public Works submitted plat maps, legal descriptions and the appraisal, which determined the easements have a value of \$1,000, to LADWP.

Due to the long lead time for permanent ROW acquisition, which requires approval by the Los Angeles City Council, the LADWP Real Estate Office prepared a Right of Entry document. This document allows the project to move forward this winter, although it does have an element of risk, as includes the wording that the "Right of Entry and the permission herein given may be revoked by LADWP at any time without cause for any reason or no reason at all by the giving of 180 days' written notice to Permittee."

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the Right of Entry, and direct staff to complete the permanent ROW acquisition prior to construction of the project. This is not recommended, as it will delay the high priority project for approximately one year.

**OTHER AGENCY INVOLVEMENT:**

Los Angeles Department of Water and Power

**FINANCING:**

The Right of Entry fee of \$150, and the eventual permanent ROW purchase of \$1,000 will be paid from the Road Budget (034600), Object Code 5717 (North Round Valley Road). The costs are eligible for partial reimbursement by the California Office of Emergency Services.

**ATTACHMENTS:**

1. ROE Pine Creek Bridge

**APPROVALS:**

Ashley Helms	Created/Initiated - 12/17/2020
Darcy Ellis	Approved - 12/23/2020
Ashley Helms	Approved - 1/11/2021
Breanne Nelums	Approved - 1/11/2021
Michael Errante	Approved - 1/11/2021
Marshall Rudolph	Approved - 1/11/2021
Amy Shepherd	Approved - 1/11/2021
Ashley Helms	Approved - 1/11/2021
Michael Errante	Final Approval - 1/11/2021



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners  
Cynthia McClain-Hill, President  
Susana Reyes, Vice President  
Jill Banks Barad  
Mia Lehrer  
Nicole Neeman Brady  
Susan A. Rodríguez, Secretary

Martin L. Adams, General Manager and Chief Engineer

January 11, 2021

Mr. Michael Errante, P.E.  
Inyo County Director of Public Works  
168 N. Edwards Street  
Independence, CA 93526

Dear Mr. Errante:

Subject: Right of Entry for Bridge No. 48C004 - Pine Creek Bridge

Enclosed are three copies of a Right of Entry granting the County of Inyo permission to enter City of Los Angeles property and commence construction of its *North Round Valley Road Bridge Replacement Project*, located in Bishop, Inyo County, California.

If the Right of Entry meets with your approval, please sign and return two copies to Los Angeles Department of Water and Power, 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. After the Right of Entry has been approved, a fully executed copy will be returned to you.

If you have any questions, please contact Mr. Donald S. McGhie at (760) 873-0248, or by e-mail at [donald.mcghie@ladwp.com](mailto:donald.mcghie@ladwp.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'AP', with a long horizontal flourish extending to the right.

Adam Perez  
Manager of Aqueduct

DSM:bs  
Enclosures  
c: Mr. Donald S. McGhie

## RIGHT OF ENTRY

The LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) hereby gives permission to the COUNTY OF INYO (hereinafter Permittee) to enter that certain real property owned by the City of Los Angeles (City), and under the management and control of LADWP, identified as Temporary Construction Laydown and Staging Areas No. 1 and No. 2, and more particularly described in Attachment 1, attached hereto and made a part hereof (hereinafter referred to as "Property"), for the purposes of construction laydown and staging and the construction of rock slope protection in connection with the Permittee's *North Round Valley Road Bridge Replacement Project* (Project), and

WHEREAS, Permittee is requesting (1) permission from LADWP to temporarily access and use the Property for the Project, and (2) to acquire permanent easements from the City as identified in Attachment 2 for the Project, and whereby the parties have agreed to only grant the above temporary permission for construction laydown and staging purposes and the construction of rock slope protection on City Property, subject to approval by the LADWP Board of Water and Power Commissioners (Board) and the Los Angeles City Council for the sale of an easement to Permittee for the Project.

WHEREAS, LADWP may convey an interest in real property only with the express written permission of the Board and the Los Angeles City Council; and

WHEREAS, Permittee requests to enter the Property to commence construction activities and requests this Right of Entry to keep the Project on schedule prior to the Board and City Council's consideration of easement rights, assuming all risks associated with such advance entry, including the risk that the Board or City Council may not approve the sale of the real property rights and interests to Permittee, that this Right of Entry may be revoked, and that Permittee may be required to remove all improvements and restore the Property to its original condition at its sole cost and expense; and

WHEREAS, Permittee is in compliance with the California Environmental Quality Act (CEQA) Guidelines Sections 15070-15075 (MND previously adopted). In accordance with CEQA, a Mitigated Negative Declaration (MND) was prepared by the Permittee to analyze the impacts associated with the Project. On January 20, 2020, the Inyo County Planning Department approved the Project and filed a Notice of Determination.

WHEREAS, LADWP finds that (1) the Property is not presently needed for Departmental purposes and (2) the grant of this Right of Entry will not interfere with Departmental purposes.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, permission is given subject to the following conditions:

1. Permission: This Right of Entry shall not imply or confer any greater right or permission than LADWP has or can hereby lawfully give. Permittee's use of the Property shall be limited to the Project described herein and for



no other purpose. Permittee will at all times exercise the permission herein given in such manner as will not interfere with LADWP's use of the Property for the purpose for which it is held, not inconsistent with the rights herein granted.

- 1.1. **Temporary Access:** The Property shall only be used for access, temporary construction laydown and staging purposes, and the construction of rock slope protection necessary for the Project. Care shall be taken to minimize the disturbance to groundcover and other vegetation on the Property and surrounding area. Permittee shall be responsible to restore the Property and surrounding area to the satisfaction of LADWP upon expiration or termination of this Right of Entry.
2. **Fee(s):** Permittee shall pay to LADWP a fee of \$150 for this Right of Entry covering the construction laydown and staging area identified in Attachment No. 1. Further, Permittee agrees to pay an additional \$1,000 for the requested easement identified in Attachment No. 2 should LADWP Board and City Council approve the sale of an easement. The \$1,000 fee will be due 60 days after City Council approval.
3. **Term:** This Right of Entry shall commence upon full execution of this agreement and (1) for construction laydown and staging purposes, terminate within two (2) years of the date of execution of this Right of Entry, or upon the date of completion of the Project, whichever event occurs first, and (2) for the construction and placement of rock slope protection on the Property, terminate within five (5) years of the date of execution of this Right of Entry, or upon sale of an easement to Permittee, whichever event occurs first, unless sooner terminated in accordance with this Right of Entry.
4. **Termination:** Regardless of the manner or duration of use or occupancy of the Property by Permittee, and regardless of the character of any work done or improvements made therein or thereon by Permittee, this Right of Entry and the permission herein given may be revoked by LADWP at any time without cause for any reason or no reason at all by the giving of 180 days' written notice to Permittee. Furthermore, this Right of Entry and the permission herein given may be immediately revoked by LADWP in the event of any failure or refusal on the part of Permittee to comply with or perform any of the terms or conditions herein. Failure by LADWP to revoke this Right of Entry for noncompliance with or nonperformance of the terms or conditions by Permittee shall not constitute a waiver of such rights or any of the terms or conditions herein.
5. **Restoration:** Upon expiration or any termination of this Right of Entry, Permittee will be responsible for removing all improvements and restoring the Property to the satisfaction of LADWP. If LADWP determines that restoration has not been completed, LADWP may restore the Property

entirely at the risk and sole cost and expense of the Permittee. LADWP will bill the Permittee for the full cost for said restoration and Permittee shall promptly pay LADWP for such restoration costs.

6. Compliance with Laws: All work done, pursuant to the terms of this Right of Entry, shall be done in accordance with all applicable federal, state, local, or municipal laws, ordinances, statutes, permits, and regulations governing such work; and the provisions of such laws, ordinances, statutes, permits, and regulations are, by reference, made a part hereof as though incorporated verbatim herein. Furthermore, at Permittee's expense, Permittee shall be responsible for obtaining all required permits and environmental reviews necessary to use the Property under this Right of Entry.
7. Insurance: Permittee shall furnish LADWP with evidence of insurance that conforms to the insurance requirements contained in the enclosed *Contract Insurance Requirements*, hereto and made a part hereof, which specifically outlines the types and amounts of coverage required for this permission. An Accord Certificate 25 evidencing coverage shall be sent to the Department of Water and Power's Risk Management section at the following address:

Los Angeles Department of Water and Power  
Risk Management Section  
P.O. Box 51111, Room 465  
Los Angeles, CA 90051-0100  
(213) 367-4007

LADWP acknowledges Permittee's Self-Insured Status and accepts this status in lieu of commercial policies of insurance, and in satisfaction of all insurance requirements set forth below. Permittee will submit to LADWP a Statement of its Self-Insured Status. LADWP's acceptance of Permittee's Self-Insured Status in no way affects or limits its obligations as stated in the Indemnification clause of this Right of Entry.

8. Eminent Domain; Relocation: Nothing in this Right of Entry shall in any way constrain or be interpreted to waive any rights LADWP may have to object or put forth any defenses or challenges to any action to condemn the Property. Permittee acknowledges that it is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other provisions of law upon the expiration or termination of this Right of Entry.
9. Assignment and Subletting: Permittee shall not assign, or otherwise transfer all or any part of its interest in this Right of Entry or the Property without the prior written consent of LADWP.
10. Water and Water Rights: There is excepted from this Right of Entry and reserved to the City all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights

appurtenant or in anywise incident to the lands or real property covered by this Right of Entry, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.

Unless otherwise stated herein, the Permittee shall have no rights or entitlement to develop, take, transport, control, regulate, or use any water, whether surface, subsurface, or of any other kind, or infringe on the water rights of the City.

11. Notices: Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To LADWP:  
Real Estate Section  
300 Mandich Street  
Bishop, California 93514-3449

To Permittee:  
Inyo County Public Works Department  
168 N. Edwards Street  
Independence, California 93526

Or to such other address as LADWP and Permittee may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this section.

12. Indemnity:

12.1. Permittee has inspected the Property, knows the condition thereof, and on behalf of itself and its officers, employees, agents, sub-permittees, contractors and sub-contractors of any tier undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of its officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "LADWP Indemnitees"), and at the option of the LADWP, defend by counsel satisfactory to the LADWP, the LADWP Indemnitees from and against any and all liens and claims of liens, suits, causes of action, claims, administrative proceedings, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, including but not limited to costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs or losses of any kind or nature whatsoever that are incurred by or asserted against the

LADWP Indemnitees, for death, bodily injury or personal injury to any person, including but not limited to Permittee's officers, employees, sub-permittees, contractors and sub-contractors of any tier, customers, invitees and agents, or persons who enter onto the Property, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incidental to, or connected in any manner to:

- 1) this Right of Entry;
- 2) the Property covered under this Right of Entry;
- 3) the acts or omissions of Permittee or its officers, employees, sub-permittees, contractors and sub-contractors of any tier, agents, or invitees;
- 4) relating directly or indirectly to the release or spill of any legally designated hazardous material or waste, resulting from or incident to the presence upon or performance of activities by Permittee or its officers, agents, employees, contractors or sub-contractors of any tier with respect to any property covered under this Right of Entry, regardless of any negligence on the part of the LADWP Indemnitees; except for the sole negligence or willful misconduct of LADWP.

This indemnity shall apply whether occurring during the term of this Right of Entry and any time thereafter, and shall be in addition to any other rights or remedies which the LADWP Indemnitees have under law or under this Right of Entry.

13. Costs: All work in connection with this permission and construction of the Project described herein shall be done without cost or liability to LADWP and Indemnitees.
14. Surrender of Premises: Permittee shall be responsible, to the extent caused by or introduced onto the Property by Permittee, for any and all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, or imposing liability or standards of conduct concerning any pollutant, contaminant, hazardous waste or hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act (15 USCS §§2601 et seq.); the Hazardous Materials

Transportation Act (49 USCS §§5101 et seq.); the Federal Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§9601 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§651 et seq.); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§25249.5 et seq.); and the Porter-Cologne Water Quality Control Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to any pollutant, contaminant, hazardous waste or hazardous substances on, under, or about the premises, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.

15. City of Los Angeles Ordinance Provisions:

- 15.1. Non-Discrimination: During the term of this permission, Permittee shall not discriminate in its employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age disability, marital status, domestic partner status, or medical condition. Any subcontracts shall contain a like nondiscrimination clause. The applicable provisions of Executive Order No. 11246 of September 24, 1965; Part 60-741 of 41 CFR pertaining to handicapped workers, including 60-741.4 Affirmative Action Clause; and Sections 10.8 to 10.13 of the Los Angeles Administrative Code pertaining to nondiscrimination in employment in the performance of City contracts are incorporated herein by reference and made a part hereof as if they were fully set forth herein.
- 15.2. Affirmative Action Plan: Permittee shall have, as per Los Angeles Administrative Code Section 10.8.4, an Affirmative Action Plan on file with the Director of Corporate Purchasing Services. Permittee's plan shall be submitted on LADWP's form, available from the Director of Corporate Purchasing Services.
- 15.3. Child Support Assignment Orders: Permittee shall comply with Section 10.10, of the Los Angeles Administrative Code. LADWP requires all permittees and their subcontractors entering into a contract with LADWP to comply with all reporting requirements and court-ordered wage earning assignments.

- 15.4. Service Contractor Worker Retention Ordinance and Living Wage Ordinance: Under provisions of Section 10.36 et seq., and Section 10.37 et seq. of the Los Angeles Administrative Code, all employers (except where specifically exempted) under contracts primarily for the furnishing of services to or for LADWP and that involve an expenditure in excess of \$25,000 and a contract term of at least three months; leases; use permits, licenses; or, certain recipients of LADWP financial assistance, shall comply with all applicable provisions of the Ordinances. LADWP shall have the authority, under appropriate circumstances, to terminate the contract and otherwise pursue legal remedies that may be available, if LADWP determines that the subject contractor or financial recipient violated the provisions of the referenced Code Section.
- 15.5. Equal Benefits Ordinance: This permission is subject to Section 10.8.2.1 of the Los Angeles Administrative Code related to equal benefits to employees. Permittee agrees to comply with the provisions of Section 10.8.2.1.
- 15.6. Equal Employment Practices Ordinance: This permit is subject to Section 10.8.3 of the Los Angeles Administrative Code related to equal employment practices. Permittee agrees to comply with the provisions of Section 10.8.3.
- 15.7. Slavery Disclosure Ordinance: This permission is subject to the applicable provisions of the Slavery Disclosure Ordinance (SDO) Section 10.41, et seq., of the Los Angeles Administrative Code. Unless otherwise exempt in accordance with the provisions of this Ordinance, Permittee certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, LADWP has the authority, under appropriate circumstances, to terminate this permission and otherwise pursue legal remedies that may be available to LADWP if it determines that Permittee failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.
- 15.8. Prevailing Wages:
- 15.8.1. To the extent applicable, Permittee shall pay or cause to be paid to all workers employed in connection with the construction of the improvements, not less than the prevailing rates of wages, as provided in the statutes applicable to City public work contracts, including without limitation Sections 1770-1780 of the California Labor Code.
- 15.8.2. If federal funds were at any time used in the acquisition of this land or will be used in connection with the construction of any

improvements, Permittee shall comply with or cause its general contractor and all subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et. seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010). In the event both State Prevailing wages and Davis-Bacon Act wages will be required; all works shall be paid at the higher of the two wages.

15.8.3. Prior to the commencement of construction, and as soon as practicable in accordance with the applicable Schedule of Performance, Permittee shall contact the City to schedule a preconstruction orientation meeting with Permittee and with the general contractor to explain such matters as the specific rates of wages to be paid to workers in connection with the construction of the improvements, preconstruction conference requirements, record keeping and reporting requirements necessary for the evaluation of Permittee's compliance with this section.

15.8.4. Permittee shall monitor and enforce any applicable prevailing wage requirements imposed on its contractors and subcontractors, including withholding payments to those contractors or subcontractors who violate these requirements. In the event that Permittee fails to monitor or enforce these requirements against any contractor or subcontractor, Permittee shall be liable for the full amount of any underpayment of wages, plus costs and attorney's fees, as if Permittee was the actual employer, and the City or the State Department of Industrial Relations may withhold monies owed, may impose penalties on

Permittee in the amounts specified herein, may take action directly against the contractor or subcontractor as permitted by law, and/or may declare Permittee in default of this permission and thereafter pursue any of the remedies available under this permission.

15.8.5. Permittee agrees to include, or cause to be included, the above provisions in all bid specifications for work covered under this permission.

15.8.6. Permittee shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the Indemnitees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Permittee, its contractor and subcontractors) to pay prevailing wages as determined pursuant

to California Labor Code Sections 1720 et seq. and implementing regulation or comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and implementing regulations of the State Department of Industrial Relations in connection with construction of the improvements or any other work undertaken or in connection with the permission. This indemnity shall apply whether occurring during the term of this permission and any time thereafter, and shall be in addition to any other rights or remedies which Indemnitees have under law or under this permission. This section and the obligations herein, shall survive the expiration or earlier termination of this permission.

- 15.9. Amendments to Ordinances and Codes: The obligation to comply with the aforementioned Ordinances and Los Angeles Administrative Code Sections, which have been incorporated into this permission by reference, shall extend to any amendments, which may be made to those Ordinances and Administrative Code Sections during the term of this permission.
- 16. Governing Law and Venue: This Right of Entry shall be interpreted, governed by, and construed under the laws of the State of California and venue shall lie in the County of Los Angeles.
- 17. No Third-Party Beneficiaries: The parties do not intend to create rights in or grant remedies to any third party as a beneficiary of this Right of entry or the permission granted herein, or of any duty, covenant, obligation, or undertaking established under this Right of Entry.
- 18. Executed in Counterpart: This Right of Entry may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

The person executing this Right of Entry hereby represents and warrants that they are duly authorized by the party or entity they represent to execute this Right of Entry on behalf of the party or entity.

By execution of this Right of Entry, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Right of Entry.

PERMITTEE

Date: \_\_\_\_\_ By: \_\_\_\_\_



The person executing this Right of Entry hereby represents and warranties that they are duly authorized by the party or entity they represent to execute this Right of Entry on behalf of the party or entity.

By execution of this Right of Entry, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Right of Entry.

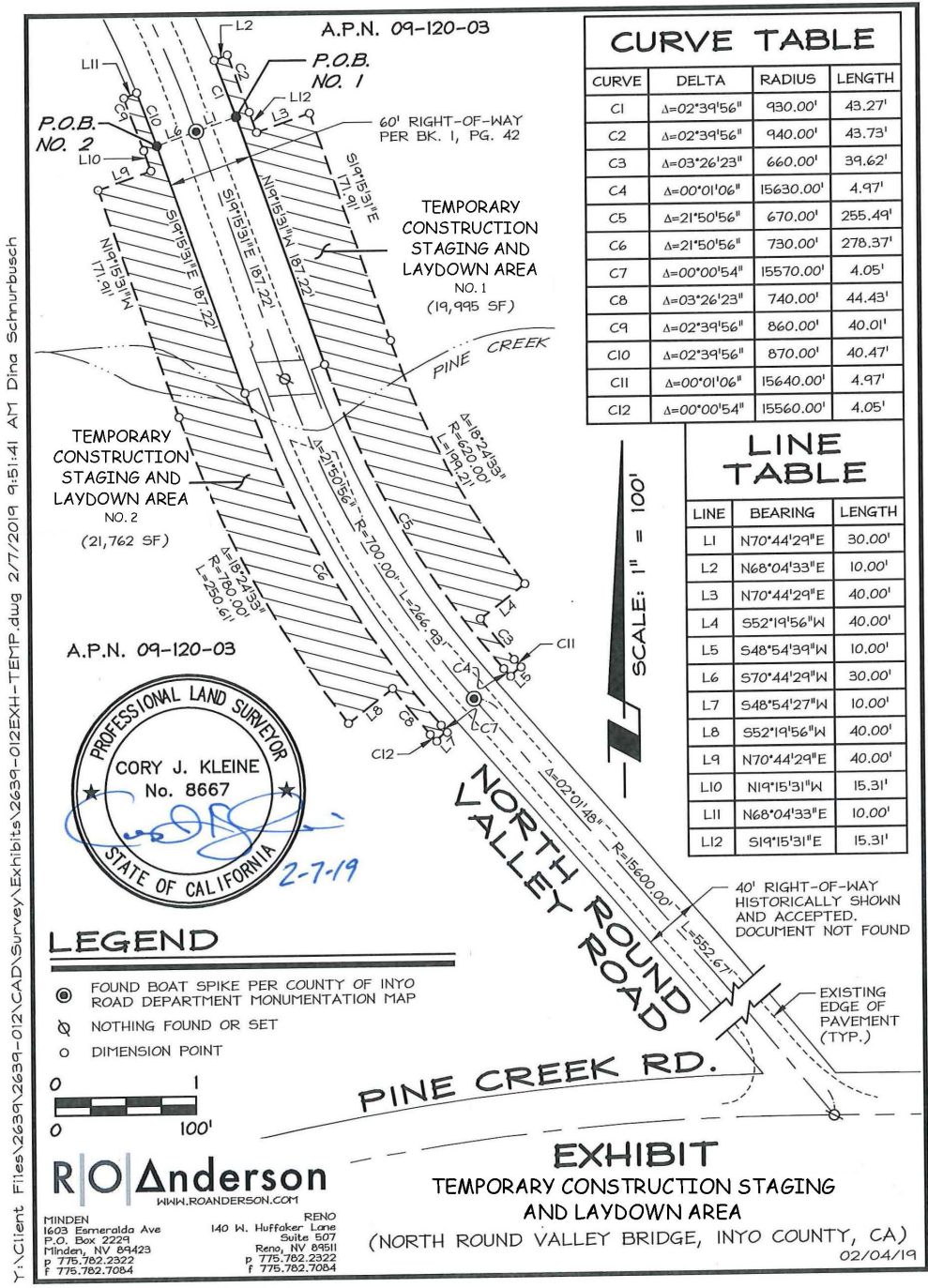
DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

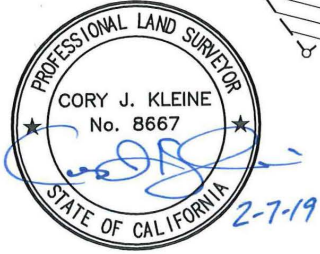
Date: \_\_\_\_\_

And: \_\_\_\_\_  
SUSAN A. RODRIGUEZ  
Board Secretary

# Attachment 1



Y:\Client Files\26399\26399-012\CAD\Survey\Exhibits\26399-012EXH-TEMP.dwg 2/7/2019 9:51:41 AM Dina Schnurbusch



**LEGEND**

- ⊙ FOUND BOAT SPIKE PER COUNTY OF INYO ROAD DEPARTMENT MONUMENTATION MAP
- ⊘ NOTHING FOUND OR SET
- DIMENSION POINT

0 100'

**RO Anderson**  
 WWW.ROANDERSON.COM

MINDEN 1603 Esmeralda Ave P.O. Box 2224 Minden, NV 89423 P 775.782.2322 F 775.782.7084

RENO 140 W. Huffaker Lane Suite 507 Reno, NV 89511 P 775.782.2322 F 775.782.7084

**EXHIBIT**  
 TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREA  
 (NORTH ROUND VALLEY BRIDGE, INYO COUNTY, CA)  
 02/04/19

**DESCRIPTION  
NORTH ROUND VALLEY ROAD  
TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREAS  
(OVER A.P.N. 09-120-03)**

All that real property situate in the County of Inyo, State of California, described as follows:

TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREA NO. 1:

A strip of land for temporary construction purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December 2003;

thence North 70°44'29" East, 30.00 feet to a point on the easterly line of a sixty-foot (60') right-of-way of said North Round Valley Road per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42, the POINT OF BEGINNING;

thence along said easterly right-of-way line of North Round Valley Road, along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 930.00 feet, central angle of 02°39'56", arc length of 43.27 feet, and chord bearing and distance of North 20°35'29" West, 43.26 feet;

thence North 68°04'33" East, 10.00 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 940.00 feet, central angle of 02°39'56", arc length of 43.73 feet, and chord bearing and distance of South 20°35'29" East, 43.73 feet;

thence South 19°15'31" East, 15.31 feet;

thence North 70°44'29" East, 40.00 feet;

thence South 19°15'31" East, 171.91 feet;

thence along the arc of a curve to the left, having a radius of 620.00 feet, central angle of 18°24'33" and arc length of 199.21 feet;

thence South 52°19'56" West, 40.00 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 660.00 feet, central angle of 03°26'23", arc length of 39.62 feet, and chord bearing and distance of South 39°23'15" East, 39.62 feet;

thence along the arc of a reverse curve to the right, having a radius of 15,640.00 feet, central angle of 00°01'06" and arc length of 4.97 feet;

thence South 48°54'39" West, 10.00 feet;

thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 15,630.00 feet, central angle of 00°01'06", arc length of 4.97 feet, and

chord bearing and distance of North 41°05'54" West, 4.97 feet;  
thence along the arc of a reverse curve to the right, having a radius of 670.00 feet, central angle of 21°50'56" and arc length of 255.49 feet to a point on said easterly right-of-way line of North Round Valley Road;  
thence along said easterly right-of-way line of North Round Valley Road, North 19°15'31" West, 187.22 feet to the POINT OF BEGINNING, containing 19,995 square feet, more or less.

**TOGETHER WITH:**

**TEMPORARY CONSTRUCTION STAGING AND LAYDOWN AREA NO. 2:**

A strip of land for temporary construction purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

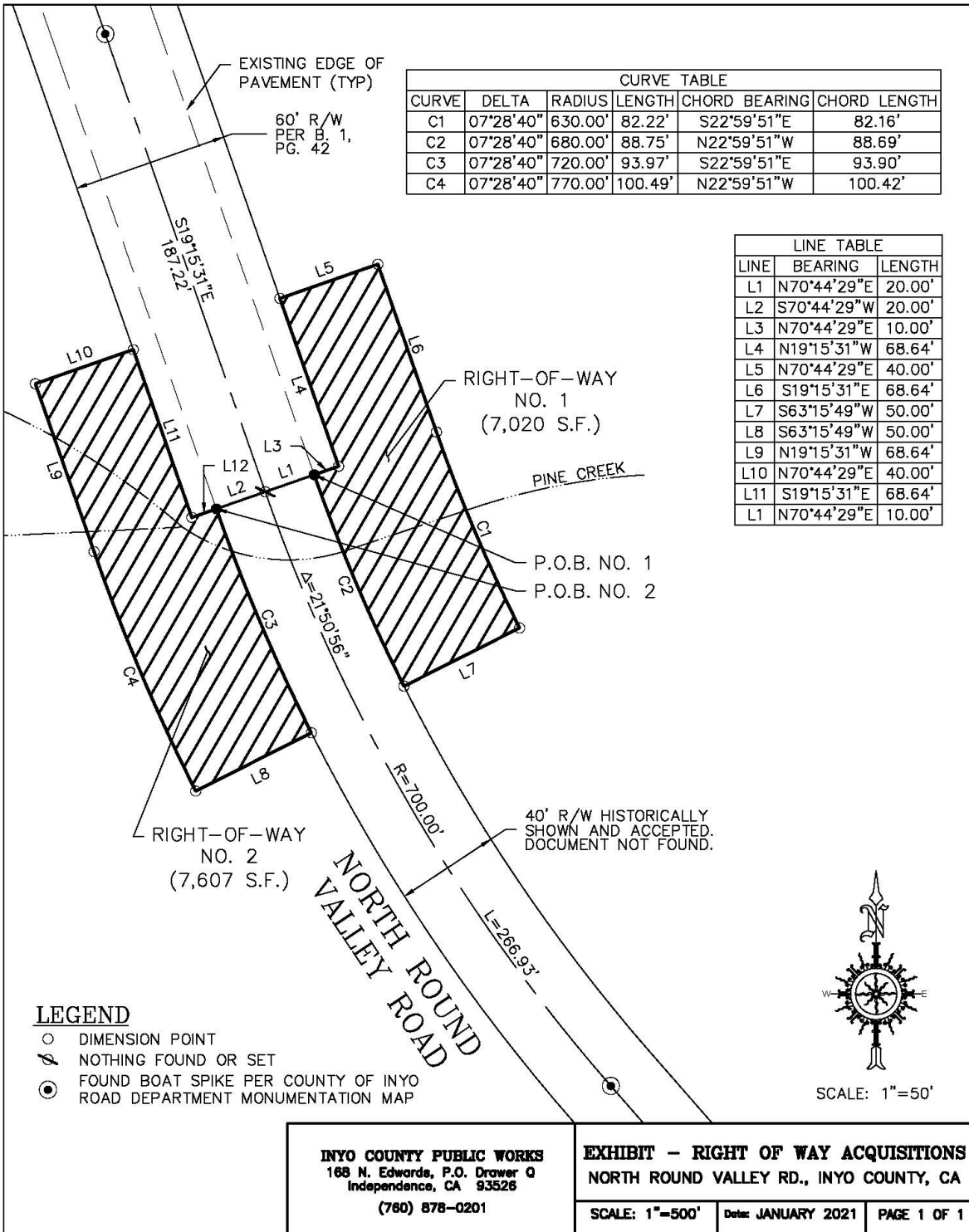
COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December 2003;  
thence South 70°44'29" West, 30.00 feet to a point on the westerly line of a sixty-foot (60') right-of-way of said North Round Valley Road per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42, the POINT OF BEGINNING;  
thence along said westerly right-of-way line of North Round Valley Road South 19°15'31" East, 187.22 feet;  
thence along the arc of a curve to the left, having a radius of 730.00 feet, central angle of 21°50'56" and arc length of 278.37 feet;  
thence along the arc of a reverse curve to the right, having a radius of 15,570.00 feet, central angle of 00°00'54" and arc length of 4.05 feet;  
thence South 48°54'27" West, 10.00 feet;  
thence along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 15,560.00 feet, central angle of 00°00'54", arc length of 4.05 feet, and chord bearing and distance of North 41°06'00" West, 4.05 feet;  
thence along the arc of a reverse curve to the right, having a radius of 740.00 feet, central angle of 03°26'23" and arc length of 44.43 feet;  
thence South 52°19'56" West, 40.00 feet;  
thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 780.00 feet, central angle of 18°24'33", arc length of 250.61 feet, and chord bearing and distance of North 28°27'47" West, 249.54 feet;  
thence North 19°15'31" West, 171.91 feet  
thence North 70°44'29" East, 40.00 feet  
thence North 19°15'31" West, 15.31 feet;  
thence along the arc of a curve to the left, having a radius of 860.00 feet, central

angle of  $02^{\circ}39'56''$  and arc length of 40.01 feet;  
thence North  $68^{\circ}04'33''$  East, 10.00 feet to a point on said westerly right-of-way line of North Round Valley Road;  
thence along said westerly right-of-way line of North Round Valley Road, along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 870.00 feet, central angle of  $02^{\circ}39'56''$ , arc length of 40.47 feet, and chord bearing and distance of South  $20^{\circ}35'29''$  East, 40.47 feet to the POINT OF BEGINNING, containing 21,762 feet, more or less.

The Basis of Bearing of these descriptions is NAD83, California Coordinate System, Zone 4 per Record of Survey No. 04-005 filed for record April 2, 2008 in the office of Recorder, Inyo County, California in Book 17, Pages 46-51.

Prepared By: R.O. ANDERSON ENGINEERING, INC.  
Cory J. Kleine, P.L.S. 8667  
P.O. Box 2229  
Minden, Nevada 89423





CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	07°28'40"	630.00'	82.22'	S22°59'51"E	82.16'
C2	07°28'40"	680.00'	88.75'	N22°59'51"W	88.69'
C3	07°28'40"	720.00'	93.97'	S22°59'51"E	93.90'
C4	07°28'40"	770.00'	100.49'	N22°59'51"W	100.42'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N70°44'29"E	20.00'
L2	S70°44'29"W	20.00'
L3	N70°44'29"E	10.00'
L4	N19°15'31"W	68.64'
L5	N70°44'29"E	40.00'
L6	S19°15'31"E	68.64'
L7	S63°15'49"W	50.00'
L8	S63°15'49"W	50.00'
L9	N19°15'31"W	68.64'
L10	N70°44'29"E	40.00'
L11	S19°15'31"E	68.64'
L12	N70°44'29"E	10.00'

**LEGEND**

- DIMENSION POINT
- ∅ NOTHING FOUND OR SET
- FOUND BOAT SPIKE PER COUNTY OF INYO ROAD DEPARTMENT MONUMENTATION MAP



SCALE: 1"=50'

<b>INYO COUNTY PUBLIC WORKS</b> 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201	<b>EXHIBIT - RIGHT OF WAY ACQUISITIONS</b> NORTH ROUND VALLEY RD., INYO COUNTY, CA	
	SCALE: 1"=500'	Date: JANUARY 2021

**DESCRIPTION  
NORTH ROUND VALLEY ROAD  
RIGHT-OF-WAY ACQUISITIONS  
(OVER A.P.N. 09-120-03)**

All that real property situated in the County of Inyo, State of California, described as follows:

**RIGHT-OF-WAY NO. 1:**

A strip of land for right-of-way purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December, 2003;  
thence along said centerline, South 19°15'31" East, 187.22 feet to a point of curve, said point falling on the southerly line of an existing sixty-foot (60') right-of-way per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42;  
thence along said southerly line, North 70°44'29" East, 20.00 feet to the northeasterly terminus of an existing forty-foot (40') right-of-way as historically shown and accepted by Inyo County, said point being the TRUE POINT OF BEGINNING;  
thence continuing along said southerly line of an existing sixty-foot (60') right-of-way, North 70°44'29" East, 10.00 feet to the southeasterly terminus of said sixty-foot (60') right-of-way;  
thence along the easterly line of said existing sixty-foot (60') right-of-way, North 19°15'31" West, 68.64 feet;  
thence North 70°44'29" East, 40.00 feet;  
thence South 19°15'31" East, 68.64 feet;  
thence along the arc of a curve to the left, having a radius of 630.00 feet, central angle of 07°28'40" and arc length of 82.22 feet;  
thence South 63°15'49" West, 50.00 feet;  
thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 680.00 feet, central angle of 07°28'40", arc length of 88.75 feet, and chord bearing and distance of North 22°59'51" West, 88.69 feet to the POINT OF BEGINNING, containing 7,020 square feet, more or less.

**TOGETHER WITH:**

**RIGHT-OF-WAY NO. 2:**

A strip of land for right-of-way purposes located within a portion of Section 17, Township 6 South, Range 31 East, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at a found boat spike on the centerline of North Round Valley Road, station 340+19.62 (point of curve) per the unrecorded map of the Final Monumentation on North and South Round Valley Roads Resurfacing Project for the County of Inyo Road Department dated December, 2003;

thence along said centerline, South 19°15'31" East, 187.22 feet to a point of curve, said point falling on the southerly line of an existing sixty-foot (60') right-of-way per the Deed filed for record January 13, 1889 in the office of Recorder, Inyo County, California, in Book 1, at Page 42;

thence along said southerly line, South 70°44'29" West, 20.00 feet to the northwesterly terminus of an existing forty-foot (40') right-of-way as historically shown and accepted by Inyo County, said point being the TRUE POINT OF BEGINNING;

thence along the westerly right-of-way line of said North Round Valley Road, along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 720.00 feet, central angle of 07°28'40", arc length of 93.97 feet, and chord bearing and distance of South 22°59'51" East, 93.90 feet;

thence South 63° 15'49" West, 50.00 feet;

thence along the arc of a curve to the right, non-tangent to the preceding course, having a radius of 770.00 feet, central angle of 07°28'40", arc length of 100.49 feet, and chord bearing and distance of North 22°59'51" West, 100.42 feet;

thence North 19°15'31" West, 68.64 feet;

thence North 70°44'29" East, 40.00 feet to a point on the westerly line of said existing sixty-foot (60') right-of-way of North Round Valley Road;

thence along said westerly line of an existing sixty-foot (60') right-of-way, South 19°15'31" East, 68.64 feet to the southwesterly terminus of said sixty-foot (60') right-of-way;

thence along said southerly line of said sixty-foot (60') right-of-way, North 70°44'29" East, 10.00 feet to the POINT OF BEGINNING, containing 7,607 square feet, more or less.

The Basis of Bearing of these descriptions is NAD83, California Coordinate System, Zone 4 per Record of Survey No. 04-005 filed for record April 2, 2008 in the office of Recorder, Inyo County, California in Book 17, Pages 46-51.





# County of Inyo



## Planning Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Cathreen Richards

**SUBJECT:**

---

**RECOMMENDED ACTION:**

Request Board receive a presentation from Jason Pelletier, Land Program Director for the Nature Conservancy, California Chapter, regarding the Conservancy's property purchase in the southeast county area known as Chicago Valley.

**SUMMARY/JUSTIFICATION:**

The Pacific Flyway Conservation grant that was submitted to the Wildlife Conservation Board from the Nature Conservancy to obtain property in Chicago Valley (as previously presented to the Board) has been withdrawn.

The Nature Conservancy is purchasing the property without the grant. The property is in the southeast part of the County located about 6-miles to the east of Shoshone (Map attached). A single 40-acre parcel has already been purchased by the Nature Conservancy that is adjacent to the parcels proposed for purchase. It was most currently owned by David Suculla, who had proposed to develop a cannabis cultivation project on it. The total acquisition of property is about 1,000 acres that has been owned by Charles Sorrells for many years.

The Conservancy is buying this land for the goal of wildlife habitat, open space and groundwater protection. There is a mesquite bosque on this land that is part of the largest intact block of mesquite in the eastern Mojave Desert. It provides habitat to local flora and fauna as well as for migrating birds. The Nature conservancy is also buying this property to prevent future development that may require groundwater use. This is, in part, in reaction to the cannabis cultivation project proposed on David Sucullo's 40-acre parcel. The Conditional Use Permit application for cannabis cultivation has been withdrawn.

Based on information provided for by the County Tax Assessor, property taxes will still be required to be paid by The Nature Conservancy, a non-profit organization. The taxes will be assessed based on the purchase price. If The Nature Conservancy donates the land to a Federal agency such as the Bureau of Land Management, it will no longer be subject to property taxes.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

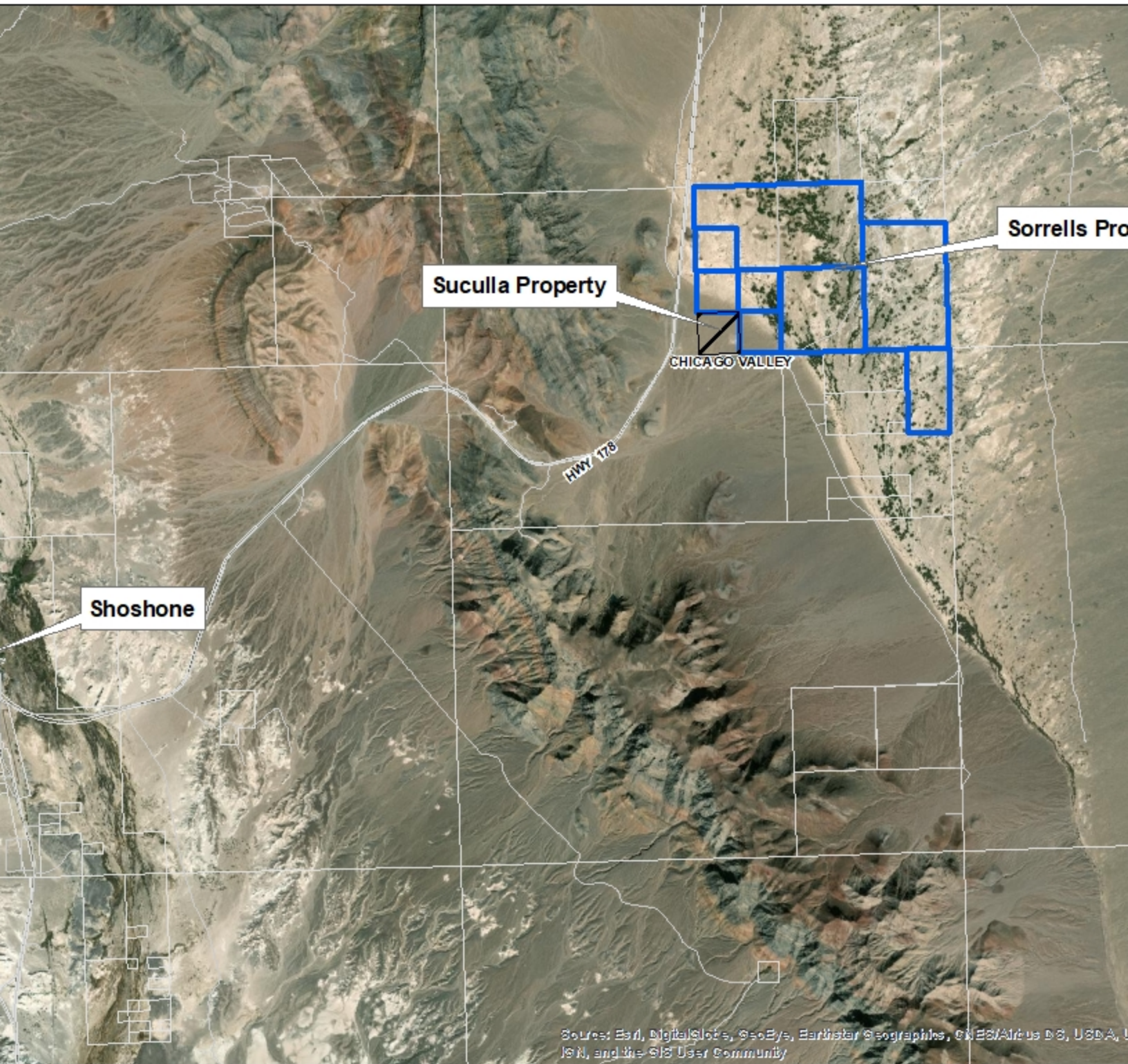
**ATTACHMENTS:**

1. Vicinity Map

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 1/4/2021  
Approved - 1/5/2021  
Final Approval - 1/6/2021



Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Supervisor Griffiths, Supervisor Tothoroh

**SUBJECT:** Sustainable Recreation and Ecosystem Management Program Resolution (SREMP)

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**RECOMMENDED ACTION:**

Request Board approve proposed Resolution No. 2021-11, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Authorizing the Eastern Sierra Council of Governments to Commence a Program of Work to Be Known as the 'ESCOG: Sustainable Recreation and Ecosystem Management Program,'" and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

On January 7, 2020, member agencies of the Eastern Sierra Council of Governments (ESCOG), including Mono County, Inyo County, the City of Bishop, and the Town of Mammoth Lakes entered into a Joint Powers Agreement forming the ESCOG Joint Powers Authority (ESCOG JPA). The agreement empowers the ESCOG JPA to act a separate entity from each member agency for the purpose of identifying funding sources and applying for and receiving funding for the implementation of programs of regional impacts with approval from each member agency, in addition to continuing to provide a forum for discussion and planning for regional issues.

October 16, 2020, the Eastern Sierra Council of Governments ("ESCOG") adopted a resolution creating and describing a program of work to be known as the "ESCOG: Sustainable Recreation and Ecosystem Management Program" (SREMP) (See Attachment A Exhibit A).

The SREMP Resolution authorizes the ESCOG JPA to undertake actions to support regional sustainable recreation projects, such as writing and accepting grants for region-wide projects impacting regional sustainable recreation projects, or projects addressing ecosystem management, such as fire preparedness. The SREMP further authorizes the ESCOG JPA to retain contractors and hire staff; make recommendations about project feasibility, and enter into long term agreements. However, the ESCOG JPA is not empowered to incur debt that is not otherwise secured by the Program's identified revenue. The representatives of the four member agencies will return to their respective governing bodies to secure support for necessary approvals.

The ESCOG SREMP approval will support and build upon the work accomplished by the Prop 68 Sierra Nevada Conservancy (SNC) Grant funded Sustainable Tourism Recreation Initiative, which among other actions, has acted to establish the Eastern Sierra Sustainable Recreation Partnership soliciting broad regional public input and planning for regionally significant sustainable recreation projects and the Prop 68 SNC funded Eastern Sierra Climate and Communities Resilience Project. The SREMP will empower the ESCOG JPA to seek funding for implementation from the Great American Outdoors Act and the State and California and USDA Forest Service Agreement for Shared Stewardship of California's Forests and Rangelands, as well as other future funding

opportunities, for which the ESCOG JPA was intended.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may decline to approve the SREMP Resolution, or direct ESCOG staff to return with additional information.

**OTHER AGENCY INVOLVEMENT:**

The SREMP Resolution authorizes certain work to be conducted by the ESCOG, which consists of representation from Inyo County, Mono County, the City of Bishop, and the Town of Mammoth Lakes.

**FINANCING:**

There are no fiscal impacts associated with adopting the Resolution.

**ATTACHMENTS:**

1. 2020-03 Resolution Adopting SREMP EXECUTED
2. SREMP Authorizing Resolution\_Inyo County

**APPROVALS:**

Darcy Ellis  
Marshall Rudolph  
Clint Quilter

Created/Initiated - 1/14/2021  
Approved - 1/14/2021  
Final Approval - 1/14/2021

# Exhibit A

## **RESOLUTION NO. 20-03**

**RESOLUTION OF THE EASTERN SIERRA COUNCIL OF GOVERNMENTS  
TO ESTABLISH A PROGRAM OF WORK TO BE KNOWN AS THE “ESCOG:  
SUSTAINABLE RECREATION AND ECOSYSTEM MANAGEMENT PROGRAM”  
AND TO SEEK APPROVAL FROM MEMBER AGENCIES FOR THIS WORK**

WHEREAS, the natural splendors and the natural resources of the Eastern Sierra are unique in the world, and the four member agencies of the Eastern Sierra Council of Governments are committed stewards of her many wonders and are humbled to call this unique place home; and

WHEREAS, the natural splendors and the natural resources of the Eastern Sierra make possible sustainable recreation and sustainable tourism activities that are the foundation of the cultures and economies of the four member agencies of the Eastern Sierra Council of Governments; and

WHEREAS, ecosystem management in the context of this resolution can be considered to be the deliberate management of forests and other vegetation assemblages to achieve desired benefits, such as reduced risk of wildfire, for the natural and human communities of the Eastern Sierra; and

WHEREAS, on July 19, 2018 and inspired by management planning efforts on the Inyo National Forest, 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, formalized a non-funded Challenge Cost-Share Agreement establishing the Eastern Sierra Sustainable Recreation Partnership, a public-public partnership “...to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities”; and

WHEREAS, the following Eastern Sierra jurisdictions have subsequently voted to join the Eastern Sierra Sustainable Recreation Partnership: Alpine County, California on August 20, 2019; the City of Bishop, California on September 9, 2019; and Inyo County, California October 8, 2019; and

WHEREAS, on March 7, 2019, the Sierra Nevada Conservancy’s Governing Board, an agency of the State of California, authorized \$618,750 of Proposition 68 funds for the “The Eastern Sierra Sustainable Recreation Partnership: Sustainable Recreation and Tourism Initiative.” The Governing Board’s action demonstrated a first of its kind and pioneering investment in California’s rural outdoor recreation economy and the natural resources that make it possible; and

WHEREAS, on October 21, 2019, the final Record of Decision for the Inyo National Forest Management Plan was signed, one of the first U.S. Forest Management Plans in the nation to be completed under the requirements of the 2012 Planning Rule, and informed by regional efforts such as the Eastern Sierra Recreation Collaborative supported by the National Forest Foundation; and

WHEREAS, on November 22, 2019, the National Park Service Rivers, Trails and Conservation Assistance Program awarded a grant to "...to convene, facilitate and report on a gathering of the superintendents of the above-identified NPS units (Death Valley National Park, Devils Postpile National Monument, Manzanar National Historic Site, Sequoia & Kings Canyon National Parks and Yosemite National Park) and to determine their willingness, either as individual units or as a group, to join the Eastern Sierra Sustainable Recreation Partnership and to work with local communities to benefit America's public-lands experience in Eastern California"; and

WHEREAS, on January 30, 2020, the Sierra Nevada Conservancy's Regional Forest and Fire Capacity Program (RFFCP) authorized \$179,300 in CCI funds for work in Mono, Inyo and Alpine Counties to develop a regional priority plan to improve ecosystem health and fire resiliency and build capacity and provide technical assistance consistent with recommendations of the California Forest Carbon Plan, of which the foremost regional priority project, the "Eastern Sierra Climate and Communities Resilience Project" is already underway; and

WHEREAS, on March 5, 2020 and in recognition of the escalating hazard that wildfire poses to mountain communities and their associated economic dependence on recreational opportunities, the Sierra Nevada Conservancy's Governing Board, an agency of the State of California, authorized \$339,534 of Forest Health Proposition 1 and Proposition 68 funds for "The Eastern Sierra Climate and Communities Resilience Project", an early and pro-active planning effort encompassing approximately 55,000 acres on Inyo National Forest lands surrounding the Town of Mammoth Lakes in Mono and Madera counties that will foster stakeholder involvement, define project goals and objectives, identify long term needs for success at this scale, develop proposed actions, and build support for a landscape-scale planning and implementation project that will result in forest health and fuels reduction treatments across the project's 55,000-acre planning area, thereby prioritizing forest health as a fundamental component of sustainable recreation in the region; and

WHEREAS, on May 18, 2020, the U.S. Endowment for Forestry and Communities and the National Forest Foundation awarded \$150,000 for the "Inyo National Forest (California/Nevada) Campgrounds Business Plan" one of ten national awards to support the development of finance models as part of the "Innovative Finance for National Forests Grant Program" that seeks to leverage private sector capital to support resilience of the National Forest System and surrounding lands which, in collaboration with Quantified Ventures, will develop



a business plan that evaluates needs for campgrounds, identifies potential sources of funding through cost-sharing partnerships, and proposes finance options to address an estimated \$70 million funding gap for campground upgrades in California's recreation rich Eastern Sierra; and

WHEREAS, on August 4, 2020, the Great American Outdoors Act was signed into law, which will "...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..." all of which are of interest to the Eastern Sierra; and

WHEREAS, on August 12, 2020, the State of California and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region, entered into an "Agreement for Shared Stewardship of California's Forests and Rangelands," citing multiple mutual benefits including specifically healthy forests and Sustainable Recreation that are interdependent interests of the Eastern Sierra, including: "...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"; and,

WHEREAS, on February 14, 2020, Eastern Sierra Council of Governments convened as a Joint Powers Authority for the first time and elected its officers including Stacy Corless of Mono County as Chair and Karen Schwartz of the City of Bishop as Vice Chair; and

WHEREAS, during the fire season of 2020, California and the Eastern Sierra endured an oppressive fire season of unprecedented severity exacerbated by climate change, during which, and according to CALFIRE, wildfires acres burned have more than doubled the previous State record of 1.7 million acres set in 2018 and contain therein three of the top five largest wildfires in State history, underscoring the reality that climate adaptation actions are needed now in order to steward healthy forests that provide irreplaceable ecosystem services and sustain the vibrant recreation economy of the Eastern Sierra; and

WHEREAS, beginning in the early months of calendar year 2021, a number of opportunities will come forward from the aforementioned efforts that may specifically benefit residents of the Eastern Sierra and their visitors and for which the Eastern Sierra Council of Governments and its Joint Powers Authority were uniquely intended.

NOW, THEREFORE, BE IT RESOLVED by the Eastern Sierra Council of Governments as follows:

That a program to be known as the “ESCOG: Sustainable Recreation and Ecosystem Management Program” be established and pursued by the Eastern Sierra Council of Governments using its Joint Powers Authority.

That the ESCOG: Sustainable Recreation and Ecosystem Management Program shall seek to integrate responsible Ecosystem Management, natural resources conservation, sustainable outdoor recreation, and economic development using the best available science and in such a way as to strengthen and inspire all communities in the Eastern Sierra in their pursuits of resilience and sustainability through the functional alignment of partner agencies in pursuit of identified projects.

That, in carrying out these activities, the ESCOG: Sustainable Recreation and Ecosystem Management Program shall be empowered to apply for, pursue, and administer grants and other sources of revenue from state, federal, private, ESCOG member agency, and civic sources to finance projects; retain contractors and hire staff; make recommendations about project feasibility and implementation; enter into long term contracts; engage in any actions already authorized by the ESCOG Joint Powers Agreement including the securing of appropriate levels of insurance; and take any other actions reasonably related to its pursuit of the above mentioned activities, provided, however, that the ESCOG Sustainable Recreation and Ecosystem Management Program shall not be authorized to incur debt that is not otherwise secured by the Program’s identified revenue.

That representatives of the four ESCOG jurisdictions return to their respective governing bodies to seek and secure support for the necessary approvals from each member agency for the ESCOG to pursue this important work.

That the legal counsel for the ESCOG work with member agency’s staff to draft appropriate agenda items to either approve or deny the ESCOG’s pursuit of this important program consistent with the authorities already retained by the ESCOG.

APPROVED AND ADOPTED THIS 16th day of October 2020.

ATTEST:

  
\_\_\_\_\_  
ANGELA PLAISTED, Clerk



\_\_\_\_\_  
STACY CORLESS, Chair

STATE OF CALIFORNIA        )  
COUNTY OF MONO            )  
TOWN OF MAMMOTH LAKES)        ss.

I, ANGELA PLAISTED, Assistant Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 2020-03 adopted by the Eastern Sierra Council of Government Joint Powers Authority at a meeting thereof held on the 16<sup>th</sup> day of October 2020, by the following vote:

AYES:                   Chair Stacy Corless, Vice Chair Karen Schwartz and Board Members  
                              Bob Gardner, Lynda Salcido, John Wentworth, Jeff Griffiths, Dan Totheroh  
                              and Jim Ellis

NOES:                   None

ABSENT:                None

ABSTAIN:               None

DISQUALIFICATION:   None

  
\_\_\_\_\_  
ANGELA PLAISTED, Assistant Clerk

Attachment A

**RESOLUTION NO. 20-\_\_**

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO COMMENCE A PROGRAM OF WORK TO BE KNOWN AS THE 'ESCOG: SUSTAINABLE RECREATION AND ECOSYSTEM MANAGEMENT PROGRAM'

**WHEREAS**, on October 16, 2020, the Eastern Sierra Council of Governments ("ESCOG") adopted Resolution 20-03, attached hereto as Exhibit A, creating and describing a program of work to be known as the "ESCOG: Sustainable Recreation and Ecosystem Management Program" ("SREMP"); and

**WHEREAS**, pursuant to the Joint Powers Agreement Establishing ESCOG, ESCOG must seek approval of its Member Agencies to undertake various activities, such as: accepting grants, funds, or other services from the state or federal government (section 3.01); identifying and applying for funding sources (section 2.02); and conducting region-wide functions (section 2.01).

**WHEREAS**, given that the SREMP, as described in Exhibit A, will likely involve activities that require authorization of the Member Agencies, ESCOG is therefore requesting that Inyo County Board of Supervisors empower ESCOG to undertake the SREMP.

**NOW, THEREFORE, BE IT RESOLVED** by the Inyo County Board of Supervisors as follows

1. That the ESCOG is authorized to create, participate in, and carry out the SREMP, as it is described in Exhibit A.
2. That, in order to carry out the SREMP, the ESCOG is specifically empowered to apply for, pursue, and administer grants and other sources of revenue from state, federal, private, ESCOG member agency, and civic sources to finance projects; to retain contractors and hire staff; to make recommendations about project feasibility and implementation; to enter into long term contracts; to engage in any actions already authorized by the ESCOG Joint Powers Agreement including the securing of appropriate levels of insurance; and to take any other actions reasonably related to its pursuit of the SREMP, as it is described in Exhibit A.

APPROVED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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Chair

ATTEST:

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Clerk



# County of Inyo



## Board of Supervisors

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Supervisor Griffiths, Supervisor Roeser, Supervisor Kingsley

**SUBJECT:** Appointment of Second, Fourth and Fifth Supervisorial District Planning Commissioners

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**RECOMMENDED ACTION:**

Request Board appoint Planning Commissioners to represent the Second, Fourth, and Fifth Supervisorial Districts.

**SUMMARY/JUSTIFICATION:**

Second, Fourth and Fifth District Planning Commissioners Kate Morley, Scott Stoner and Scott Kemp's terms have expired. Ms. Morley and Mr. Kemp have sent letters of interest to be re-appointed. Mr. Stoner does not want to continue on the Planning Commission.

Interest has been expressed from Ms. Callie Peek for the Fourth District Planning Commission appointment. Pursuant to Inyo County Code Section 2.40.020, appointments to the Planning Commission shall be proposed by each supervisor from citizens residing in their specific District. The Fourth District Supervisor has interviewed the respective candidate and is nominating her for appointment to the vacant Planning Commission seat.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Regarding the appointment process for the Planning Commission, County Code Section 2.40.020 states: "One nominee shall be proposed by each supervisor from the citizens residing in his or her district and the chair shall appoint the nominees with the approval of the board of supervisors."

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not appoint/re-appoint the Commissioners; this is not recommended as these appointments are currently expired and it is necessary to fill the positions to optimize the Commission's operations. The Board could also reject the applicant and direct staff to resolicit letters of interest; this is not recommended as the applicants appear qualified, and attracting qualified candidates in the past, at times, has been challenging.

**OTHER AGENCY INVOLVEMENT:**

Planning Commission and Planning Department. Numerous other agencies are affected through the actions of the Commission.

**FINANCING:**

Resources from the general fund are generally utilized to operate the Commission, although some costs are

offset through fees.

**ATTACHMENTS:**

1. Kate Morley
2. Scott Kemp
3. Callie Peek

**APPROVALS:**

Darcy Ellis  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 1/14/2021

Approved - 1/14/2021

Final Approval - 1/14/2021

**Darcy Ellis**

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**From:** Kate Morley <XXXXXXXXXXXXXXXXXX>  
**Sent:** Tuesday, December 29, 2020 10:31 AM  
**To:** Darcy Ellis  
**Cc:** Cathreen Richards  
**Subject:** Reappointment to the Planning Commission

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hi Darcy,

Hope you are having a nice holiday season.

I would like to continue serving as a Planning Commissioner, and so am writing to say that I am interested in being reappointed for another term. If you need something more formal - a letter, etc - just let me know.

Thanks,

Kate

--

**Kate Morley**

MSc Health, Community and Development  
London School of Economics and Political Science  
XXX XXX-XXXX



## Darcy Ellis

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**From:** Scott Kemp <XXXXXXXXXXXXXXXX>  
**Sent:** Sunday, December 20, 2020 7:42 PM  
**To:** Darcy Ellis  
**Subject:** Reappointed to Planning Commission

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hello Darcy,

I would like to be reappointed to the planning commission. I guess I was supposed to just email to let you know.

Thanks,  
Scott Kemp

Sent from [Mail](#) for Windows 10

## Darcy Ellis

---

**From:** Callie Peek <XXXXXXXXXXXX>  
**Sent:** Wednesday, December 30, 2020 11:23 AM  
**To:** Darcy Ellis  
**Subject:** County Planning Commission

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

Hi Darcy,

I hope you had a nice Christmas. I was hoping to apply for they District 4 Planning Commission seat. I talked to Paula and she said you were the contact for the application. My number is [XXX XXX-XXXX](tel:XXX-XXX-XXXX) if we need to talk.

Thanks,  
Callie

Sent from [Mail](#) for Windows 10



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Director of Public Works

**SUBJECT:** Appointment to Southern Inyo Airport Advisory Committee

---

**RECOMMENDED ACTION:**

Request the Board re-appoint Mr. Neil Woodruff to complete an unexpired four-year term ending June 1, 2023 to the Southern Inyo Airport Advisory Committee. *(Notice of Vacancy resulted in one request for re-appointment being received from Mr. Woodruff.)*

**SUMMARY/JUSTIFICATION:**

The Southern Inyo Airport Advisory Committee is comprised of eight members appointed by the Board of Supervisors. Three terms are currently filled; one term is vacant and expires June 1, 2023; four terms are vacant and expired on June 1, 2020. The vacancies were advertised according to your Board's appointment policy, resulting in one request for re-appointment being received from Mr. Neil Woodruff.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could elect not to fill the position. This is not recommended as the applicant has expressed interest in serving on the committee and is qualified to do so.

**OTHER AGENCY INVOLVEMENT:**

Clerk of the Board

**FINANCING:**

The Airport Advisory Committee members are volunteers and receive no monetary compensation. There are no other costs to the County associated with filling the vacant position aside from the costs of advertising the vacancies.

**ATTACHMENTS:**

1. Neil Woodruff Request for Reappointment

**APPROVALS:**

Darcy Ellis

Created/Initiated - 1/14/2021

Darcy Ellis  
Michael Errante

Approved - 1/14/2021  
Final Approval - 1/14/2021

**From:** Neil Woodruff [XXXXXXXXXXXXXXXXXXXX]  
**Sent:** Wednesday, December 9, 2020 9:51 AM  
**To:** Darcy Ellis  
**Subject:** SIAAC

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

To whom it may concern,

I believed I had been appointed to the Southern Inyo Airport Advisory Committee for four years. Upon learning that my term had expired June 1. I would like to ask for reappointment as I believe that there is much to be completed at the Lone Pine/Death Valley Airport. A side note; does this mean that we had not achieved a quorum the last meeting?

Yours  
Neil Woodruff



# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Office of the Sheriff

**SUBJECT:** Approval of the Drug Enforcement Administration (DEA) Domestic Cannabis Eradication/Suppression Grant

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$25,000 for the period of October 1, 2020 through September 30, 2021, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The US Drug Enforcement is again offering local law enforcement agencies grants for cannabis eradication and suppression. Over the last couple of years, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. The 2021 grant award is \$25,000. The grant award will be used for flight time, equipment, and overtime. The DEA grant will enhance the Inyo Narcotic Teams ability to detect, identify, and apprehend suspects involved in illicit cannabis cultivation. In a change from prior years, the DEA will now be reimbursing Inyo County Sheriff once expenses have been incurred as opposed to upfront funding.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Deny the grant and use existing county funds for cannabis enforcement. Staff does not recommend this action. General funds are limited and other grant funding for cannabis suppression has not been identified.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The DEA federal funding is paid in arrears once expenses have been incurred and approved by the DEA. The approved \$25,000 of federal funds are designed to augment local law enforcement efforts to eradicate/suppress domestic cannabis.

The funds will be budgeted in the FY 2020/2021 and FY 2021/2022 Domestic Cannabis Eradication/Suppression Budget Unit # 671507.

Reimbursement payments are transferred as an ACH payment from USDEA to the County Treasury.

**ATTACHMENTS:**

1. 2021 Inyo County Sheriff's Department Letter of Agreement
2. 2021 Additional Letter of Agreement Documentation

**APPROVALS:**

Riannah Reade	Created/Initiated - 12/15/2020
Darcy Ellis	Approved - 12/15/2020
Riannah Reade	Approved - 12/15/2020
Marshall Rudolph	Approved - 12/15/2020
Amy Shepherd	Approved - 12/15/2020
Jeffrey Hollowell	Final Approval - 12/15/2020



**U.S. Department of Justice  
Drug Enforcement Administration**

[www.dea.gov](http://www.dea.gov)

Springfield, Virginia 22152

Agreement Number 2021-20

This Letter of Agreement (LOA) is entered into between the **INYO COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as (**THE AGENCY**), and the DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, in reference to the following:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of California*.
  - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
  - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.



- f. **MANDATORY requirement for *THE AGENCY* to utilize the Web-based DEA internet Capability Endeavor(DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
  - g. Submit electronically the signed “State/Local Agency DCESP Monthly Accounting Form” (DEA DCE/SP monthly expenditure report) with a copy of ***THE AGENCY’s*** general ledger to the DEA Regional Contractor. If applicable, attached an invoice reflecting the expenditures for equipment in excess of \$2,500.00, which was previously approved by DEA Headquarters, and the expenses associated with the rental of leasing of vehicles or aircraft. When overtime is claimed the officer’s name, date worked, hours worked, and rate of pay are REQUIRED. NOTE: Monthly “zero expenditures” are also required.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, e, f, and g of paragraph one (¶1) shall be accomplished with existing personnel, and that the scope of ***THE AGENCY’s*** program with respect to those activities by such personnel shall be solely at ***THE AGENCY’s*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g., equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.
  3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)** for the period of October 1, 2020 to September 30, 2021, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of “ditch weed”.

***THE AGENCY*** understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication

activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY**'s presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e., time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA. *[Agency Initials \_\_\_]*

**All** purchases of equipment, supplies and other resources must be requested in writing, **through** the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. *[Agency Initials \_\_\_]* Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. *[Agency Initials \_\_\_\_\_]* All requests for purchases must be received in HQ/ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of “supplies” as defined in 2 C.F.R. § 200.314 (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.313), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment as defined at 2 C.F.R. § 200.313 (tangible, non-expendable personal property having a useful life of more than one year and an

acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payments by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. No funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure will be documented on the September (FINAL) DCESP Monthly Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements With State and Local Governments), OMB **Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and **OMB Circular A-133** (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non- Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse [erd.fac@census.gov](mailto:erd.fac@census.gov) with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-21 (10/01/2020 through 09/30/2021)**).
10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing

licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.

11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; 1) Electronic Funds Transfer Memorandum; 2) Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the 3) Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31<sup>st</sup>.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A “+4 extension” to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867). **Second, THE AGENCY** must then register with SAM via the internet SAM [www.sam.gov](http://www.sam.gov). Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

**Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.**

***THE AGENCY*'s** current DUNS No. is \_\_\_\_\_ .

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued December 2020.

**INYO COUNTY SHERIFF'S OFFICE**

Printed Name & Signature: \_\_\_\_\_ **(Blue Ink Only)**

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

**DRUG ENFORCEMENT ADMINISTRATION**

Printed Name & Signature: \_\_\_\_\_ **(Blue Ink Only)**

Special Agent in Charge – San Francisco Field Division Date: \_\_\_\_\_

*SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.*

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION**

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2021/AFF-B-OP/OD/8210000/DEA-JLE/DCE: \_\_\_\_\_

UFMS Input Date: \_\_\_\_\_ DNC No. \_\_\_\_\_

DNO No. \_\_\_\_\_ DDP No. \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

*Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*



**U. S. Department of Justice**  
Drug Enforcement Administration  
Investigative Support Section (ODS)  
DEA Headquarters

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*www.dea.gov*

October 1, 2020

All Domestic Cannabis  
Eradication/Suppression Program (DCE/SP)  
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account: \_\_\_\_\_

Account Number: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address of Bank/Financial Institution: \_\_\_\_\_

Telephone Number of Bank/Financial Institution: \_\_\_\_\_

Contact Person of Bank/Financial Institution: \_\_\_\_\_

Bank/Financial Institution ABA Number: \_\_\_\_\_

State-Local Agency Name / LOA Number: \_\_\_\_\_

E-mail Address for Agency's Financial/  
Accounting Section for Transfer Notifications: \_\_\_\_\_

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Authorized Agency Representative (Name & Title)

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Signature of Authorized Agency Representative

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Date

Investigative Support Section (ODS)  
DEA Headquarters





U.S. Department of Justice  
Office of Justice Programs  
Office of the Comptroller

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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connec-

tion with a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

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Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

(BLUE INK ONLY)



## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, 14. approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number:



# County of Inyo



## County Administrator - Information Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Scott Armstrong

**SUBJECT:** Network Cabling Infrastructure Installation

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**RECOMMENDED ACTION:**

Request Board waive competitive bidding requirement and then ratify and approve 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, and authorize the Public Works Director or the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The network cabling infrastructure installation work is a critical part of the Consolidated Office Building construction project. The network cabling will allow computers, printers and other networked devices throughout the building to connect to the County's computer network to support the employees' computer-based work, as well as the Voice-over-IP telephone system.

This proposed purchase would utilize special pricing available to the County as a local government agency through the State of California's Multiple Award Schedule (CMAS). Under such circumstances, it is not in the public's interest to engage in competitive bidding, and waiving competitive bidding is authorized by the County's purchasing policies.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

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

**ATTACHMENTS:**

1. Ultra Link California Multiple Award Schedule
2. County of Inyo New Building Cabling
3. Commscope Warranty

**APPROVALS:**

Scott Armstrong	Created/Initiated - 1/13/2021
Darcy Ellis	Approved - 1/13/2021
Scott Armstrong	Approved - 1/13/2021
Michael Errante	Approved - 1/14/2021
Marshall Rudolph	Approved - 1/14/2021
Aaron Holmberg	Approved - 1/14/2021
Amy Shepherd	Final Approval - 1/14/2021

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

CMAS NUMBER:	<b>3-19-70-1981E</b>
SUPPLEMENT NO.:	N/A
CMAS TERM DATES:	4/10/2019 through 7/31/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<a href="#">March 15, 2018</a>
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	<a href="#">GS-35F-0505U</a>
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](http://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](http://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](mailto: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/](http://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](http://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:

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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](http://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](http://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](http://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](http://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](mailto: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](mailto: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](mailto: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](http://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, 2<sup>nd</sup> 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

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### 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.



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](http://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
	<b>Total Materials</b>	<b>58,406.09</b>
	<b>Tax 7.75%</b>	<b>4,526.47</b>
	<b>Total Labor/Travel/Per diem</b>	<b>128,560.00</b>
	<b>Total Quote</b>	<b>191,492.56</b>

- 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

COMMScope®

# CommScope Network Infrastructure System

25 Year Extended Product and Application Warranty  
("System Warranty")

# Terms and Conditions

**Extended Product Warranty.** CommScope warrants, for a period of twenty-five (25) years from the Certification Date (the “Warranty Period”), that Products in the Registered System shall be free from defects in materials or workmanship subject, to the terms and conditions below and the terms, conditions and limitations of CommScope’s Limited Product Warranty in effect at the date of sale (available at <http://www.commscope.com/Resources/Warranties/>).

**Application Warranty.** During the Warranty Period, the Registered System will meet or exceed the specifications set forth in the System Specification and support Applications as documented therein.

**System Warranty Requirements.** The System Warranty applies only to Products that are: (i) installed by an Authorized Partner, at the location listed on the System Warranty Certificate; (ii) installed in compliance with CommScope’s written design, engineering and installation procedures, and the specifications for the Application and the System Specification; (iii) designed, installed, and maintained in compliance with the applicable industry standards as set forth in the System Specification; (iv) not subject to conditions that exceed the individual Product Specification(s); (v) used at the original site of installation; (vi) tested pursuant to industry standards and applicable CommScope testing requirements and satisfactorily pass such tests; and (vii) not otherwise expressly excluded or invalidated under the System Warranty Terms and Conditions. To qualify for a System Warranty, all documents, including the prescribed System test results, must be submitted to CommScope for review within sixty (60) days of installation, and registration for the System Warranty must be applied for with CommScope within ninety (90) days from the date the installation is complete. CommScope, in its sole judgment, shall determine if the System Warranty Requirements have been met. CommScope’s approval of a System Warranty shall be evidenced by a numbered registration System Warranty Certificate issued by CommScope. In the event a System Warranty Certificate is issued and CommScope subsequently discovers that any of the System Warranty requirements were not met, then the System Warranty shall be void.

**Beneficiary and Warranty Transfer.** CommScope will only honor System Warranty claims made by the person or entity to which the System Warranty Certificate is issued. The System Warranty may, upon prior written approval from CommScope, be transferred to a successor in interest to the site where the Registered System was originally installed.

**Modifications.** Moves, repairs, alterations, additions, or changes to the Registered System (“Change(s)”) are only covered by the System Warranty if: (i) performed by an Authorized Partner; (ii) installed in compliance with CommScope’s written design, engineering and installation procedures, and the specifications for the Application and the System Specification, and (iii) designed, installed, and maintained in compliance with the applicable industry standards as set forth in the System Specification. Day-to-day administration and maintenance of the Registered System by the End-Customer will not void the System Warranty if performed in compliance with applicable CommScope system design and installation guidelines using CommScope approved products. All test results shall be sent for approval to CommScope along with a detailed description of the Change(s) and bill of materials within thirty (30) days of installation. If the Change(s) are approved, CommScope shall update the System Warranty registration to indicate the Change(s). Failure to comply with the foregoing relating to Change(s) shall void the System Warranty.

**Exclusions from Warranty and Limitations on Liability.** The “Exclusions from Warranty” and “Limitations on Liability” in the Limited Product Warranty shall apply to the System Warranty. The occurrence of an Exclusion from Warranty in the Limited Product Warranty shall void the System Warranty. The System Warranty shall also be void if any Product in the Registered System has been (i) removed from the original site of installation, (ii) altered, repaired or disassembled by a non-Authorized Partner, or (iii) exposed to, or has outside materials applied to it, including but not limited to paint, water, chemicals, solutions, cleaning supplies and lubricants (“Contamination”). End-Customer must notify an Authorized Partner or CommScope within 24 hours of any Contamination.

Outside Plant Cable is excluded from and will void the System Warranty when installed above ground and exposed to the outside environment, including but not limited to, an aerial installation. Outside Plant Cable installed underground, either by direct burial or in conduit, is not excluded from the System Warranty.

Failure of the End-Customer to submit any System Warranty claim to the authorized CommScope office as designated by CommScope within thirty (30) days following expiration of the System Warranty shall be an admission by the End-Customer and conclusive proof that the Registered System and Product(s) are in every respect as warranted and shall release CommScope and the Authorized Partner from any and all claims for damage or loss sustained by the End-Customer.

Any violation or non-compliance with the System Warranty Terms and Conditions will void the System Warranty.

**Remedies.** If during the Warranty Period, the End-Customer experiences problems with a Registered System or a Product in a Registered System (“Problem”) and suspects there is a potential warranty claim hereunder, the End-Customer must first reasonably investigate potential causes of the suspected Problem that are not CommScope related and reasonably determine that none of these potential causes were responsible for the Problem. Once the End-Customer reasonably believes that all non-CommScope causes for the Problem are ruled out, but in no event more than thirty (30) days after the End-Customer knew or should have known of the Problem, the End-Customer must contact the Authorized Partner that installed the Registered System to report the Problem. If the Authorized Partner is unable to resolve the Problem, then the Authorized Partner will contact CommScope and make a claim under the System Warranty for further investigation and resolution.

If CommScope determines that a Problem is due to a breach of the System Warranty, CommScope will repair or replace Product as CommScope deems necessary to correct the Problem, including the provision of reasonable labor and removal and reinstallation of such Product at CommScope’s discretion. CommScope shall only be responsible for costs that have received the prior written authorization of CommScope. If CommScope chooses to repair Product, CommScope may use new or reconditioned replacement parts. If CommScope chooses to replace Product, CommScope may replace with new or reconditioned products of the same or similar design. Any repair or replacement will be warranted for either (a) 90 days or (b) the remainder of the original Warranty Period, whichever is longer. If the Problem is found by CommScope or an Authorized Partner not to be related to a Product or any warranty exclusions, then End-Customer will be responsible for any costs incurred related to the Problem claim.

**Choice of Law.** The System Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The End-Customer acknowledges that as a condition to receiving the System Warranty, End-Customer unconditionally submits to the jurisdiction of the North Carolina state and federal courts. If any portion of the System Warranty is not enforceable due to local legal requirements, then such specific language shall be modified to meet local legal requirements consistent with CommScope’s intent.



# Definitions

The following definitions shall apply to the System Warranty:

**CommScope** shall mean CommScope Technologies LLC.

**Application** shall mean a standardized set of network technologies, protocols, and hardware for enabling communication over the prescribed System as documented by CommScope.

**Authorized Partner** shall mean a party that is certified by CommScope as a CommScope installation partner and that is in good standing with CommScope at the time of installation.

**Authorized Reseller** shall mean a party that is authorized in writing by CommScope to sell Products and that is in good standing with CommScope at the time of sale.

**Certification Date** shall mean the earlier of the registration date on the face of the System Warranty Certificate or the Original Installation Completion Date.

**End-Customer** shall mean the end-user who has the Products installed at its premises by an Authorized Partner.

**Original Installation Completion Date** shall mean the date that the Authorized Partner completed the installation and testing of the Registered System at the End-Customer's site being submitted for System Warranty eligibility.

**Outside Plant Cable** shall mean all cabling located between demarcation points in buildings, switching and data centers and the demarcation point in another such facility.

**Passive** shall mean signal-carrying components that exhibit no gain or contribute no energy.

**Product(s)** shall mean Passive products manufactured by CommScope that are contained in the bill of materials, for an end-to-end SYSTIMAX®, UNIPRISE®, or NETCONNECT® system, which were filed with the registration for the System Warranty and which were purchased from an Authorized Reseller.

**Product Specification** shall mean CommScope's published specification(s), in effect at the time of sale, which defines the optical and/or electrical capabilities of the individual Products.

**Registered System** shall mean the System designated on the System Warranty Certificate.

**System** refers to the end-to-end SYSTIMAX®, UNIPRISE®, or NETCONNECT® system, comprised entirely of Products approved by CommScope for the respective System and that meet all of the conditions in the "System Warranty Requirements" Section of these System Warranty Terms and Conditions.

**System Specification** shall mean CommScope's published specification(s) in effect at the time of sale, which describes the optical and/or electrical capabilities of the System as a whole.

**System Warranty** shall mean the Extended Product and Application Warranty.

**System Warranty Certificate** shall mean the certificate issued by CommScope evidencing CommScope's approval and issuance of a System Warranty and identifying the covered System.

**Precedence.** In the event of any conflict between the terms of the System Warranty and CommScope's Limited Product Warranty and/or a System Specification, the terms of the System Warranty shall control.



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BR-1110431-EN (06/18)



# County of Inyo



## Agricultural Commissioner

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** January 19, 2021

**FROM:** Nathan Reade

**SUBJECT:** Hearing on Appeal of Decision to Revoke Commercial Cannabis Business License 000142.

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**RECOMMENDED ACTION:**

Request Board: A) conduct a hearing on the revocation for non-payment of commercial cannabis business license number 000142 issued to Old Spanish Cannabis and Commerce Park, LLC, as requested in an appeal by the licensee; and B) make a determination based on the hearing to revoke or not revoke license number 000142.

**SUMMARY/JUSTIFICATION:**

Commercial cannabis business licenses that are delinquent due to non-payment of renewal fees by July 1 of each year are subject to revocation pursuant to Inyo County Code subsection 5.40.140(A)(2). Renewal fees had not been received from the owners of license number 000142, issued to Old Spanish Cannabis and Commerce Park, LLC by the renewal deadline for the 2020/2021 licensing period.

A letter of revocation was delivered to the owner of Old Spanish Cannabis and Commerce Park, LLC. A response was received from the owner requesting a hearing to appeal the decision to revoke the license pursuant to Inyo County Code section 5.40.150. This hearing was requested to be in front of your board.

This item requests your board hold this hearing as requested and make a judgement on the decision to revoke commercial cannabis business license 000142.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

Commercial cannabis business licenses that are delinquent due to non-payment of renewal fees by July 1 of each year are subject to revocation pursuant to Inyo County Code subsection 5.40.140(A)(2). On May 4, 2020, the Inyo County Commercial Cannabis Permit Office (C3PO) issued a letter indicating fees were due for this license by July 1, 2020 with an included invoice. On June 9, 2020, a second letter was issued again explaining fees were due by July 1, 2020 with a second invoice attached.

Correspondence was then issued on August 13, 2020, stating the intent of the C3PO to revoke license 000142. This letter was sent via certified mail and was rejected by the contact listed in the licensee's file as the point of contact. The letter was finally accepted by the owner after later attempts at the owners address. A formal request for a hearing to appeal the decision of the C3PO was then received by Inyo County Administration on November 1, 2020.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose to not hold this hearing, however, this would result in the status of this license being undetermined.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This item does not have significant fiscal consequences.

**ATTACHMENTS:**

1. 2020 Renewal Letter OSCCP - Redacted
2. Inyo County Commercial Cannabis Permitting Office 7376 - Redacted
3. 2020 2nd Renewal Letter OSCCP
4. 8-13-2020 Revocation Letter OSCCP
5. REQUEST TO APPEAL

**APPROVALS:**

Darcy Ellis	Created/Initiated - 1/14/2021
Darcy Ellis	Approved - 1/14/2021
Nathan Reade	Approved - 1/14/2021
Marshall Rudolph	Final Approval - 1/14/2021



# COUNTY OF INYO

COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

5/4/2020

Cannabis business licensee,

The Inyo County Commercial Cannabis Business Permit Office is now accepting renewals for the July 1, 2020 to June 30, 2021 permit period. Pursuant to Inyo County code section 5.40.060(D), fees must be paid by June 30 or your permit will become invalid and subject to revocation.

Annual fees will continue to be \$8,850 during the 2020-2021 permit period. The attached invoice contains information on how and where to submit your fees. Please note that all fees must be paid to the Inyo County Treasurer's Office as indicated on the invoice.

According to our files, the following information pertains to your business:

Business Entity Information			
Business Name(D.B.A.) <b>Old Spanish Cannabis and Commerce Park</b>	Physical Address <b>APN# 048-690-09</b>	City <b>Tecopa</b>	
Mailing Address [REDACTED]	City [REDACTED]	State <b>CA</b>	Zip Code [REDACTED]
Primary Phone Number [REDACTED]	Secondary Phone Number [REDACTED]	Email Address [REDACTED]	
Community Liaison <b>Kelly and Olivia Bradley</b>			
License Type <b>License Number 5G-001 – Cultivation &gt;5,000ft<sup>2</sup> (A&amp;M)</b>			
Ownership Information			
Name <b>Shannon Saccullo</b>		Percent Ownership <b>100%</b>	
Name		Percent Ownership	
Name		Percent Ownership	

If any of the above information is incorrect or has changed, you MUST fill out the attached Change Notification Form and return to our office.

Sincerely,

Nathan Reade  
Director, Inyo County Commercial Cannabis Permit Office

Treasurer of Inyo County  
PO Drawer O  
Independence, CA 93526

# Invoice

Date	Invoice #
6/1/2020	21

**Bill To**

Old Spanish Cannabis & Commerce Park  
Kelly & Olivia Bradley



Make Check Payable To:  
Treasurer of Inyo County  
Do Not Make Any Reference to  
"Cannabis"  
on Method of Payment

Remit Payment To:  
Treasurer of Inyo County  
PO Drawer O, Independence CA  
93526

Due Date
6/30/2020

Description	Amount
License Renewal 5G-001 Cultivation >5000sq ft 2020-2021	8,850.00

If you have any questions regarding your payment please call the Treasurer of Inyo County:  
(760) 878-0312

<b>Total</b>	<b>\$8,850.00</b>
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# COUNTY OF INYO

COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

6/9/2020

Cannabis business licensee,

The Inyo County Commercial Cannabis Business Permit Office is now accepting renewals for the July 1, 2020 to June 30, 2021 permit period. Pursuant to Inyo County code section 5.40.060(D), fees must be paid by June 30 or your permit will become invalid and subject to revocation.

Annual fees will continue to be \$8,850 during the 2020-2021 permit period. The attached invoice contains information on how and where to submit your fees. Please note that all fees must be paid to the Inyo County Treasurer's Office as indicated on the invoice.

According to our files, the following information pertains to your business:

Business Entity Information			
Business Name(D.B.A.) <b>Old Spanish Cannabis and Commerce Park</b>	Physical Address <b>APN# 048-690-09</b>	City <b>Tecopa</b>	
Mailing Address <b>28241 Crown Valley Parkway</b>	City <b>Laguna Niguel</b>	State <b>CA</b>	Zip Code <b>92677</b>
Primary Phone Number <b>949.542.0688</b>	Secondary Phone Number <b>949.214.5390</b>	Email Address <a href="mailto:shannongreen911@aol.com">shannongreen911@aol.com</a>	
Community Liaison <b>Kelly and Olivia Bradley</b>			
License Type <b>License Number 5G-001 – Cultivation &gt;5,000ft<sup>2</sup> (A&amp;M)</b>			
Ownership Information			
Name <b>Shannon Saccullo</b>			Percent Ownership <b>100%</b>
Name			Percent Ownership
Name			Percent Ownership

If any of the above information is incorrect or has changed, you MUST fill out a Change Notification Form and return to our office.

Sincerely,

Nathan Reade  
Director, Inyo County Commercial Cannabis Permit Office



# COUNTY OF INYO

COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET  
BISHOP, CA 93514  
760.873.7860

8/13/2020

Shannon Saccullo,

The Inyo County Commercial Cannabis Business Permit Office sent two letters with accompanying invoices to you requesting payment for the 2020/2021 commercial cannabis permitting period. Those letters are attached hereto for your reference. Our office is informed that you did not submit payment to the Inyo County Treasurers Office by July 1, 2020, as required by Inyo County Code sections 5.40.060(A), 5.40.090(K), and 5.40.100. Because of this your permit is subject to revocation pursuant to Inyo County Code section 5.40.140(A)(3).

Due to your failure to comply with Inyo County Code sections 5.40.060(A), 5.40.090(K), and 5.40.100 the following license number(s) you are hereby revoked:

Old Spanish Cannabis & Commerce Park: 5G-001

This revocation shall become final 10 business days after the date of this notice unless you seek an appeal pursuant to Inyo County Code Section 5.40.150. If you would like to request a hearing you must do so within 10 business days of the date of this notice. Pursuant to Inyo County Code section 5.40.150(B), the request shall be made to:

Mr. Clint Quilter, Inyo County Administrative Officer  
PO Drawer N  
Independence, CA 93526

With a copy by email to:  
C3PO@inyocounty.us

Please do not hesitate to contact me with any questions regarding this notice.

Sincerely,

Nathan Reade  
Director, Inyo County Commercial Cannabis Permit Office

**From:** [C3PO](#)  
**To:** [Nathan Reade](#)  
**Subject:** FW: REQUEST TO APPEAL AND HEARING FOR LICENSE REVOCATION  
**Date:** Thursday, December 10, 2020 2:32:36 PM

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**From:** David Saccullo [REDACTED]  
**Sent:** Sunday, November 01, 2020 7:16 PM  
**To:** Darcy Ellis; C3PO; Clint Quilter; Matt Kingsley  
**Subject:** REQUEST TO APPEAL AND HEARING FOR LICENSE REVOCATION

**CAUTION:** This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

11-1-2020

Good day to all,

Hope these most difficult times find everyone and their families well. We are respectfully requesting to seek an appeal pursuant to Inyo County Code section 5.40.150. Aswell a hearing pursuant to Inyo county Code section 5.40.150 (B) Our projects have been in the making now for over 3 1/2 years. We have now spent over \$4 plus Million Dollars on everything ranging from CEQA, Architectural documents, Civil and structural engineering, Solar field experts analysis Ect Ect. We have been very privileged to have worked with the County council, planning department and Agriculture dept from the start of the cannabis Ordinance being implemented. As any professional knows in the land development sphere, any project this size, 2.1 million Sq/Ft in the Desert can take many Years to procure all necessary approvals, reports and most importantly, Funding. Our project , "OLD SPANISH CANNABIS AND COMMERCE PARK" alone is going to be \$800 Plus million Dollars including the 50 Megawatt Solar and Micro Grid. Our project when complete and fully operational will be the driving force of Tens of millions of dollars of tax revenue enabling the county to make critical investments into the community where they see fit. We plan also as a company to donate a portion of our profits to also making significant positive changes in our community. Although we have been working on our Funding for 2 plus years now, the unfortunate Covid 19 pandemic has made the past 10 months very challenging for us to get our closing across the finish line. We are currently engaged with a few very solid options of achieving our funding Goals and would like to invite a detailed conversation with all entities involved with our projects request. At this point, the reality of a project this size will require another 18 to 24 months, Give or take, to complete all CEQA, Working drawings, CUP process and Cannabis State Licensing. We are 100% committed both financially, technologically and vertically to create the most Spectacular state of the art Cannabis Cultivation and manufacturing Facility on the planet! We with great respect ask that Inyo County give us the realistic time frame needed to complete our Vision.Thank you in advance for everyone's time and efforts in working with our staff of Professionals and making the dream a reality. Please feel free to contact Shannon and myself directly with any and all questions, Cell # [REDACTED] or contact this email.

Respectfully Submitted  
Shannon and David Saccullo