



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

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

REGULAR MEETING June 4, 2024

Start Time

8:30 A.M.

- 1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Names of cases: *County of Inyo et al. v. Amerisourcebergen Drug Corporation et al* (National Prescription Opiate Litigation – Northern District of Ohio, MDL 2804); and *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.).**
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant Director of Budgets and General Services Denelle Carrington.**

- 4) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 325 N. Brewery St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Cathreen Richards, Amy Shepherd. Negotiating parties: Inyo County and Pravin Joshi. Under negotiation: price and terms of payment.

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

- 10 A.M.**
- 5) **Pledge of Allegiance**
 - 6) **Report on Closed Session as Required by Law**
 - 7) **Introductions** - The following new employees will be introduced to the Board: Ag/Weights & Measures/Cannabis Inspector Gene Dondero and Field Technician Sean R. Fekete, Ag Commissioner's Office; Water Department Research Assistant Tyler Starbard; and from Public Works: Office Technician Katherine Carrington, Office Technician Tina Chinzi, Gate Attendant Devon Clark, Park Manager Jorge Daniel Briceno, Engineering Assistant Kevin Rainbolt, Maintenance Worker Miles Romero, Mechanic Trainee Miguel Santana, Airport Technician Dagan Sparrow, Heavy Equipment Operator Raymond L. Stone IV, and Administrative Analyst Sarah Wilson.
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **County Department Reports**

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

- 10) **Approval of Amendment No. 1 to Contract Between the County of Inyo and Cassidy Johnston for Personal Services as a County Officer**
Coroner | Denelle Carrington

Recommended Action: Request approval of Amendment No. 1 to the contract between the County of Inyo and Cassidy Lynn Johnston, for Personal Services as a County Officer, amending the contract as follows:

- A) Changing the end date of the contract from June 30, 2024, to June 30, 2026;
- B) Increasing the contract amount by \$52,000 for a total contract amount not to exceed \$92,000; and
- C) Memorializing the increased pay rate previously established and provided via the budget process.

11) **Increase of Blanket Purchase Order for New Sheriff's Department Vehicles**

County Administrator - Motor Pool | Miquela Beall

Recommended Action: Authorize an increase of Motor Pool's purchasing authority with National Auto Fleet Group of Watsonville, CA by \$36,000, to a total not-to-exceed amount of \$940,500 for purchase of and installation of safety equipment on 10 patrol units and a crime scene investigations unit for the Sheriff's Department.

12) **Surplus Motor Pool Sheriff's Department Patrol Vehicles**

County Administrator - Motor Pool | Miquela Beall

Recommended Action: A) Declare the vehicles identified in Exhibit A as surplus; and B) Authorize Motor Pool to offer the vehicles for sale utilizing Ritchie Bros. Auctioneers for the decommission and sale of decommissioned patrol vehicles.

13) **Approval of DKS Associates Contract in Preparation of the Inyo County Electric Vehicle Charging Infrastructure Network Plan**

Public Works | Michael Errante

Recommended Action:

- A) Declare DKS Associates of Sacramento, CA the successful bidder for planning services to prepare the Inyo County Electric Vehicle Charging Infrastructure Network Plan; and
- B) Approve the contract between DKS Associates and the County of Inyo in an amount not to exceed \$199,393 for the period of May 21, 2024, through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

14) **Jail Administration Remodel Project Change Order No. 3**

Public Works | Michael Errante

Recommended Action: Authorize the Public Works Director to sign Change Order No. 3 for \$91,093.00 to Pagenkopp Construction, Inc. for additional scope-of-work on the Jail Administration Remodel Project.

15) **Resolution Adopting List of Projects for Fiscal Year 2024-25 Funded by Road Maintenance and Rehabilitation Account (SB-1)**

Public Works | Michael Errante

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: A) Approve proposed Resolution No. 2024-20, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.

16) **Highway Safety Improvement Program Onion Valley Guardrail Project - Notice of Completion Resolution, Coral Construction Change Order No. 2, Eastern Sierra Engineering Amendment No. 3**

Public Works | Michael Errante

Recommended Action:

- A) Approve Change Order No. 2 in the amount of \$33,371.00 for additional work performed by Coral Construction, Inc.;
- B) Approve Amendment No. 3 in the amount of \$4,000.00 for additional work performed by Eastern Sierra Engineering; and
- C) Approve Resolution No. 2024-21, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Onion Valley Guardrail Project," and authorize the Chairperson to sign.

17) **DataPilot - Digital Forensics & Certified Training Grant Application**

Sheriff | Chris Connolly

Recommended Action: Authorize the submittal of the DataPilot Digital Forensics and Certified Training grant application.

18) **Ratification of Payment to Axon Enterprises, Inc.**

Sheriff | Michael Atkins

Recommended Action:

- A) Declare Axon Enterprises, Inc. of Scottsdale, AZ a sole-source provider of gap coverage, body cameras, evidence storage, redaction tool assistant, and installation;
- B) Ratify payment to Axon Enterprise, Inc. of Scottsdale, AZ in the amount of \$1,181.35 for gap coverage; and
- C) Approve the agreement between the County of Inyo and Axon Enterprise Inc. of Scottsdale, AZ. for the provision of body cameras, evidence storage, redaction tool assistant in an amount not to exceed \$664,465.62 for the period of May, 1, 2024 through June 30, 2028, contingent upon the Board's approval of future budgets and authorize the Chairperson to sign.

19) **Bid Acceptance of Idemia Livescan Machine**

Sheriff | Shane Scott

Recommended Action: Approve and award the contract for Livescan machine, training, maintenance and associated services to Idemia of Reston, VA in an amount not to exceed \$42,199.74, and authorize the Chairperson to sign.

20) **Board of Supervisors Meeting Minutes**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of May 21, 2024.

REGULAR AGENDA

21) **Bishop Area Chamber of Commerce and Visitors Bureau Report**

County Administrator - Advertising County Resources | Tawni Thomson, Executive Director

20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Receive a presentation from the Bishop Chamber of Commerce and Visitors Bureau on the advertising/marketing campaign it has undertaken on behalf of the County.

22) **Appointment of a National Association of Counties Voting Delegate**

Board of Supervisors | Assistant Clerk of the Board

3 minutes

Recommended Action: Appoint a voting delegate from the Board of Supervisors for the 2024 Annual Business Meeting and Election to be held during the National Association of Counties' Annual Conference in Hillsborough County, FL on Monday, July 15.

23) **Consideration of Board of Supervisors' Budget Narrative for Fiscal Year 2024-2025**

Board of Supervisors | Assistant Clerk of the Board

10 minutes

Recommended Action: Review and direct staff to make any desired changes to the narrative for the Fiscal Year 2024-2025 Board of Supervisors Budget Narrative.

ADDITIONAL PUBLIC COMMENT & REPORTS

24) **Public Comment**

Comments may be time-limited

25) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-389

Approval of Amendment No. 1 to Contract Between the County of Inyo and Cassidy Johnston for Personal Services as a County Officer

Coroner
ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant Director of Budget and General Services

ITEM PRESENTED BY

Denelle Carrington, Assistant Director of Budget and General Services

RECOMMENDED ACTION:

Request approval of Amendment No. 1 to the contract between the County of Inyo and Cassidy Lynn Johnston, for Personal Services as a County Officer, amending the contract as follows:

- A) Changing the end date of the contract from June 30, 2024, to June 30, 2026; and
- B) Increasing the contract amount by \$52,000 for a total contract amount not to exceed \$92,000; and
- C) Memorializing the increased pay rate previously established and provided via the budget process.

BACKGROUND / SUMMARY / JUSTIFICATION:

This amendment is being brought before your Board to extend the end date through June 30, 2026 and to increase the contract amount to \$92,000 to cover the charges through the new end date of the contract.

Ms. Johnston is one of the Deputy Coroner positions in the Northern portion of Inyo County but also provides services to the Southern portion of Inyo County. This amendment will allow Ms. Johnston to continue their work so that no interruption in services occurs. The change to the pay rate is not an increased cost as that rate of pay was previously provided after being approved during the budget process.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023500
Budgeted?	Yes	Object Code	salaries and benefits
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
This is for ongoing costs that are currently budgeted.			
Future Fiscal Year Impacts			

This position will continue to be budgeted in the Coroner Budget each year, as personnel is needed to cover the necessary functions within the Coroners Department.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could disapprove the contract amendment, but this action is not recommended because these services are critical to the Coroner function.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

CAO

ATTACHMENTS:

1. Johnston Amendment No. 1

APPROVALS:

Denelle Carrington	Created/Initiated - 5/20/2024
Darcy Ellis	Approved - 5/21/2024
Denelle Carrington	Approved - 5/21/2024
Keri Oney	Approved - 5/22/2024
John Vallejo	Approved - 5/22/2024
Amy Shepherd	Approved - 5/22/2024
Nate Greenberg	Final Approval - 5/28/2024

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Cassidy Lynn Johnston
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Cassidy Lynn Johnston (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a Deputy Coroner, dated June 14, 2022, on County of Inyo Standard Contract No. 201 for the term from July 1, 2022 to June 30, 2024.

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

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

County and Officer hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from July 1, 2022 to June 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION.

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$92,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

In Attachment B, Agreement between County of Inyo and Cassidy Lynn Johnston, under the Schedule of Fees, the Schedule of Fees is amended to read as follows:

\$1,350 / Month July 1, 2022 through October 12, 2022
\$1,750 / Month October 13, 2022 through end of contract


Cassidy Johnson Dep Coroner Contract

Final Audit Report

2024-04-17

Created:	2024-04-16
By:	Mallory Watterson (mwatterson@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAueHluX-BObtNI7zhvAutea20c07pYBEm

"Cassidy Johnson Dep Coroner Contract" History

-  Document created by Mallory Watterson (mwatterson@inyocounty.us)
2024-04-16 - 6:18:13 PM GMT
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
2024-04-16 - 6:18:52 PM GMT
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
2024-04-17 - 6:24:40 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
Signature Date: 2024-04-17 - 6:25:42 PM GMT - Time Source: server
-  Agreement completed.
2024-04-17 - 6:25:42 PM GMT



COUNTY OF INYO
CALIFORNIA

Powered by
Adobe
Acrobat Sign





Johnston Amendment 1 07.01.2024-06.30.2026

Final Audit Report

2024-05-14

Created:	2024-05-14
By:	Denelle Carrington (dcarrington@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApHNBhpctYDO8ArV-ActYK9EYYgvA4S_m

"Johnston Amendment 1 07.01.2024-06.30.2026" History

-  Document created by Denelle Carrington (dcarrington@inyocounty.us)
2024-05-14 - 2:50:33 PM GMT
-  Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature
2024-05-14 - 2:52:09 PM GMT
-  Document emailed to Keri Oney (koney@inyocounty.us) for signature
2024-05-14 - 2:52:09 PM GMT
-  Email viewed by Christie Martindale (cmartindale@inyocounty.us)
2024-05-14 - 3:33:48 PM GMT
-  Document e-signed by Christie Martindale (cmartindale@inyocounty.us)
Signature Date: 2024-05-14 - 3:34:39 PM GMT - Time Source: server
-  Email viewed by Keri Oney (koney@inyocounty.us)
2024-05-14 - 7:08:57 PM GMT
-  Document e-signed by Keri Oney (koney@inyocounty.us)
Signature Date: 2024-05-14 - 7:09:19 PM GMT - Time Source: server
-  Agreement completed.
2024-05-14 - 7:09:19 PM GMT



COUNTY OF INYO
CALIFORNIA

Powered by
Adobe
Acrobat Sign



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-391

Increase of Blanket Purchase Order for New Sheriff's Department Vehicles County Administrator - Motor Pool ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall

ITEM PRESENTED BY

Miquela Beall

RECOMMENDED ACTION:

Authorize an increase of Motor Pool's purchasing authority with National Auto Fleet Group of Watsonville, CA by \$36,000, to a total not-to-exceed amount of \$940,500 for purchase of and installation of safety equipment on 10 patrol units and a crime scene investigations unit for the Sheriff's Department.

BACKGROUND / SUMMARY / JUSTIFICATION:

In September 2023, your Board approved the original blanket Purchase Order (PO) for the purchase and equipping of new patrol and service units. When the final bid came in for the addition of the aftermarket equipment, the original amount of that PO was not enough to cover the cost. In Feb. 2024, your Board approved an additional \$200,000 with the intent of having an additional blanket PO for the amount to pay for the equipping only. It was the intent to have the crime scene investigation unit on a separate PO. However, National Auto has since requested to have all the FY23/24 vehicles orders for the Sheriff Dept. on one combined purchase order. The current amount requested to be authorized, \$940,500, will be the full amount required to purchase and equip 10 patrol units and the crime scene truck.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	200100 Motor Pool Operating
Budgeted?	Yes	Object Code	5655
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$940,500. The funds are budgeted in the FY23/24 approved budget.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize this increase but that is not recommended. Without the increase in the purchase order we will not be able to purchase the vehicles or the necessary safety equipment.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. National Auto Group Blanket Purchase Order
2. New Patrol Vehicles Equipment Install Blanket Purchase Order

APPROVALS:

Miquela Beall	Created/Initiated - 5/22/2024
Darcy Ellis	Approved - 5/22/2024
Denelle Carrington	Approved - 5/22/2024
Amy Shepherd	Final Approval - 5/22/2024
Nate Greenberg	

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of September 2023 an order was duly made and entered as follows:

*CAO-Motor Pool –
National Auto Group
Blanket P.O.*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize issuance of a blanket Purchase Order in an amount not to exceed \$694,500, payable to National Auto Fleet Group of Watsonville, CA for the purchase and equipping of patrol and service units for the Sheriff's Department. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Motor Pool Other: DATE: September 28, 2023

WITNESS my hand and the seal of said Board this 26th
Day of September, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 26, 2023

Reference ID:
2023-4128

Purchase and Equipping of Sheriff's Department Patrol and Service Units

County Administrator - Motor Pool

ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall

ITEM PRESENTED BY

Miquela Beall

RECOMMENDED ACTION:

Authorize issuance of a blanket Purchase Order in an amount not to exceed \$694,500, payable to National Auto Fleet Group of Watsonville, CA for the purchase and equipping of patrol and service units for the Sheriff's Department.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Motor Pool is the department responsible for ordering, equipping, and maintenance of Sheriff Department patrol units and service vehicles. This purchase order is requested pursuant to our "piggyback" purchasing exception to the bidding requirements as set forth in Section II.D.6 of the Purchasing Policy, via the Sourcewell state purchasing contract. Sourcewell awarded the contract for government vehicle acquisitions to National Auto Fleet Group. Starting in 2022, National Auto has begun requiring purchase orders in order to place vehicle orders. Unfortunately, the auto market is still chaotic and we have been advised that when order banks open, they may only be open for a matter of weeks or, in some cases, days. This does not allow us enough time to get an exact cost for the vehicles, and go to Board to have the exact amount approved. As such, we are requesting a blanket purchase order not to exceed the amount we have been approved to spend on these vehicle purchases for this fiscal year.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	200100 Motor Pool - Operating
Budgeted?	Yes with 2023-2024 Budget Approval	Object Code	5655 - Vehicles
Recurrence	Expenditures throughout the fiscal year		
Current Fiscal Year Impact			
This amount is requested for approval in the CAO Recommended FY 2023/24 budget.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could chose not to authorize this purchase order, but that would greatly inhibit the County's ability to order these units because the agent is requiring Purchase Orders to place orders.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Sheriff's Department

ATTACHMENTS:

APPROVALS:

Miquela Beall	Created/Initiated - 9/7/2023
Darcy Ellis	Approved - 9/7/2023
John Vallejo	Approved - 9/7/2023
Amy Shepherd	Approved - 9/7/2023
Sue Dishion	Final Approval - 9/8/2023

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of February 2024 an order was duly made and entered as follows:

*CAO-Motor Pool –
New Patrol Vehicles
Equipment Install
Blanket P.O.*

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to authorize the issuance of a blanket purchase order in an amount not to exceed \$200,000 payable to National Auto Fleet Group of Watsonville, CA for the installation of law enforcement equipment in the new patrol units for the Sheriff's Department. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: PW/Motor Pool DATE: February 27, 2024

WITNESS my hand and the seal of said Board this 20th
Day of February, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____



INYO COUNTY BOARD OF SUPERVISORS
 TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY



NATE GREENBERG
 COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
 ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:
 2024-134

Blanket Purchase Order for the Installation of Law Enforcement Equipment on New Patrol Vehicles

County Administrator - Motor Pool
 ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall

ITEM PRESENTED BY

Miquela Beall

RECOMMENDED ACTION:

Authorize the issuance of a blanket purchase order in an amount not to exceed \$200,000 payable to National Auto Fleet Group of Watsonville, CA for the installation of law enforcement equipment in the new patrol units for the Sheriff's Department.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 26, 2023 your Board approved a blanket purchase order to National Auto Fleet group for the purchase and equipping of patrol and service units for the Sheriff's Department. At that time, we did not have the exact cost for the new units but because the order window was anticipated to be very short, we requested a blanket purchase order with an estimated figure based on prior-year costs. Now that we have the actual cost per unit, the amount authorized on the current purchase order is not enough to cover the units and the equipping. We are requesting an additional purchase order in the amount of \$200,000 for the anticipated cost of adding law enforcement equipment to the new units.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	200100 Motor Pool- Operating
Budgeted?	Yes, with FY 2023-2024 Mid-Year Budget Adjustment approval	Object Code	5655- Vehicles
Recurrence	Expenditures throughout the fiscal year		
Current Fiscal Year Impact			
\$200,000, as requested for approval in the Mid-Year Budget Adjustment.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize this purchase order. This is not recommended as it would inhibit our ability to secure this equipment required for new Sheriff vehicles.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Sheriff Department

ATTACHMENTS:

APPROVALS:

Miquela Beall	Created/Initiated - 2/5/2024
Darcy Ellis	Approved - 2/5/2024
Denelle Carrington	Approved - 2/5/2024
Amy Shepherd	Approved - 2/5/2024
Nate Greenberg	Final Approval - 2/12/2024



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-392

Surplus Motor Pool Sheriff's Department Patrol Vehicles County Administrator - Motor Pool ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall

ITEM PRESENTED BY

Miquela Beall

RECOMMENDED ACTION:

- A) Declare the vehicles identified in Exhibit A as surplus; and
- B) Authorize Motor Pool to offer the vehicles for sale utilizing Ritchie Bros. Auctioneers for the decommission and sale of decommissioned patrol vehicles.

BACKGROUND / SUMMARY / JUSTIFICATION:

Prior to 2021, retired patrol vehicles were decommissioned on site by local companies and then sold via traditional auction. However, since that time, all the local companies that were utilized are no longer in business and we have not been able to find a new company to come to Inyo to decommission the units. As a result, retired vehicles have been sitting at the Posse Hut for years while we searched for an alternative. The vehicles themselves no longer meet the standard of safety due to their age and mileage and much of the aftermarket equipment is out-dated.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	200200
Budgeted?	Yes	Object Code	4911 - Sale of Fixed Assets
Recurrence	One-Time Revenue		
Current Fiscal Year Impact			
None, we don't anticipate the vehicles will sell in FY23/24.			
Future Fiscal Year Impacts			
Funds will most likely be recognized in FY24/25.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to declare these vehicles as surplus and not approve them for auction, but that is not recommended. Law enforcement vehicles have requirements in order to be disposed of that are different from civilian units. All safety equipment and identifying graphics need to be removed before

they can be sold, which makes it difficult to decommission and sell these vehicles locally. Richie Bros. was recommended to us by several agencies in California as the vendor that they use to dispose of their patrol and safety vehicles. Currently, these vehicles are being stored at the Posse Hut, which is becoming overcrowded, and we need to make room for the 10 vehicles that will be retired when the Sheriff Dept. receives 10 new units this year.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Surplus Patrol Vehicle List

APPROVALS:

Miquela Beall	Created/Initiated - 5/21/2024
Darcy Ellis	Approved - 5/21/2024
John Vallejo	Approved - 5/22/2024
Amy Shepherd	Approved - 5/28/2024
Denelle Carrington	Approved - 5/28/2024
Nate Greenberg	Final Approval - 5/28/2024

SURPLUS PATROL VEHICLES FY23.24

Asset #	Year, Make, Model, Color	VIN	Mileage
9432	2015 FORD INTERCEPTOR	1FM5KBAT2FGC66848	112646
9784	2016 FORD INTERCEPTOR	1FM5K8AR1GGD16192	142902
9434	2015 FORD INTERCEPTOR	1FM5KBAT2FGC66850	165088
9789	2016 FORD INTERCEPTOR	1FM5K8AR7GGD16195	124461
8477	2007 FORD EXPEDITION	1FMFU16527LA84169	123729
8990	2011 FORD CROWN VICTORIA	2FABP7BV8BX177069	130372
9462	2014 FORD EXPEDITION	1FMJU1J54EEF25562	96380
9433	2015 FORD INTERCEPTOR	1FM5KBAT4FGC66849	85527



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-322

Approval of DKS Associates Contract in Preparation of the Inyo County Electric Vehicle Charging Infrastructure Network Plan Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Declare DKS Associates of Sacramento, CA the successful bidder for planning services to prepare the Inyo County Electric Vehicle Charging Infrastructure Network Plan; and
- B) Approve the contract between DKS Associates and the County of Inyo in an amount not to exceed \$199,393 for the period of May 21, 2024, through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On October 2, 2023, your Board accepted the successful Sustainable Transportation Planning Grant (STPG) from Caltrans to develop an Electric Vehicle (EV) Charging Infrastructure Network Plan (Plan) for Inyo County. The Plan will outline a path forward to install effective and equitable EV charging infrastructure throughout Inyo County and to electrify the county-owned vehicle fleet by gathering data, evaluating the physical and financial feasibility of expanding the charging network in the county, and conducting a site analysis for EV charging locations, with an emphasis on County-operated properties. An important component of the Plan will be to develop a Stakeholder Advisory Committee through robust community engagement that will be made up of individuals with technical expertise to provide direction and insight for the development of the Plan. The Plan will encourage multimodal transportation by allowing visitors to charge EV's at public outdoor places, such as trailheads, County parks, and campgrounds, encouraging simultaneous use of trails and outdoor spaces while the vehicle is charging. The Plan will also provide a high-level analysis of hydrogen fueling feasibility in Inyo County.

Public Works staff conducted the work to identify and secure a qualified contractor to prepare the Plan. This involved preparing an amendment to the Overall Work Program (OWP) in November 2023 to incorporate the funds into the OWP, followed by the Request for Proposals, which was advertised during February through March 28, 2024. Inyo County Public Works received seven highly qualified proposals.

The DKS proposal received the highest rating from the evaluators. Their proposal revealed a comprehensive understanding of the unique nature and challenges facing Inyo County for EV readiness and identified strategies to create a successful Plan. DKS has specific expertise in developing similar EV

readiness and implementation plans in a variety of rural settings, including in Mono County, Calaveras, Shasta, Placer, Madera and Kern Counties. Their depth of EV infrastructure understanding and vast experience with having prepared over 50 EV charging infrastructure planning projects will ensure a successful plan for Inyo County.

FISCAL IMPACT:

Funding Source	Grant Funded - Caltrans Sustainable Transportation Planning Grant	Budget Unit	504605
Budgeted?	Yes	Object Code	5265, 4599
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$20,000			
Future Fiscal Year Impacts			
\$179,393 remaining for future fiscal years (includes \$21,691 staff match)			
Additional Information			

Grant and Contract to expire 06/30/2026

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not approve the contract with DKS. This is not recommended, as doing so would significantly delay the implementation of the Sustainable Transportation Planning Grant's schedule and development of the Plan.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans; Inyo County Local Transportation Commission.

ATTACHMENTS:

1. DKS Associates Agreement
2. Summary Scoring Worksheet

APPROVALS:

Justine Kokx	Created/Initiated - 5/20/2024
Darcy Ellis	Approved - 5/21/2024
Breanne Nelums	Approved - 5/21/2024
Michael Errante	Approved - 5/21/2024
John Vallejo	Approved - 5/22/2024
Amy Shepherd	Approved - 5/22/2024
Nate Greenberg	Final Approval - 5/28/2024

AGREEMENT BETWEEN COUNTY OF INYO

AND DKS Associates

FOR THE PROVISION OF Planning **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Planning services of DKS (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Inyo County Public Works Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from May 21, 2024 to June 30, 2026 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From N/A through N/A
- B. From N/A through N/A

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 199,393 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ N/A Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:	
<u>Inyo County Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:	
<u>DKS Associates - John Bosket</u>	Name
<u>428 J Street, STE 340</u>	Address
<u>Sacramento, CA 95814</u>	City and State

24. ENTIRE AGREEMENT.

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

///

////

AGREEMENT BETWEEN COUNTY OF INYO

AND DKS Associates

FOR THE PROVISION OF Planning **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: John Bosket
John Bosket (May 20, 2024 09:06 PDT)
Signature
John Bosket
Print or Type Name

Dated: _____

Dated: May 20, 2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (May 13, 2024 11:56 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Ann Blumberg
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
DKS Associates

FOR THE PROVISION OF _____
Planning _____ **SERVICES**

TERM:

FROM: 05/21/2024 _____ **TO:** 06/30/2026 _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
DKS Associates

FOR THE PROVISION OF _____
Planning _____ **SERVICES**

TERM:

FROM: May 21, 2024 _____ **TO:** 06/30/2026 _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND DKS Associates

FOR THE PROVISION OF Planning **SERVICES**

TERM:

FROM: 05/21/2024 **TO:** 06/30/2026

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND DKS Associates

FOR THE PROVISION OF Planning **SERVICES**

TERM:

FROM: 05/21/2024 **TO:** 06/30/2026

SEE ATTACHED INSURANCE PROVISIONS

Attachment A: SCOPE OF WORK

PROJECT UNDERSTANDING

The Inyo County Local Transportation Commission needs a comprehensive and actionable plan to guide the installation of EV chargers for use by local residents, visitors and County fleet vehicles. Along with serving as a decision support tool, this plan will position Inyo County to be competitive for current and upcoming funding opportunities.

To best achieve these objectives, DKS is collaborating with our strategic partner Frontier Energy. We believe that the DKS team has the commitment, relevant experience, technical and communication skills, methodology, and resources necessary to successfully provide the services scoped in the RFP. Our team members are on the leading edge of ZEV planning and adoption with more than 50 infrastructure projects either completed or currently underway throughout the West Coast, including regional alternative fuels roadmaps and charging infrastructure master plans (Madera County, Santa Barbara County, San Luis Obispo County, Monterey County, Santa Cruz County, San Joaquin County, Calaveras County, Nevada County, Alameda County and the 14-county northern region) as well as at the local scale for cities such as South San Francisco, Sacramento, Davis, Anaheim, Encinitas and El Segundo. We regularly help agencies understand current travel patterns and infrastructure conditions and we use that data to forecast how to best prepare for the transition to expanded ZEV usage by recommending targeted infrastructure improvements and implementation strategies.

Our approach to preparing an EV charging network plan for the public and planning electrification of Inyo County's fleet seeks to respond to the Inyo County Local Transportation Commission's needs as articulated in the RFP's scope of work. Thanks to years of experience working on multiple projects together helping municipal fleets transition light, medium, and heavy-duty vehicles

from gas and diesel to ZEV propulsion, DKS Associates and Frontier Energy have developed proven frameworks for planning public charging infrastructure and municipal fleet electrification that includes each of the tasks listed in the scope of work. However, consistent with our methodology, the order of proposed tasks differs slightly from those listed in the RFP. Specifically, we will need to determine the projected energy loads based on analysis of existing fleet vehicles' duty cycle, dwell time and fuel consumption patterns to select the preferred charging cycle (Task 7) before evaluating electrical infrastructure upgrades in conjunction with local utilities (Task 6).

Keys to our technical approach include the following differentiators that set this team apart as the best choice for this project:

Grants and Incentives. DKS has had repeated success securing additional project funding on similar projects. For example, our South San Francisco EV Charging Masterplan helped the City win \$1.5 million of in-kind contributions from multiple third-party EV charger providers allowing the City to achieve its vehicle electrification goals for a fraction of the infrastructure investment and realize a return equal to 15 times its investment in consulting services and infrastructure costs. An even more relevant example is the Sacramento EV Implementation Blueprint which directly led to the City of Sacramento winning \$2 million in Phase 2 funding from the California Energy Commission (CEC) to implement the EV Blueprint, one of only four projects statewide that were funded. Frontier provided pro-bono assistance in preparing the proposal and is helping to implement the 16 mobility hubs that were funded by CEC. Frontier helped five clients win grants from the U.S. Department of Energy: four of which are to implement community-driven charging infrastructure plans and one is a community benefits plan for carbon capture and sequestration. Frontier was recently awarded a U.S. DOE Building America award and a CEC project focused on mobile homes. Many of



these projects are focused on the rural and remote areas of California and the upper Midwest. Based on these experiences, coupled with expectations for more state funding in support of California’s Executive Order N-79-20, Surface Transportation Block Grant Program (STBG), Congestion Mitigation and Air Quality Improvement (CMAQ), and other future grants supported by the federal Infrastructure Investments and Jobs Act, we believe Inyo County should prepare for these opportunities that will likely fund the design and construction portions of the project. Most recently, after completion and adoption of the San Joaquin COG Alternative Fuels Vision Plan (AFVP) by the DKS/Frontier team, SJCOG was one of a limited number of agencies to be awarded a federal Charging and Fueling Infrastructure (CFI) program grant in the amount of \$15 million. The SJCOG grant, called “Expanding Electrification for All in San Joaquin County” by SJCOG, will utilize the awarded funding to provide charging infrastructure for traditionally underserved communities in San Joaquin County.

EV Charging Siting Tools. DKS has developed customized tools for electric vehicle charging siting location allocation analysis and costing. Our site optimization tools utilize travel model network and land use information as their foundation. Our experience and expertise in travel demand modeling – both traditional 4-step and Activity-Based travel demand models is essential to develop our site optimization tools. Model data and outputs are then imported into ArcGIS Network Analyst to perform the location-allocation process within GIS. Given the interregional travel focus of this study, application of our site optimization tools is particularly appropriate. DKS has also developed the OPEX Cost Evaluation Tool to generate reliable estimates of electromobility infrastructure operating costs.

Data Analysis. Given the rapidly growing demand for public charging roadmaps including projects funded at the state level by the Infrastructure Investment and Jobs Act, DKS has been actively developing charger site selection optimization tools and seeking additional tools and data to deliver these projects. DKS has utilizes subscription data sources including Replica and Streetlight data, as well as more traditional sources such as the US Census, including American Community Survey (ACS), and Longitudinal Employer-Household Dynamics (LEHD), as well as ESRI’s Business Analyst and Living Atlas to assist our team in recommending potential sites that fulfill client goals for siting including environmental justice goals.

Social Pinpoint Virtual Mapping. To maximize public input and to directly solicit from the public and stakeholders where future electric charging locations should be, DKS will apply the interactive web-based software tool Social Pinpoint. Social Pinpoint uses a Google Map user interface to allow users to identify where charging infrastructure should be sited. This geo-referenced public input can then be directly compared with the technical location-allocation siting analysis results. Congruence of public perception relative to technical results is always compelling.

Equally, inconsistencies are just as meaningful given that analysis tools are imperfect. Use of Social Pinpoint will help maximize public and stakeholder input and help inform the siting recommendations.

DKS FLEELET (DKS's Fleet Electrification Tool).

Leveraging the experience and best practices gained over the course of multiple dozens of fleet transition plans, DKS developed an in-house, cloud-based tool named FLEELET that streamlines in-depth assessments of municipal and other vehicle fleets for electrification. The tool allows users to efficiently develop recommendations on appropriate fleet charging infrastructure and transition phasing based on vehicle data including odometer readings, VINs, model years, typical daily dwell times, and more. The tool is flexible with respect to its inputs and has proven successful in supporting the creation of multiple different fleet electrification plans by DKS. The tool’s scope covers a multitude of vehicle types and operational needs, including light-, medium-, and heavy-duty ZEVs and off-road equipment.

Equity Oversight. To ensure infrastructure improvements and investments are equitable and accessible to all users including traditionally underserved populations, DKS will provide equity oversight to the public/stakeholder involvement process as well as the technical analyses.

Depth of EV and Alternative Fuel Industry Knowledge.

DKS will draw from its extensive professional network of EV charging vendors and charging networks to recommend solutions that best fit both public and fleet charging. As part of our multiple ongoing electromobility projects, DKS is in frequent contact with EV charging networks including EVGo, Electrify America, Tesla, ChargePoint, Blink, Rivian, Volta, Clipper Creek, Flo, and others. Frontier Energy is the operator of the Hydrogen Fuel Cell Partnerships and has unparalleled access to and knowledge of the hydrogen market. Frontier is part of three of the U.S. DOE Hydrogen Hub awards.

Mobility Hubs. DKS and Frontier Energy defined the concept of an “e-mobility hub” that combined transit, cars, and micromobility at a shared location. Frontier continues to work with various stakeholders to implement the hubs, most notably the Green Tech Mobility Hub and City of Sacramento mobility hubs at libraries and community centers.

Our approach to preparing an EV charging network plan for the public and planning electrification of Inyo County’s fleet seeks to respond to the Inyo County Local Transportation Commission’s needs as articulated in the RFP’s scope of work. Thanks to years of experience working on multiple projects together helping municipal fleets transition light, medium, and heavy-duty vehicles from gas and diesel to ZEV propulsion, DKS Associates and Frontier Energy have developed proven frameworks for planning public charging infrastructure and municipal fleet electrification that includes each of the tasks listed in the scope of work. However, consistent with our methodology, the order of proposed tasks differs slightly from those listed in the RFP. Specifically, we will need to

determine the projected energy loads based on analysis of existing fleet vehicles' duty cycle, dwell time and fuel consumption patterns to select the preferred charging cycle (Task 7) before evaluating electrical infrastructure upgrades in conjunction with local utilities (Task 6).

PROJECT MANAGEMENT

Project Manager Dave Tokarski will be responsible for implementing our Project Management Plan (PMP). Dave will lead and coordinate all the work program tasks and deliverables, and be responsible for managing and reporting activities, controlling and communicating task assignments and deliverables. DKS uses technical and administrative tools to effectively manage projects by minimizing administrative time and maximizing our time to serve clients.

Our approach is key to meeting schedules and delivering a quality product within budget. The important elements of our approach that keep our projects on time include:

- Providing an experienced and effective project manager who fully understands the technical process.
- Using an internal online management tool to provide a constant view of the project's status and schedule.
- Maintaining a constant view of upcoming deliverables in a shared internal online calendar.
- Regular check-in meetings with the Project Team to report progress on short-term action items and upcoming deliverables to address issues early and maintain accountability to schedule. Short-term action lists will be continuously updated throughout the course of the plan's development for the bi-weekly check-in meetings. The short-term action list will identify the agency responsible, the desired deadline, and any clarifying notes regarding the action item.

- Frequently communicating with the Inyo County Local Transportation Commission project manager to understand needs and coordinate approach.

Each month, DKS will issue invoices and progress reports with the level of detail requested by the client. DKS utilizes the Deltek accounting software and time/cost recording systems to accurately record and monitor labor and other costs for project performance.

DKS will coordinate with Inyo County Local Transportation Commission to schedule a virtual project kick-off meeting to discuss the scope and schedule of deliverables, resolve questions or concerns, and discuss future meeting schedule and to establish the operational and communication protocols. Development of a contact list will be initiated that will include contacts of Inyo County Local Transportation Commission's member agencies and key stakeholder contacts. DKS will coordinate with Inyo County Local Transportation Commission to identify key representatives.

DKS will prepare a meeting agenda for Inyo County Local Transportation Commission review and approval. DKS will take meeting notes and will transcribe them into a Short-term Action list that will be used for future check-in meetings during the course of the project. The Short-Term Action list will be updated bi-weekly and will serve as both the agenda and minutes for bi-weekly check-in meetings with Inyo County Local Transportation Commission and the project team.

Deliverables:

- Short-term Action Lists
- Monthly invoicing and progress reports
- Kick-off meeting

The DKS team will identify the appropriate stakeholders from Inyo County's diverse and rural community as we did for the Central Coast ZEV project.



TASK 1 - STAKEHOLDER DATABASE

One of the challenges of developing a stakeholder database for an area as large as Inyo County is ensuring that there is representation from all of the various communities throughout the region.

1.1 Prepare Stakeholder Database

DKS will work closely with the Inyo County Local Transportation Commission and the City of Bishop to identify a broad cross section of residents to ensure that local communities are actively engaged. This would include representatives from:

- | | |
|-----------------------------|----------------|
| • Big Pine | • Mesa |
| • Cartago | • Olancha |
| • Charleston View | • Pearsonville |
| • Darwin | • Round Valley |
| • Dixon Lane - Meadow Creek | • Shoshone |
| • Furnace Creek | • Tecopa |
| • Homewood Canyon | • Trona |
| • Independence | • Valley Wels |
| • Keeler | • West Bishop |
| • Lone Pine | • Wilkerson |

To ensure that Inyo County’s substantial Native American population is included, DKS will coordinate with the Mono, Timbisha, and Northern Paiute nations by engaging leaders at the area’s reservations.

- Big Pine Reservation
- Bishop Paiute Reservation
- Fort Independence Reservation
- Lone Pine Reservation
- Timbisha Shoshone Reservation

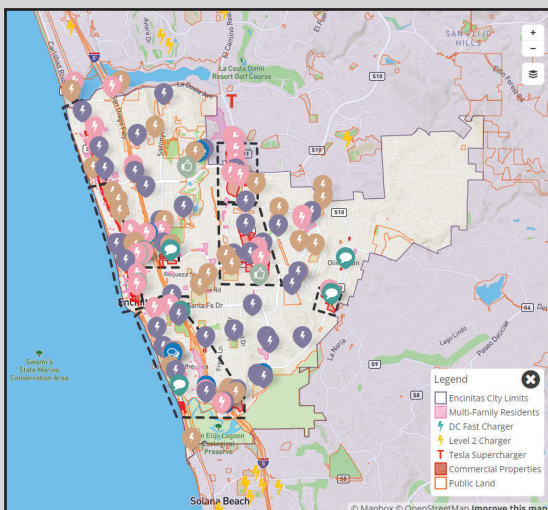
Outdoor enthusiasts come to Inyo County to enjoy Death Valley and hike Mount Whitney, making it a popular destination. Many travelers who visit Inyo County may use electric vehicles, so stakeholders should include representatives from National Parks, Chamber of Commerce, and others with connections to these audiences.

1.2 Compile Summary of Stakeholder Input

DKS will maintain this database throughout the project and use it to solicit and compile comments, as well as promote engagement opportunities online and via community workshops.

Deliverables:

- Stakeholder database
- Summary of input received from stakeholders



Social Pinpoint input will help the team identify public charging locations based on community preferences. As shown on these maps, the project team received robust input from the City of Encinitas residents in order to confirm the best charging station locations throughout the community.



TASK 2 - STAKEHOLDER ADVISORY COMMITTEE

2.1 Create Stakeholder Advisory Committee

Working closely with Inyo County Local Transportation Commission and its member agencies, DKS will reach out to partner agencies, stakeholders and interested parties to form a Stakeholder Advisory Committee (SAC) to facilitate collaborative development of the Plan. This committee will be made up of individuals with technical expertise to provide direction and insight for the development of the Plan. The purpose of these meetings will be to identify opportunities for collaboration, creative funding, implementation, and utilization of all partnership avenues to develop and deliver a successful program to support electromobility across all socio-economic segments.

Members may include representatives from:

- Electric Drive Transportation Association
- PlugIn America
- Veloz
- Building Industry Association
- Charging Networks (Tesla, America, EVGo etc.)
- Top Regional Employers
- School Districts
- Great Basin Unified Air Quality Management District
- National Parks

2.2 Organize and Facilitate SAC Meetings

DKS will plan and facilitate three virtual meetings over the course of the project. The first will focus on the purpose of the plan and project outcomes. The second will review the existing conditions report, preliminary findings and public outreach results. The final meeting will focus on the Draft Final Report.

2.3 Compile SAC Meeting Notes

At the completion of each meeting, the DKS team will compile notes. These notes will be consolidated into the Final Report.

Deliverables:

- Create Stakeholder Advisory Committee
- Three stakeholder meetings via Zoom or other virtual platform
- SAC meeting notes

TASK 3 - PUBLIC OUTREACH

3.1 Development of a Community Engagement Plan

The DKS team will develop a Community Engagement Plan for review by the Inyo County Local Transportation Commission to guide an effective outreach program with all planning partners and community stakeholders. This will include a broad range of stakeholders including those in the private, public, and non-profit sectors, the business community, environmental interest groups, public health advocates, as well as social-equity organizations. DKS is committed to multicultural outreach programs that engage traditionally disenfranchised populations. The Community Engagement Plan will use a cost effective multi-faceted approach, with a goal of engaging a broad representation of the project area's residents, business interests and other key stakeholders.

The Plan shall:

- Identify goals of the outreach effort.
- Develop key messages.
- Identify key stakeholders.
- Review all outreach methods available through Inyo County Local Transportation Commission and other partners (newsletters, eblasts, websites and social media) and provide a detailed program to support the project.
- Develop protocols to maintain and expand a broad stakeholder database throughout the life of the project.
- Establish a consistent protocol for the dissemination of information for the duration of the project.

3.2 Development of a Bilingual Online Survey and Mapping Tool

DKS uses Social Pinpoint, a GIS web-based interactive mapping tool to facilitate remote public input. This has been incredibly successful in previous charging infrastructure planning projects. We are able to create a base map for existing charging stations and facilities and then allow the public to identify specific preferred locations for future charging stations and the nature of those facilities. Social Pinpoint provides multilingual access in more than 80 languages. The platform which can be integrated in the Inyo County Local Transportation Commission website or DKS can create a stand alone site for this purpose. There are multiple additional options to conduct bilingual online surveys using Survey Monkey, funding allocation exercises and idea walls which can be utilized for this project.

3.3 Facilitate Two Community Workshops (One Live and One Virtual)

DKS will plan, promote and facilitate two Community Workshops as part of this effort, one of which will be held virtually and both will take place during evening or weekend hours. Each workshop format will be defined in collaboration with the SAC and the project team. Each workshop will use techniques that engage the interest of participants, maximize opportunities for input and discussion, and incorporate residents' input into the planning process. Workshop methods may include:

- Pre-meeting advertisement that clearly explains the intent, topics, and format of the event.
- Opportunities before and after workshops submit comments/questions.
- Live-polling activities as part of our online presentations.

- Recording of the workshops for future reference.
- Accommodation for Spanish language translation.

3.4 Prepare Outreach Summary Report

DKS will provide the Inyo County Local Transportation Commission with a detailed summary report describing all efforts undertaken as part of the engagement effort. This will also include demographic information about participants, level of participation and key issues, themes and outcomes identified.

Deliverables:

- Community survey questions (both in English and Spanish)
- Meeting materials, agenda and presentations
- Presentation materials for in-person and virtual workshops

Public Charger Siting Data Sources

The DKS team leverages numerous sources for data to collect and analyze the data for public charger sites to help Inyo County make informed decisions.

DATA INPUT	SUPPORTS METRIC	RESOLUTION	SOURCE
Existing public Level 2 and DCFC EV charging stations	Proximity of parcels to existing charging infrastructure	Exact locations (latitude, longitude)	Alternative Fuel Data Center
Planned public Level 2 and DCFC EV charging stations	Proximity of parcels to existing charging infrastructure	Exact locations (latitude, longitude)	PlugShare, Tesla, Electrify America, other charging networks
EV registration data	Share of EVs of all registered vehicles	By ZIP code	California Energy Commission (ZEV and Infrastructure Stats Data)
Population	Number of residents	By TAZ or census block	U.S. Census/American Community Survey
Employees	Total number of employees and by occupation type	By TAZ or census block	U.S. Census/American Community Survey, LEHD (OnTheMap)
Traffic data and estimates	Total number of trips to/from area, EV number and share of trips, share of trips	By road link or census block	Replica, Streetlight Data?
Multi-family residents	Density of multi-unit dwellings	By parcel or census block	U.S. Census/American Community Survey
Disadvantaged and underserved communities	Environmental justice	By census tract	CalEnviroScreen 4.0, Justice40
Desired locations for EV charging stations	Residents' needs and preferences	Exact locations (latitude, longitude)	Task 2 & 3 outcomes, incl. input provided on Social Pinpoint
Highways and interchanges	Identify gaps in corridor fast charging network, incl. related to NEVI criteria	Exact locations (latitude, longitude)	Alternative Fuel Corridors
Existing land use	Identify suitable land use types for EV charging infrastructure	By parcel	Assessor parcel data

TASK 4 - EXISTING CONDITIONS

The goal of Task 4 is to establish a baseline set of information by compiling and reviewing comprehensive data including existing County documents and plans, land use, travel patterns, vehicle adoption, and other transportation and GHG-reduction efforts.

4.1 Review Data and Documentation

As a foundation for planning public EV chargers, it is essential to understand traffic patterns, EV adoption trends, existing charging locations, socio-economic conditions, and relevant plans and policies. The DKS team will harvest available travel data from Caltrans, Inyo County, local agencies including origin-destination data from: the U.S. Census; Longitudinal Employment and Housing Dynamic (LEHD); and sources we subscribe to such as Streetlight and/or Replica to identify current traffic patterns, seasonal traffic variation, projected annual traffic growth rates, and EV adoption within Inyo County. All results will be vetted with sources such as the American Automobile Association (AAA), Electrify America, and available charging station data to ensure a reasonable “capture” of EV trips within and through Inyo County. Unique to the character of Inyo County, our existing conditions analysis and documentation will focus on its rural characteristics such as its focus on outdoor activities such as camping as well as on US 395, which serves as the transportation spine of the county by carrying the majority of the county’s traffic volumes.

4.2 Summarize Existing EV Infrastructure and Traffic Patterns

We will summarize results of the existing conditions analysis into a memo illustrated by figures of traffic data, land use data, and demographic and economic data for client and stakeholder review. An important step in planning public EV charging infrastructure is to develop an understanding of regional traffic patterns, EV charging and sub-regional socio-economic trends, and recent plans and policies that will serve as a foundation for strategy development.

The DKS team will compile available public charging station location data from the Alternative Fuels Data Center. For current pricing, we will review and compile data from PlugShare and other sources, including our industry contacts at the major public charging networks operating in and adjacent to the County, including Tesla, EVGo, Electrify America, and others, to fill in any missing data. DKS will summarize the data using both tables and maps, as illustrated in Figure 1, to provide both detailed and summary data in both numerical and visual forms. The existing conditions report will provide the County with a comprehensive understanding of “on the ground” infrastructure within the County. The focus of this task will be to set the stage for zero-emission vehicle (ZEV) strategy development by highlighting priorities upon which to base the strategy. This will include a detailed analysis of potential strengths including locations of existing (and planned) charging infrastructure as well as gaps in the charging network. This will provide the basis

for the identification of potentially suitable locations for EV infrastructure in Task 6.

Deliverables:

- Summary of existing conditions
- Figures of traffic data, use data, and demographic and economic data

TASK 5 - DEMAND FORECASTS & SITING ANALYSIS

The purpose of Task 5 is to identify locations for EV charging infrastructure that can encourage adoption and use of EVs by the county’s residents, businesses, and visitors, and to recommend an action plan for deploying the charging stations. Additionally, it is important in site prioritization to recognize the uniqueness of Inyo County as the home of varied remote tourist destinations including Death Valley National Park.

In order to identify priority locations for charging infrastructure, DKS will utilize our siting optimization process, developed in 2018 and implemented and improved for multiple countywide EV charging planning projects throughout the State of California. Our process includes multiple steps, including a quantitative suitability analysis, gap analysis, and prioritization refinement.

5.1 Forecast EV Adoption and Develop Adoption Scenarios

While not specifically addressed in the RFP, our team feels it is important to document forecasted growth in electric vehicles for public and fleets. The DKS team uses our New Vehicle Adoption model to forecast EV adoption in a defined geographical area by:

- Estimating the number of households in the county that match the new-car-buyer demographic by using data from Federal Reserve Economic Data (FRED) and the American Communities Survey or 2020 Census.
- Identifying annual past years’ registrations of new light-duty vehicles (cars, SUVs, vans, and pick-up trucks) and percentage of sale by classification (luxury, compact, hybrid, etc.)
- Estimating the percentage of EVs already in the county and the growth percentage over the last few years.
- Forecasting the changes in population (e.g., new housing starts, population growth, population aging)

Using this data and other information gathered as part of this task, we will project three adoption scenarios for the total number of ZEVs and subsets for residents, commuters and visitors, light-duty fleets, and heavy-duty vehicles to help determine the baseline of vehicles and estimate future charging needs.

5.2 Quantitative Suitability and Gap Analysis

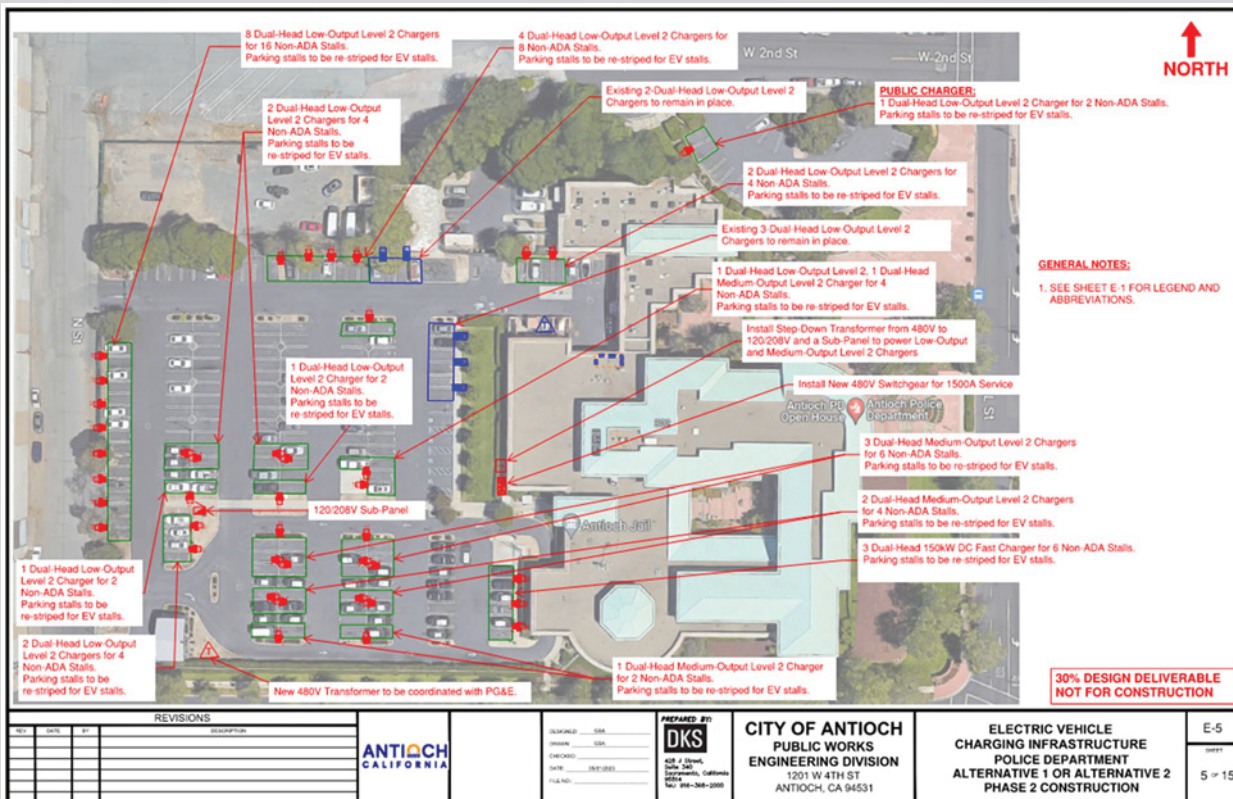
DKS will first develop a database of parcels potentially suitable for public charging in Inyo County based on County Assessor's data and catalog the data associated with each parcel. Based on relevant project experience, we expect this to include: location; size; existing land use and zoning; and if available; future planned land use and zoning. For each non-single family residential parcel, DKS will quantify a set of appropriate data fields for analysis. These will likely include: distance from existing public Level 2 and DC fast charging infrastructure (from Alternative Fuels Data Center and PlugShare), number (and percentage) of EVs registered in each parcel's ZIP code (from California Energy Commission data), population and employment density by US Census block or ZIP code, environmental justice indicators (CalEnviroScreen 4.0 and Justice40), and person and vehicle trip data derived from sources that DKS subscribes to such as Replica and/or Streetlight. DKS has extensive experience using these data platforms to analyze trip behavior by area, including person trip characteristics such as mode, distance, time, and purpose. These characteristics are all used to better define the needs of residents or employees of particular areas, as well as those traveling to, from, or through those areas.

Once all of the data has been compiled for parcels throughout the county into a comprehensive GIS database developed using spatial analysis where appropriate, DKS will prepare a prioritization tool containing appropriate

parcels including all data sources listed above. The tool will include a spreadsheet based matrix of the key prioritization variables and, through an iterative process with agency staff and stakeholders, a set of weighting criteria will be developed to help score the relative priority for each potential public charging site (parcel). Scores will be calculated based on the individual criteria score multiplied by the weighting factor. This allows for dynamic ranking of locations based on client and stakeholder input. We will provide agencies with both a tabular listing and map of the ranking by points for potential sites.

As described above, we will perform a gap analysis to identify portions of the county that are most in need of charging infrastructure investment. The gap analysis will focus on environmental justice areas mentioned previously, to identify vulnerable populations in the county, as well as on transportation corridors, such as the US 395 and SR 190 corridors. As Inyo County is also home to essential recreation destinations like Death Valley National Park, Inyo National Forest and several other parks and monuments, we will address the needs for charging along roadways that serve them based on available travel and visitation data. While site prioritization determines locations that may be particularly amenable to EV charging infrastructure, our gap analysis will determine those areas most in need of potential infrastructure in the future. A combination of these two analyses will lead to our overall recommendation of sites.

Sample Charger Siting Analysis for Public Agency Fleets



This conceptual design is an example of how the DKS team collaborates with public agencies to plan EV charging infrastructure for fleets, employees, and the public. Our collaborative effort helps ensure all project stakeholders can view and provide input on charger locations by type and use.

5.3 Draft Recommended Sites

It is important to recognize that implementation of infrastructure recommendations developed as part of this study will depend on outside contributors. If proposed sites include private property, property owners must choose to host charging stations and there must be sufficient electrical capacity. Likewise, the availability of grant and rebate programs changes from year to year. This siting analysis is specifically tailored to support NEVI requirements.

5.4 County-Operated Property (COP) Site Analysis

In accordance with the RFP, the DKS team will evaluate the suitability of properties owned or leased and operated by the County of Inyo for the installation of EV chargers for public use. Our evaluation will focus on County owned properties (COPs) with public parking including parks, campgrounds, libraries, and other facilities. Working closely with Inyo County Local Transportation Commission, we will identify site evaluation criteria to select and prioritize COPs for charger installation. Examples include public access, parking availability, stall count and utilization, nearby public and commercial amenities such as restrooms and businesses for EV drivers to use or patronize while charging, on-site lighting, parking access/egress and other safety factors. Depending on the charging strategy selected in Tasks 6 and 7 some of these sites may also be suitable for opportunity charging by County fleet EVs.

As with evaluation of fleet facilities in Task 7, we will review available facility drawings, utility bills and other available data and perform site inspections and coordinate with utilities to determine power capacity to support Level 2 or DC Fast Chargers. As we have learned from evaluating these types of locations in Davis, Encinitas, Elk Grove, El Segundo, Nevada County and elsewhere in California, there are likely Inyo County staff with local knowledge of site use and conditions who can also assist with this.

COP locations selected for charger installation will be added to maps prepared in previous tasks with the same or greater level of detail.

Deliverables:

- Summary and findings of siting analysis
- Map and ranking of high priority locations by the public input process
- Map and list of COP site ranking
- Map and summary of multimodal service area assessment
- Summary of feasibility assessment results
- Composite score ranking of EV charging facility sites

TASK 6 - INFRASTRUCTURE ANALYSIS

The objective of this task is to determine a viable fleet charging strategy and evaluate the feasibility of each County-owned facility's electrical system to accommodate charging infrastructure to ensure that electrical system upgrades are sized to meet the needs of future fleet EVs. We typically perform this task in close coordination with County electricians familiar with the fleet facilities as well as with the local electrical utilities (Los Angeles Department of Water and Power and Southern California Edison) on connecting proposed EVSE to new, upgraded, or existing electrical infrastructure.

Depending on data availability, we will likely supplement our analysis with site visits to inspect the electrical system components, including electrical panels, electrical rooms, spare conduits, conduit stub-outs, etc. While it is unlikely that demand from Inyo County's fleet and public vehicles will impact the electrical grid, we anticipate service upgrades will be required at least for larger fleet facilities. We will coordinate with utility representatives to evaluate the requirements and associated costs.

A summary of facility data we typically use in this analysis is shown below. Prior to project kickoff, we will provide a more detailed list of facility data needs.

Sample Facilities Data Relevant to Facility Electrical Capacity Analysis

- Existing electrical service: Load data (data logging) and/or electric bills to determine available electrical capacity and peak load demand
- Relevant fleet facility as-built drawings (electrical, civil, signing, and architectural)

Anticipated Subtasks

6.1 Grid Capacity Analysis. As on most of our municipal electrification strategy projects, a critical question we will answer for Inyo County is, "what electrical system upgrades (if any) will be required to provide EV charging at each facility?" On this project, we may also need to evaluate the electric grid's capacity to support hydrogen fueling infrastructure in subtask 6.3. To answer these, we will evaluate existing facility electrical loads relative to projected EV charging or hydrogen demand. We will review available electrical data, including as-built drawings of fleet depots, electrical one-line drawings, and information we will obtain from the County's electrician and utility representatives for each facility's panel and transformer capacity. As part of this task, we will also review facility electrical drawings to determine potential electrical capacity constraints and data gaps, as well as utility bills (12 months) to determine actual electrical consumption at each facility. With this information, we will calculate the available electrical capacity for each facility and determine potential grid impacts, if any.

6.2 Demand Analysis. To determine the projected electrical load, we will use the fleet analysis performed in Task 7 to determine optimal fleet charging strategy and charging equipment needs by using DKS' fleet tool to evaluate multiple potential charging strategies for review and selection by the County's fleet manager. This will subsequently allow us to estimate planning level costs to upgrade electrical infrastructure to support chargers and charger purchase and installation.

Assumption

DKS to receive all information at one time before proceeding with the analysis. If there is new or additional information added after the analysis has begun, that would be considered additional scope, effort, and schedule, which can be negotiated between the consultant and the client.

Deliverables:

- Summary and findings of infrastructure analysis

TASK 7 - COUNTY FLEET TRANSITION ANALYSIS

The objectives of this task are to:

- Identify potential barriers to fleet electrification
- Determine which internal combustion engine (ICE) powered vehicles can be replaced within the project timeframe by battery electric vehicles (EVs) or fuel cell electric vehicles (if selected)
- Prepare a plan to comply with the Advanced Clean Fleets regulation, including identifying exemptions and extensions
- Determine each vehicle's anticipated electrical energy needs and each fleet facility where these vehicles are domiciled

This task will result in an estimate of anticipated electrical demand in kWh per day for EV charging. Inputs to our analysis typically include fleet fuel card reports and, if available, telematics data for fuel consumption, supplemented with questionnaire responses or interviews with fleet managers from each department for information on daily vehicle duty cycle and nightly vehicle dwell times. This task also considers available grant and incentive funding to help plan vehicle procurement timelines and processes.

A summary of vehicle fleet data we typically use in this analysis is shown below. A more detailed list of fleet data needs will be provided prior to project kickoff.

Sample Fleet Vehicle Data Relevant to ZEV Replacement and Energy Analysis

- Inventory of vehicles by year, make, model, fuel type, VIN
- Planned replacement date (if applicable)
- Current odometer readings
- Vehicle fuel consumption records
- Duty cycle data
- Daily hours of use/nightly vehicle dwell times
- Existing and planned auxiliary equipment (parasitic electrical loads)
- Special travel behavior (long trips, emergency preparedness and response, used for a designated purpose, hot-seat with short dwell times, etc.)
- Operating days/year
- Average idling time
- Assigned parking location name and address
- Use of specialized equipment (light bars, cameras, radios, etc.)

Anticipated Subtasks

7.1 Current fleet composition. Frontier will evaluate the County's existing fleet inventory and existing fleet fuel consumption or mileage records, duty cycle, dwell time, and other data to estimate theoretical electrical demands from EV charging at each charging location.

7.2 Review Replacement Schedule. Frontier will clarify vehicle replacement time frames and prepare conceptual vehicle replacement timeframes with recommended zero emission vehicle replacements aligned with County and State carbon reduction and vehicle electrification targets, policies, and regulations such as the Advanced Clean Fleets Rule (ACF) as well as with current and coming incentives and grants.

7.3 Cost/Benefit Analysis. Frontier will identify market-ready (and soon-to-be-market-ready) EVs to replace existing ICE-powered fleet vehicles and prepare a total cost of ownership summary of fleet replacement. This will also include a high-level cost/benefit analysis of pursuing hydrogen fueling for the County fleet.

7.4 Documentation/Mapping. Frontier will host the results of this analysis available on an interactive digital dashboard that will allow County fleet and facilities managers to compare vehicle replacement timeframes and other variables by fleet facility and County department.

Deliverables:

- Summary of existing county vehicle fleet
- Cost/benefit analysis of hydrogen
- Detailed timeline for transition

TASK 8 - ECONOMIC ANALYSIS

Frontier conducts techno-economic analyses for new transportation and building technologies, and to support decision making about local ordinances to exceed California Building Codes or to revise local zoning codes to encourage charging or hydrogen stations.

To assess the costs, benefits, and consequences of implementing the EV plan, Frontier will collaborate with Inyo County Local Transportation Commission to choose an economic model, such as Lifecycle Cost Analysis, Total Cost of Ownership, and Net Present Value. We'll use the selected model to evaluate the capital and operating costs of each charging site and mobility hub, estimate the GHG savings, and forecast potential revenue from charging fees, Low Carbon Fuel Standard credits, and any other mechanisms.

The transition to ZEV fuels, charging and hydrogen, will transform local businesses and impact sales taxes and other county fees associated with petroleum fuels. It can also reduce the energy burden for residents, businesses, and government agencies through a lower-cost fuel type with more stable pricing. If Inyo County were to become an energy producer (e.g., hydrogen production), this would create new opportunities. This analysis will consider multiple if-then scenarios and the impact on residents, businesses, government agencies, schools, jobs, and tourism.

Frontier will also present multiple funding and financing opportunities. We typically recommend that our clients consider grants and incentives as revenue, not the primary funding tools. Grants are mercurial—here one day and gone the next—and require significant effort to win and administer. During the project, we will alert project stakeholders to opportunities to participate in funding programs and can provide support to compete for grants, rebates, incentives, no-interest loans, and IRS credits. If desired, we can also support stakeholders with information for a bond or tax measure.

We have learned that the benefit of a grant must significantly outweigh the work needed to win and administer the grant. A best practice has been to explore multiple traditional and non-traditional funding mechanisms as we did for the SACOG Megaregion Blueprint and the City of Sacramento Blueprint.

Anticipated Subtasks

8.1 Complete a cost/benefit analysis of the capital and operating costs for charging stations and site improvements for EVs and e-bikes, including site and electric improvements

8.2 Add cost analysis to the interactive digital dashboard

8.3 Complete an economic impact analysis of potential revenue lost and gained for the County and for local businesses

8.4 Identify and evaluate potential financing options that include grants, incentives, and other funding mechanisms

Deliverables:

- Summary and findings of economic analysis
- Cost benefit analysis of plan implementation
- List of funding sources for plan implementation

TASK 9 - IMPLEMENTATION PLAN

The purpose of this task will be to provide clear direction to implement charger deployment for public and fleet use including a work plan timeline for action by Inyo County Local Transportation Commission and its member agencies. This will be driven by grant and regulatory deadlines as well as the critical path for charger installation, addressing funding, design, utility coordination, permitting, procurement, and construction, all identified in previous tasks.

Specific to fleet electrification, Task 9 will provide actionable guidance for project implementation and identify the timeline for EV replacement for each vehicle class and charger installation by the facility, including the number, type, and location of EV charging stations needed to support full fleet electrification by the implementation phase. This guidance will be based on such factors as projected EV industry trends, fleet vehicle replacement schedules, ACF and other state mandates, and budget constraints.

For public chargers, Task 9 will provide appropriate direction for installing public chargers at County and potentially privately owned properties with a step-by-step set of actions addressing funding, design, permitting, utility coordination, charging network selection, and installation. Specifically, this plan will help queue up Inyo County for subsequent rounds of NEVI funding for infrastructure along major travel corridors. In addition, the recommendations will be added to the interactive online dashboard.

In conjunction with Tasks 1 and 3, the outreach and education campaign will notify the public and all applicable agencies of planned and installed new EV

chargers by posting on PlugShare (<https://www.plugshare.com/>), on Inyo County's and other local government websites, social media postings, and press releases to news outlets intended to raise awareness, especially within disadvantaged local communities in Inyo County. In cases where high-priority EV charging stations have been identified on private property, property owners will need to be notified of the status of planning and implementation of sites impacting their property.

Anticipated Subtasks

Subtask 9.1 Develop Timeline for Implementation:

Based on the public charger siting recommendations developed in Task 5 and the fleet electrification and charging facilities recommendations developed in Tasks 6 and 7, DKS will work with fleet and facilities managers to compare project implementation alternatives and develop a phasing strategy for implementation charging infrastructure over time with key milestones linked to specific charging needs from the State's NEVI plan or ACF and other regulatory mandates.

Subtask 9.2 Draft Implementation Plan: DKS will prepare a work plan delineating the critical path and timeline for implementation actions by the Inyo County Local Transportation Commission and its member agencies,

Subtask 9.3 Outreach/ Education Plan: DKS will prepare a roadmap for agency and public notification of planned public chargers as well as property owner notification regarding selected privately-owned charging sites.

Assumptions

Client to provide information on County budgeting procedures and timeframe

Deliverables:

- Implementation Plan
- Outreach/Education Plan

TASK 10 - DRAFT AND FINAL PLAN

The DKS team will assimilate interim deliverables developed in Tasks 1-4 to produce an Administrative Draft Alternative Fuels Vision Plan. The DKS team will respond to one set of consolidated comments from the project development team to prepare the draft will include all elements described in the RFP scope. To facilitate its accessibility to a wide range of readers, all technical information will be conveyed graphically using infographics, charts and figures to the greatest extent possible. The DKS team will address one consolidated set of comments on the administrative draft plan to produce the Draft Alternative Fuels Vision Plan for public consumption. The DKS team will prepare user-friendly PowerPoint presentations to present the draft plan to the

County's governing board.

DKS will assist regional agency staff in the development of the board staff reports. The DKS team will address comments received by the respective governing boards and from the public. Based on these comments the DKS team will prepare the Final Draft Alternative Fuels Vision Plan for final approval.

Deliverables:

- Draft Inyo County EV Charging Infrastructure Network Plan
- Response to comments received on Draft Plan
- Final Inyo County EV Charging Infrastructure Network Plan

TASK 11 - BOARD REVIEW

DKS will present the Draft Final Electric Vehicle Charging Infrastructure Network Plan for approval at the Inyo County Local Transportation Commission board meeting. Presentation materials will be based on the deliverables developed in Task 10.

Deliverables:

- PDF of final EV Charging Infrastructure Network Plan
- Presentation material for Board presentation
- Board meeting minutes

6. SCHEDULE OF WORK

DKS and Frontier are known for performing regional-scale public charging plans in 18 months or less. This is a timeframe that we believe is realistic for Inyo County as well. Depending on the availability and accuracy of fleet and facilities data, we can prepare public agency fleet plans for relatively small fleets like Inyo County's in 6-12 months.

As shown in the proposed project schedule, certain tasks can be performed concurrently while others need to be performed sequentially. We try to perform tasks concurrently whenever possible to shorten the total delivery time. For this project, we will assign different tasks to different staff to achieve this goal. For instance, our fleet electrification team will perform Tasks 6 and 7, while our public charging roadmap team will carry out Tasks 4 and 5.

It is important to note that we need to understand the energy demands from vehicle electrification in Task 7 before we complete the infrastructure analysis in Task 6. This is why these tasks may appear to be out of sequence on the schedule. We have also included ample time for Task 10 to allow for County and stakeholder input on the Draft Plan.

Task / Title	2024												2025												
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Task 0 Project Management	NTP	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI	CI
Task 1 Stakeholder Coordination																									
Task 2 Stakeholder Advisory Committee				SH																	SH				
Task 3 Public Outreach					WS																WS				
Task 4 Existing Conditions				EC																					
Task 5 Demand Forecasts & Siting Analysis																									
Task 6 Infrastructure Analysis																									
Task 7 County Fleet Transition Analysis																									
Task 8 Economic Analysis																									
Task 9 Implementation Plan																									
Task 10 Draft and Final Plan																									
Task 11 Board Review/Approval																									

Meetings/Milestones
NTP Notice To Proceed
CI Check In Meetings
SH Stakeholder Meetings
WS Community Workshops
BA Board Approval

Deliverables
EC Existing Conditions
FC Forecasts
SA Draft Siting Analysis for Review
IA Infrastructure Analysis
H2 Cost/Benefit Analysis of Hydrogen
TT Timeline for Fleet Transition
EA Economic Analysis
CB Cost/Benefit Analysis
IP Implementation Plan
OP Outreach/Education Plan

Attachment B: Schedule of Fees

PROJECT NAME: INFRASTRUCTURE NETWORK PLAN
DKS PROJECT #: A24738-000
Date: 3/26/2024

Task	Total Hours		Labor Cost by Task		
	DKS	Frontier	DKS	Frontier	Total
Task 0 Project Management					
Project Kickoff	10	2	\$2,550.00	\$340.00	\$2,900.00
Coordinate and Schedule Meetings	40	4	\$8,300.00	\$476.00	\$8,776.00
Contract and Invoice Coordination	32	4	\$6,280.00	\$476.00	\$6,756.00
Task 1 Stakeholder Coordination					
Stakeholder Database Development	10	0	\$3,000.00	\$0.00	\$3,000.00
Summary of Input Received from Stakeholders	20	0	\$3,880.00	\$0.00	\$3,880.00
Task 2 Stakeholder Advisory Committee					
Form Stakeholder Committee	16	0	\$3,190.00	\$0.00	\$3,190.00
Stakeholder Kickoff Meeting	18	0	\$2,280.00	\$0.00	\$2,280.00
Stakeholder Meetings	16	0	\$3,040.00	\$0.00	\$3,040.00
Task 3 Public Outreach					
Prepare Community Engagement Plan	20	0	\$5,050.00	\$0.00	\$5,050.00
Online Survey	14	0	\$2,840.00	\$0.00	\$2,840.00
Workshops (2)	26	0	\$5,070.00	\$0.00	\$5,070.00
Online Mapping	16	0	\$3,040.00	\$0.00	\$3,040.00
Review Community Feedback	14	0	\$2,840.00	\$0.00	\$2,840.00
Task 4 Existing Conditions					
Review Data and Documentation	18	3	\$3,670.00	\$750.00	\$4,428.00
Existing EV Infrastructure and Traffic Patterns	22	0	\$4,650.00	\$0.00	\$4,650.00
Documentation/Mapping	33	0	\$6,580.00	\$0.00	\$6,580.00
Task 5 Siting Analysis					
Forecast EV Adoption and Develop Adoption Scenarios	20	14	\$4,020.00	\$3,270.00	\$7,290.00
Quantitative Suitability and Gap Analysis	26	6	\$5,170.00	\$1,516.00	\$6,686.00
Draft Recommended Sites	26	0	\$5,490.00	\$0.00	\$5,490.00
Map and Ranking of Public Sites	26	0	\$5,310.00	\$0.00	\$5,310.00
County Operated Property (COP) Siting Analysis	34	0	\$6,710.00	\$0.00	\$6,710.00
Map and Ranking of COP sites	33	0	\$6,360.00	\$0.00	\$6,360.00
Task 6 Infrastructure Analysis					
Grid Capacity Analysis	14	4	\$2,990.00	\$834.00	\$3,824.00
Demand Analysis	14	4	\$3,310.00	\$920.00	\$4,230.00
Hydrogen Analysis	0	0	\$0.00	\$1,754.00	\$1,754.00
Task 7 County Fleet Transition Analysis					
Current Fleet Composition	16	42	\$3,640.00	\$5,745.00	\$9,385.00
Review Replacement Schedule	10	37	\$1,860.00	\$4,951.00	\$6,811.00
Cost/Benefit Analysis	16	30	\$3,320.00	\$784.00	\$4,104.00
Documentation/Mapping	13	13	\$2,660.00	\$2,080.00	\$4,740.00
Task 8 Economic Analysis					
Financial Investment Analysis	2	21	\$630.00	\$3,731.00	\$4,361.00
Revenue Analysis	4	12	\$1,130.00	\$2,017.00	\$3,147.00
Maintenance Cost Analysis	5	11	\$1,630.00	\$1,839.00	\$3,469.00
Funding Sources Analysis	0	10	\$0.00	\$2,350.00	\$2,350.00
Task 9 Implementation Plan					
Develop Timeline for Implementation	20	6	\$4,580.00	\$816.00	\$5,396.00
Draft Implementation Plan	40	8	\$8,220.00	\$1,362.00	\$9,582.00
Outreach/Education Plan	18	0	\$3,640.00	\$0.00	\$3,640.00
Task 10 Draft and Final Plan					
Draft Plan Documentation	30	11	\$5,930.00	\$1,898.00	\$7,828.00
Response to Comments	10	4	\$2,290.00	\$648.00	\$2,938.00
Final Plan	14	1	\$2,970.00	\$298.00	\$3,268.00
Task 11 Board Review/Approval					
Present Final Plan to Board For Adoption	8	0	\$2,220.00	\$0.00	\$2,220.00
Sub-Total	740	255	\$157,390.00	\$40,803.00	\$198,193.00
Expenses					
Mileage, Lodging & Per diem (up to two 325-mile round trips at \$0.67/mile)			\$1,200.00	\$0.00	\$1,200.00
Grand Total			\$158,590.00	\$40,803.00	\$199,393.00

SIGNATURE CERTIFICATE



REFERENCE NUMBER
58052E00-DA99-4816-AECA-E2FFE76CC66A

TRANSACTION DETAILS

Reference Number
58052E00-DA99-4816-AECA-E2FFE76CC66A

Transaction Type
Signature Request

Sent At
03/26/2024 17:38 EDT

Executed At
03/26/2024 18:18 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
9fcc9b37ad2e1291d18672533bd2201ca3ded3b1025682f9cdfafa6f20cabb14

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Inyo County Cost Cover Letter

Filename
Inyo_County_Cost_Cover_Letter.pdf

Pages
1 page

Content Type
application/pdf

File Size
37.6 KB

Original Checksum
4df106eff07eba1154a754b40d1de36d3e9c964d3327389fec8d35b691432a69

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name John Bosket</p> <p>Email john.bosket@dksassociates.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 961764267c3cc53aae8e0a6e1b85d2e458104d038fda8e1b8cdf403421a4395f</p> <p>IP Address 206.198.132.30</p> <p>Device Chrome via Mac</p> <p>Typed Signature <i>John Bosket</i></p> <p>Signature Reference ID A74270C7</p>	<p>Viewed At 03/26/2024 18:18 EDT</p> <p>Identity Authenticated At 03/26/2024 18:18 EDT</p> <p>Signed At 03/26/2024 18:18 EDT</p>
<p>Name Dave Tokarski</p> <p>Email david.tokarski@dksassociates.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 89b1d2e3da06984eb5b6818eb7b7acf46cef874f89d88900a048d16491d10fd0</p> <p>IP Address 216.75.245.6</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>David Tokarski</i></p> <p>Signature Reference ID F4F2254F</p>	<p>Viewed At 03/26/2024 17:38 EDT</p> <p>Identity Authenticated At 03/26/2024 17:40 EDT</p> <p>Signed At 03/26/2024 17:40 EDT</p>

AUDITS

TIMESTAMP	AUDIT
03/26/2024 17:38 EDT	Gretchen Cover (gretchen.cover@dksassociates.com) created document 'Inyo_County_Cost_Cover_Letter.pdf' on Chrome via Windows from 76.206.253.5.
03/26/2024 17:38 EDT	John Bosket (john.bosket@dksassociates.com) was emailed a link to sign.
03/26/2024 17:38 EDT	Dave Tokarski (david.tokarski@dksassociates.com) was emailed a link to sign.
03/26/2024 17:38 EDT	Dave Tokarski (david.tokarski@dksassociates.com) viewed the document on Chrome via Windows from 216.75.245.6.
03/26/2024 17:40 EDT	Dave Tokarski (david.tokarski@dksassociates.com) authenticated via email on Chrome via Windows from 216.75.245.6.

TIMESTAMP**AUDIT**

03/26/2024 17:41 EDT

Dave Tokarski (david.tokarski@dksassociates.com) signed the document on Chrome via Windows from 216.75.245.6.

03/26/2024 18:18 EDT

John Bosket (john.bosket@dksassociates.com) viewed the document on Chrome via Mac from 206.198.132.30.

03/26/2024 18:18 EDT

John Bosket (john.bosket@dksassociates.com) authenticated via email on Chrome via Mac from 206.198.132.30.

03/26/2024 18:18 EDT

John Bosket (john.bosket@dksassociates.com) signed the document on Chrome via Mac from 206.198.132.30.



428 J STREET, STE 340
SACRAMENTO CA 95814
916.368.2000
P# 24738-000

March 28, 2024

Justine Kokx, Transportation Planner
Inyo County Public Works
P.O. Box Drawer Q
168 N. Edwards Street
Independence, CA 93526

RE: COST PROPOSAL FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE NETWORK PLAN - PLANNING SERVICES

Dear Ms. Kokx and Members of the Selection Committee,

Enclosed please find the cost proposal for DKS Associates (DKS) for the Inyo County Electric Vehicle Charging Infrastructure Network Plan - Planning Services. Our cost proposal addresses functional tasks in accordance with the County's Request for Proposal (RFP) issued February 1, 2024, and updated February 8, 2024, and March 8, 2024, respectively, as well as answers to RFP questions issued March 8, 2024.

Please note that DKS's cost proposal shall be treated as proprietary and shall not be released as public information.

The cost proposal represent DKS's understanding and assumptions as described within our submitted proposal. We welcome the opportunity to refine and revise the scope of work and corresponding cost budgets to better represent the County's specific needs and interests within this contract.

We look forward to working with the County to help achieve your long-term goals for the electric vehicle charging plan. Should you have any questions or need further details, please do not hesitate to contact me on my mobile phone (916) 806-2928 or via email at dmt@dksassociates.com.

Sincerely,

David Tokarski

Dave Tokarski
Project Manager, DKS Associates

John Bosket

John Bosket, PE
Vice President, DKS Associates

Attachment D: 2023 Insurance Requirements for Certain Professional Services Agreements

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

Primary Coverage: For any claims related to this contract, the **Contractor’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo

Attachment D: 2023 Insurance Requirements for Certain Professional Services Agreements

County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$10,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

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

Attachment D: 2023 Insurance Requirements for Certain Professional Services Agreements

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

ICEVCINP Summary Scoring Worksheet

	Total	Rank
Energetics	1735	6
C&S	1630	7
ICF	1920	2
ARUP	1767.5	4
TRC	1785	3
DKS	1985	1
Energeia	1750	5

	Mike	Russ	Justine	Phil	Katie	Daniel	crosscheck
Energetics	267.5	320	322.5	275	265	285	1735
C&S	290	210	300	270	305	255	1630
ICF	325	325	335	320	295	320	1920
ARUP	287.5	325	310	285	255	305	1767.5
TRC	295	360	295	300	265	270	1785
DKS	345	270	360	320	340	350	1985
Energeia	290	320	335	275	275	255	1750



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-381

Jail Administration Remodel Project Change Order No. 3 Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Michael Errante, Public Works Director

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Authorize the Public Works Director to sign Change Order No. 3 for \$91,093.00 to Pagenkopp Construction, Inc. for additional scope-of-work on the Jail Administration Remodel Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 7th, 2023, the Board awarded a contract to Pagenkopp Construction, Inc. for \$215,898.99 for restoration work at the Inyo County Jail Facility in Independence, CA. Subsequently, Change Order #1 was approved for \$19,281.00 and signed by Michael Errante, Public Works Director. Change Order #2 for \$68,951.90 was subsequently approved. This will result in a contract value to date of \$304,131.89.

Original Contract	\$215,898.99
Change Order 1	\$19,281.00
Change Order 2	\$68,951.90
Change Order 3	\$91,093.00
Total Contract	\$395,224.89

FISCAL IMPACT:

Funding Source	Non-General Fund / Criminal Justice Funds	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure (through contract completion)		
Current Fiscal Year Impact			
Following this recommended Change Order 3 for \$91,093.00, the total cost for FY 23-24 will be \$395,224.89			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the change order and the additional scope-of-work will not be completed. This is not recommended as there is remaining budget for this project, and taking on this additional scope of work will allow for the Sheriff Administration building to be nearly completely remodeled, as opposed to leaving work incomplete for future years.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Jail Admin Remodel Project/Pagenkopp Company Inc. Contract
2. Jail Admin Remodel Change Order No. 1
3. Jail Admin Remodel Change Order No. 2
4. Jail Admin Remodel Change Order No. 3

APPROVALS:

Greg Waters	Created/Initiated - 5/16/2024
Darcy Ellis	Approved - 5/16/2024
Greg Waters	Approved - 5/16/2024
Breanne Nelums	Approved - 5/16/2024
Stephanie Rennie	Approved - 5/23/2024
Michael Errante	Approved - 5/28/2024
Grace Chuchla	Approved - 5/28/2024
John Vallejo	Approved - 5/28/2024
Amy Shepherd	Approved - 5/28/2024
Nate Greenberg	Final Approval - 5/28/2024

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of November 2023 an order was duly made and entered as follows:

*Public Works –
Jail Administration
Remodel Project*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to: A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 13, 2023

WITNESS my hand and the seal of said Board this 7th
Day of November, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:
2023-4283

Jail Administration Remodel Project Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Award the contract for the Jail Administration Remodel to Pagenkopp Company, Inc. of Big Pine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA in the amount of \$215,898.99, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Works contracted for extensive repairs due to the water damage at the Jail Administration Building. Inyo County contracted with Belfor Property Restoration to investigate and remediate water related damage to the building. This was the first phase of the project and is now complete. This contract award is for the second phase of this repair project, which is the reconstruction of the areas demolished during the remediation phase.

Inyo County received two competitive bids on November 1, 2023 to build new interior walls, including doors, insulation, drywall and paint. The bid also includes carpet, countertops and exterior paint. Bid amounts are listed below.

- 1. Pagenkopp Company Inc. \$215,898.99 (low bidder)
- 2. JTS Construction \$397,500.00

Staff recommends awarding the contract to Pagenkopp Company Inc., as they were the lowest responsible bidder.

FISCAL IMPACT:

Funding Source	Non-General Fund / Criminal Justice Funds	Budget Unit	011501
Budgeted?	Yes	Object Code	5640
Recurrence	Ongoing Expenditure (through contract completion)		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

It is recommended that your Board accept the successful low bid as submitted. We could go back out to bid or decline to do the work, but this is not recommended as your Sheriff's administrative offices at the jail are partially demolished and non-habitable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Pagenkopp Company Inc. Contract
3. Pagenkopp Bid

APPROVALS:

Darcy Ellis	Created/Initiated - 11/1/2023
Darcy Ellis	Approved - 11/2/2023
Greg Waters	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Breanne Nelums	Approved - 11/2/2023
Amy Shepherd	Approved - 11/2/2023
Michael Errante	Approved - 11/2/2023
Nate Greenberg	Final Approval - 11/2/2023

COUNTY OF INYO BID TABULATION

Project Title: Jail Administration Remodel Project

Bid Opening Date and Time: November 1st, 2023 3:30 PM

Location: County Administration Center, Independence, CA

	BIDDER NAME	BOND	ADDENDA 1	Total \$
1	JTS Construction	✓yes	✓yes	\$397,500.00
2	PAGENKOPF COMPANY Inc.	✓yes	✓yes	\$215,898.99
3				

Opened By: Hayley Carter

Present: Court Chinn

Chris Cox

D. Anderson
 - Pagenkopf Company.

John M. Finckney



**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Pagenkopp Company, Inc. _____, **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL _____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 7, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL PROJECT

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two Hundred Fifteen Thousand Eight Hundred Ninety Eight and 99/100 dollars (\$ 215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Proposal Form
- The Bid Bond
- The Faithful Performance Bond

JAIL ADMINISTRATION REMODEL Project

Construction Contract – No. 147

Page 1 of 6

110822

- The Labor and Materials Payment Bond
- Insurance Specifications
- All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices and the Plans
- Scope of Work Attachment [negotiated contracts only]
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

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

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

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

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

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

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Mike Errante, Director of Public Works

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Pagenkopp Company, Inc
124 Mountain Road
Big Pine, CA 93513

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

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

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

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: 

Name: Jennifer Roeser

Title: Chairperson

Dated: 11 /07/2023

CONTRACTOR

Pagenkopp Company, Inc.

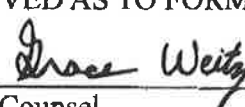
By: _____

Name: 

Title: Owner

Dated: 11 /07/2023

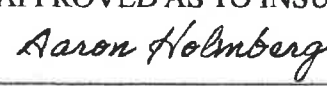
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Pagenkopp Company, Inc.**

FOR THE _____ **JAIL ADMINISTRATION REMODEL PROJECT**

INSURANCE PROVISIONS

Attachment C: 2023 Insurance Requirements for Most Contracts Including Light Construction not covered under Civil Code 2783 or 2782.5

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
2. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provided written verification it has no employees.)
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

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

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

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

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

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

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

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations and

**Attachment C: 2023 Insurance Requirements for Most Contracts
Including Light Construction not covered under Civil Code 2783 or 2782.5**

Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO**

and

PAGENKOPP COMPANY INC., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL

PROJECT

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, 11/11, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. **SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. **TIME OF COMPLETION.** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. **PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two hundred fifteen thousand eight hundred ninety-eight ⁹⁹/₁₀₀ dollars (\$215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. **ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Proposal Form
- The Bid Bond
- The Faithful Performance Bond

JAIL ADMINISTRATION REMODEL Project

Construction Contract - No. 147

Page 1 of 6

110822

BID PROPOSAL FORM

TO: COUNTY OF INYO
 Attn.: Inyo County Clerk of Board of Supervisors
 224 North Edwards Street, P.O. Box N
 Independence, California 93526
 (Herein called the "County")

FROM: Pagenkopp Company Inc
Big Pine, CA

(Herein called "Bidder")

FOR: **JAIL ADMINISTRATION REMODEL PROJECT**
 (Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on November 1st, 2023 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization	1	LS		
Demolition	1	LS		
Repair Exterior Framing	1	LS		
Construct 9 ft walls	60	LF		
Relocate Electrical	1	LS		
R 21 Insulation Exterior Walls	500	SF		
Drywall Hang, Tape, and Texture	1	LS		
Prime and Paint (interior walls)	1	LS		
Supply and Install 3'x7'SC Doors	2	EA		
Commercial Carpet	4600	SF		
Cove Base	1800	LF		
Exterior Wall Coating	1	LS		
Fabricate and Install parapet cap	1000	LF		
Replace door bottoms, door sweeps, and thresholds	2	EA		
Bid Total In Numbers	\$			
Bid Total In Words				

BID PROPOSAL FORM

Updated October 25th, 2023 by Addendum #1

TO: COUNTY OF INYO
Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Herein called the "County")

FROM: Pagenkopp Company Inc.
Big Pine, CA 93513

(Herein called "Bidder")

FOR: **JAIL ADMINISTRATION REMODEL PROJECT**
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

1. BID DEADLINE. Bids must be received no later than 3:30 P.M. on **November 1st, 2023** by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

2. PROJECT BID AMOUNT:

Item	Quantity	Unit	Unit Price	Total
Mobilization -travel, bond	1	LS		17,642
Demolition	1	LS		1293.75
Repair Exterior Framing	1	LS		2834.75
Construct 9 ft walls	30	LF		3011.85
Relocate Electrical (by Change Order)	N/A	N/A	N/A	N/A
R 21 Insulation Exterior Walls	500	SF		1236.25
Drywall Hang, Tape, and Texture	1	LS		30,245.50
Prime and Paint (interior walls)	1	LS		36,062.25
Paint all existing doors and frames	1	LS		14,662.33
Install 3'x7'SC Door, Supply 1) door frame	1	EA		1,552.00
Commercial Carpet squares 2'x2'	4500	SF		54,900
Cove Base	1800	LF		2,775.90
Exterior Wall Coating	1	LS		31,421.56
Fabricate and Install parapet cap	1000	LF		11,212.50
Fabricate and Install eyebrows over doors	2	EA		339.25
Replace door bottoms, door sweeps, and thresholds	2	EA		1016.60

BID PROPOSAL FORM

Updated October 25th, 2023 by Addendum #1

Furnish and install solid surface countertops (black color)	50	SF		5692.50
Bid Total In Numbers	\$ 215,898.99			
Bid Total In Words	Two hundred fifteen thousand, eight hundred ninety-eight and ninety-nine cents			



This bid was received on
November 1, 20 23 @ 3:15 pm
Attest: Nathan Greenberg,
Administrative Officer and Clerk of
the Board, Inyo County, CA.

By: [Signature], Assistant

DATE: January 24, 2023	AGENT CODE: 04 29671
TO: Advantage Business Insurance Services 27132 paseo Espada, Ste. 424 San Juan Capistrano, CA 92675	Fax: 714-617-1732
ATTENTION:	NUMBER OF PAGES: 1
FROM: Taylor Bren, Underwriting Specialist	
RE: File #20536970X - Theresa Pagenkopp dba Pagenkopp Company \$0.00 - Underwriting File 500K Single / 500K Aggregate Company Code: 601 - Western Surety Company	

We received the information you submitted electronically. Thank you for thinking of CNA Surety.

Based on the information submitted, we are pleased to approve the account for our FAST-Track program. We will support single jobs to \$500,000, and a bonded aggregate of \$500,000. This line is subject to acceptable credit, contracts and bond forms. For final requests that require a Performance and Payment bond, we will charge a flat rate of \$30 per \$1,000.

Thank you for placing this business with CNA Surety. If you have any questions, please contact our office.

Consider making your payment through CNA Surety ePay. Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: onlinepay.cnasurety.com and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.

Please see Special Provisions Section for details on what this lump sum must include. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

3. INCLUSION OF ALL COSTS. This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

4. CONTRACT DOCUMENTS. The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

5. ACCEPTANCE. County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

6. TIME OF COMPLETION. The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. ADDENDA. The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

Addendum #1 10-25-23

(Fill in Addendum numbers and dates Addenda have been received.
If none have been received, enter "NONE".)

WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

8. BIDDER'S BUSINESS INFORMATION. Bidder provides the following information concerning its business:

Bidder's Name: Pagenkopp Company Inc

Address: 124 Mountain Rd

Big Pine

Zip Code 93513

(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 920-8889

Federal Identification No.: _____

Contractor's License No.: 941857 State: CA

Classification: B Expiration Date: 1-31-24

Type of Business (check one):

Individual (), Partnership (), Joint Venture ()

Corporation (x), Other (Specify): _____ ()

Owners, Officers, Partners, or Other Authorized Representatives:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors;

if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

9. PROPOSAL GUARANTEE. As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

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

10. BID PROTEST. In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline

will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
 - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

11. ADDITIONAL REQUIRED DOCUMENTS. Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)

- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

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

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.



(Signature of Authorized Person)

11/1/2023

(Date)

Darrin Pagenkopp

(Printed Name)

Owner

(Printed Title)

INYO COUNTY PUBLIC WORKS DEPARTMENT

JAIL ADMINISTRATION REMODEL PROJECT

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, see attached

_____ as Principal, and
(Name of Bidder)

_____ (Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ Dollars (\$ _____) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **JAIL ADMINISTRATION REMODEL PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.

WITNESS our hands and seals this _____ day of _____, 20 ____ A.D.

Principal

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

Surety

(SEAL)

By: _____
(Title of Authorized Person)

(Address for Notices to be sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526**

JAIL ADMINISTRATION REMODEL PROJECT

**CASHIER'S OR CERTIFIED CHECK
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

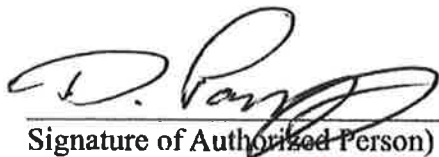
Bidder (print name): Darrin Pagenkopp

JAIL ADMINISTRATION REMODEL PROJECT
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
	CARPET	28	CA Lic # 229210	556 Dunn Circle Sparks, NV


 Signature of Authorized Person

owner.
 (Title)

DARRIN PAGENKOPP
 (Printed Name)

11/1/23
 (Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(Government Code Section 12900 et seq., Sections 11135-11139.7)

JAIL ADMINISTRATION REMODEL PROJECT

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

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

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

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

DARRIN PAGENKOPP OWNER
(Name and Title of Signer)

[Signature]
Signature

11/1/23
Date

Company Name Pagenkopp Company
Business Address 124 Mountain Rd.
 Big Pine, CA 93513.

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)

JAIL ADMINISTRATION REMODEL PROJECT

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

Darrin Pagenkopp Owner
(Name and Title of Signer)

D. Pagenkopp
Signature

11/1/23
Date

Company Name Pagenkopp Company
Business Address 124 Mountain Rd, Big Pine

CONTRACTOR AND SUBCONTRACTOR REGISTRATION
With
CA Department of Industrial Relations (DIR)
(CA LABOR CODE SECTION 1725.5)

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

D. Pano
Signed Name

11/1/23.
Date

Darrin Pagenkopf
Printed Name

PW-LR-10000964659.
CA DIR Registration No.

NON-COLLUSION AFFIDAVIT
(Public Contract Code Section 7106)
(Code of Civil Procedure Section 2015.5)

JAIL ADMINISTRATION REMODEL PROJECT

The undersigned declares:

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

11/1/23, at Big Pine, CA
(Date) (City) (State)

DARRIN PAGENKOPP
(Name and Title of Signer)

[Signature] 11/1/23
Signature Date

Company Name Pagenkopp Co Inc.

Business Address 124 Mountain Rd
Big Pine

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

JAIL ADMINISTRATION REMODEL PROJECT

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

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

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

JAIL ADMINISTRATION REMODEL PROJECT

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

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

DARRIN PAGENKOPP - Owner
(Name and Title of Signer)

D. Pagenkopp
Signature

11/1/23
Date

Company Name

Pagenkopp Co Inc.

Business Address

127 Mountain Rd.
Big Pine, CA

**LOCAL BUSINESS PREFERENCES
INYO COUNTY ORDINANCE NO. 1258**

JAIL ADMINISTRATION REMODEL PROJECT

Local Business Preference (Inyo County Ordinance No. 1258 is by reference only. Please contact Inyo County Public Works for further information.

SMALL BUSINESS ENTERPRISE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM

Department: Inyo County Public Works Department LOCATION: Independence, CA

PROJECT DESCRIPTION: JAIL ADMINISTRATION REMODEL PROJECT

TOTAL CONTRACT AMOUNT: \$ 215,898.99

BID OPENING DATE: November 1st, 2023

2023 Pagenkopp Company Inc. BIDDER'S COMPANY

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
	JAIL REMODEL		Pagenkopp Company	160,998.99

For Inyo County to Complete:

Project Number: ZP-23-028

Financing Type: _____

Contract Award Date: _____

Checked by: _____

Print Name _____ Signature _____ Date _____

Total Claimed Participation \$160,998.99

72 %

D. Pagan
Signature of Bidder

11/1/23 (760) 920-8889
Date (Area Code) Tel. No.

DARRIN PAGENKOPP
Person to Contact (Please Type or Print)

**INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)
(05/10)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

IMPORTANT: Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

ADDENDUM NO. 1
TO THE SPECIFICATIONS FOR
Jail Administration Remodel Project

October 25th, 2023

This addendum is being issued to notify bidders that the following changes have been made to the Project bid documents:

- 1. Demolition**
 - a. Stub wall in Assistant Sheriff's Room will still be removed.
 - b. Delete proposed 2 ½" pony wall on top of countertop at Records and demo cabinet and countertop below. This area will get a 3 ½" steel stud wall with drywall.
 - c. Surface communications conduit in Multi-Purpose Room will be demo'ed after IT removes the cabling.
- 2. Framing**
 - a. Wall and door addition off Hallway 2 in Public Information Officers Room have been omitted.
 - b. Add full height (9') 3 5/8" light gauge wall to area where cabinet will now be demo'd in Records.
 - c. Wire brush and prime exterior metal studs where there is visible rust.
 - d. Caulk daylight at bottom of expansion joint at prior to insulating exterior walls.
 - e. Proposed wall between Filing Room and Assistant Sheriff's Office has been removed from scope.
- 3. Doors, Frames, and Hardware**
 - a. All new doors and hardware have been removed from scope.
 - b. Only one new knock-down frame is required to pair with the repurposed door from the Records Room being reinstalled between the Sheriff's Office and the Assistant Sheriff's Office.
 - c. Existing door removed in between Civil Officer and Records will be reinstalled between Sheriff's and Assistant Sheriff's Office in a new Timely (or equal) frame
- 4. Electrical**
 - a. All electrical work will be by Change Order
 - b. The ceiling light fixture between the Filing Room and the Assistant Sheriff's Office will not need to be rotated or changed out to 2'x2' light fixtures because the proposed wall adjacent has been omitted.

5. **Painting**
 - a. Paint/Repaint all doors and frames located within the project area on the plan sheet
 - b. Paint mail organizer in Records Office black.
6. **Architectural Sheet Metal**
 - a. Add Sheet Metal Eyebrow over two exterior doors using the same Kynar 500 metal used for the parapet cap.
7. **Miscellaneous**
 - a. Add plastic corner protectors at 8) interior locations
 - b. Add FRP 4' high across two 3' legs of the Janitor's Mop Sink in Storage Room.
8. **Countertops**
 - a. Replace all plastic laminate countertops in Break Room and the Mail Room with black solid surface countertops.
9. **Flooring**
 - a. Omit carpet for Storage Room where mop sink is located. Sealed concrete to remain

Receipt of this addendum should be acknowledged by referencing Addendum #1 and the date of receipt of Addendum #1 on the Proposal Form. Failure to acknowledge receipt of this addendum on the Bid Proposal Form may be considered grounds for rejection of the bid.

If a bid is submitted, it should be with the understanding that the revisions contained herein are incorporated into the specifications for the **Jail Administration Remodel Project** and form a part of the bid documents. It is requested that Contractors that may have been given plans or specifications for this project be advised of these contract revisions.

Inyo County
Department of Public Works

Greg Waters
Senior Civil Engineer

Date: October 25th, 2023

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 1

OWNER: Public Works

DATE: December 19th, 2023

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$19,281.00 (Nineteen Thousand, Two Hundred Eighty-one Dollars and No Cents)

Original Contract Amount.....	<u>\$215,898.99</u>
Amount for previous Change Orders	<u>\$0</u>
Contract amount prior to this Change Order	<u>\$215,898.99</u>
Amount of this Change Order	<u>\$19,281.00</u>
NEW CONTRACT AMOUNT including this Change Order	<u>\$235,179.99</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR:



DATE: 12/19/2023

OWNER:



DATE: 12-19-23

Shannon Platt, Deputy Director of Public Works

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

11/21/2023

Change Order #001

JAIL REMODEL

Electrical

Rewire eight (8) 3-way switches

Rewire six (6) 20-amp receptacles

Install four (4) new switches

Install four (4) 20-amp receptacles

Re-locate one (1) 2x4 ceiling fixture

Remove and replace drywall to access receptacles

Drywall patch backs, tape, and texture from electrical work

Remove Concrete Mop Sink, repair concrete, and install new 3 ¼" floor clean-out

Weld, flash, and waterproof extensive damage to exterior walls not included in original scope (not visible)

Demo, frame, drywall, texture additional reception area (left and right side of old opening)

Provide 4 surface mount LED lights for three storage rooms

Provide three 2' x 2' troffer lights located in intake room

Provide 2 new vanities with black vanity tops, undermount white sink, and new chrome faucet, waste line

Provide new black countertops under reception window

Provide new white undermount sink and faucet with waste line

Re-locate two (2) fire sprinkler heads, drain and repressurize system

Total of change order _____ \$19,281.00

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

ACCEPTANCE OF CHANGE ORDER _____

The above process, specifications and conditions are satisfactory and hereby accepted. Pagenkopp Company, Inc. is authorized to do the work as specified. Change Order payment due as items are completed.

Please sign and return this to our office, or scan and email

DATE _____ SIGNATURE _____

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Pagenkopp Company, Inc., **CONTRACTOR**

for the

JAIL ADMINISTRATION REMODEL **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 7, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopp Company, Inc. (hereinafter referred to as "CONTRACTOR"), for the construction or removal of JAIL ADMINISTRATION REMODEL PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: JAIL ADMINISTRATION REMODEL **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: Two Hundred Fifteen Thousand Eight Hundred Ninety Eight and 99/100 dollars (\$ 215,898.99), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Proposal Form
- The Bid Bond
- The Faithful Performance Bond

- The Labor and Materials Payment Bond
- Insurance Specifications
- All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices and the Plans
- Scope of Work Attachment [negotiated contracts only]
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

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

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

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

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

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

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Mike Errante, Director of Public Works

168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: Pagenkopp Company, Inc

124 Mountain Road

Big Pine, CA 93513

15. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. **TERMINATION.** This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

19. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

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

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

23. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: 

Name: Jennifer Roeser

Title: Chairperson

Dated: 11 /07/2023

CONTRACTOR

Pagenkopp Company, Inc.

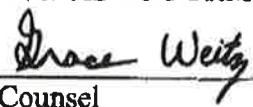
By: _____

Name: 

Title: Owner

Dated: 11 /07/2023

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 2

OWNER: Public Works

DATE: January 16th, 2024

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$19,281.00 (Nineteen Thousand, Two Hundred Eighty-one Dollars and No Cents)

Original Contract Amount	<u>\$215,898.99</u>
Amount for previous Change Orders	<u>\$19,281.00</u>
Contract amount prior to this Change Order	<u>\$235,179.99</u>
Amount of this Change Order	<u>\$68,951.90</u>
NEW CONTRACT AMOUNT including this Change Order	<u>\$304,131.89</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR: _____ DATE: _____

OWNER: _____ DATE: _____

Michael Errante, Director of Public Works

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

Inyo County Public Works
12/18/2023

Change Order Request #2

JAIL ADMINISTRATION REMODEL PROJECT

1. Carpet Tile style upgrade as per Sheriff's request-	\$4,871.40
2. Add 80 sq. ft of Carpet squares and additional black base cove in Storage room	\$1,675.50
3. Install 13 Window blinds provided by customer	\$812.50
4. Complete floor prep- grinding, scraping sanding & disposal of the old adhesive.	\$ 3555.00
5. New upgraded 24 g. parapet cap, parapet repair, flat stock, fasteners, paint, adhesive, labor, lift rental- \$69,250(less original bid 11,212.50) new price with changes-	\$58,037.50

Total of Change Order Request #2 _____ **\$68,951.90**

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE *Darrin S. Pagenkopp*

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Jail Administration Remodel Project

CHANGE ORDER NO. 3

OWNER: Public Works

DATE: May 15th, 2024

CONTRACTOR: Pagenkopp Company, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

Option 1: Upgrade the elastomeric coating for the original area (4600 SF) on the exterior of the building to VandlGuard \$3,543.00

Option 2: Prepare and paint the exterior of all remaining EFIS areas (15,800 SF) with VandlGuard \$87,550.00

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$91,093.00 (Ninety-One Thousand, Ninety-Three Dollars and No Cents)

Original Contract Amount.....	\$215,898.99
Amount for previous Change Orders	\$88,232.90
Contract amount prior to this Change Order	\$304,131.89
Amount of this Change Order	\$91,093.00
NEW CONTRACT AMOUNT including this Change Order	<u>\$395,224.89</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR:  DATE: May 16, 2024
Darin Pagenkopp (May 16, 2024 10:35 PDT)

OWNER: Michael Errante, Director of Public Works DATE: _____

Pagenkopp Company Inc.
Construction and Resort Specialists
Big Pine, CA 93513
760-920-8889(office)
714-280-6377(cell)
Lic#941857
DIR #PW-LR-10000964659
Inyo County

5/2/2024

Change Order #003
JAIL REMODEL
Additional Exterior Paint / Paint Upgrade

Original Bid-4,600 sq ft

Pressure Wash predetermined area
Surface prep and caulk as necessary
Paint predetermined section with Dunn Edwards Elastomeric Exterior Wall Coating
Mask off 6 windows
Paint 2 doors(Black)
Scaffolding, lifts, and extensions as needed

-----\$31,421.56
Paint Upgrade to VandlGuard (change order) ----- \$3,543.00
New Total-----\$34,964.56

New Proposal-Additional 15,800 sq ft

Paint an additional 15,800 sq ft (spray and back roll)
Pressure wash entire building
Surface Prep and Caulk as necessary with Zip liquid flashing
Mask off 19 windows and accessory structures
Use upgraded VandlGuard Silicone Elastomeric Paint
Prime and Paint 15 doors (Black)
Prime and Paint 19 window frames
Scaffolding, lifts, and extensions as needed

Total of New Work-----\$87,550.00
Grand Total Change Order 3 \$91,093.00

All material is guaranteed to be as specified, and the work to be performed in accordance with information provided

Respectfully Submitted: Pagenkopp Company, Inc. SIGNATURE Darrin S. Pagenkopp

ACCEPTANCE OF CHANGE ORDER _____

The above process, specifications and conditions are satisfactory and hereby accepted. Pagenkopp Company, Inc. is authorized to do the work as specified. Change Order payment due as items are completed. Please sign and return this to our office, or scan and email

SIGNATURE _____

SIGNATURE _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-376

Resolution Adopting List of Projects for Fiscal Year 2024-25 Funded by Road Maintenance and Rehabilitation Account (SB-1)

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Approve proposed Resolution No. 2024-20, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a List of Projects for Fiscal Year 2024-25 Funded by SB 1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and
B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB 1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or his designee, to sign for the RMRA funding and all associated supporting documents.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB 1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provides inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation. State law requires counties and cities to establish eligibility for SB 1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-2019 and into the future, but project lists do have to be adopted by resolution at a regular public meeting.

Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals. Public Works is bringing a resolution and project lists for the 2024-25 SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding. The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects,

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (salaries and contractors for specific projects)	Object Code	ALL
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
None			
Additional Information			
None			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project lists; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. RMRA (SB-1) FY 24-25 Resolution and Project Submittal

APPROVALS:

Greg Waters	Created/Initiated - 5/14/2024
Darcy Ellis	Approved - 5/14/2024
Greg Waters	Approved - 5/21/2024
Breanne Nelums	Approved - 5/21/2024
Michael Errante	Approved - 5/21/2024
John Vallejo	Approved - 5/22/2024
Grace Chuchla	Approved - 5/23/2024
Amy Shepherd	Approved - 5/23/2024
Nate Greenberg	Final Approval - 5/28/2024

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Inyo County, will receive an estimated \$4,114,189 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

WHEREAS, this is the 8th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout the County this year and several types of similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Inyo County, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Project #46 – Grader Overlay Projects

Project #47 – Dixon Area / Lazy A Slurry Seal Project

[Project detail for each newly proposed project can be found in Attachment A]

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required (Revised for FY 23/24)

Project #14 – Warm Springs Road Grader Overlay

Project #15 – Death Valley Road Chip Seal

Project #16 – Trona Wildrose Road Chip Seal

Project #17 – Panamint Valley Road Paver Overlay

Project #18 – Old Spanish Trail Road Grader Overlay

Project #21 – Lasky Lane Drainage Remediation

Project #22 – Micro Fiber Slurry Seal (Revised, roads added)

Project #23 - Guardrail Replacement and Modernization (Revised, roads added)

Project #24 - Trona Wildrose Reconstruction

Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project

Project #26 - Lone Pine Sidewalks and ADA Improvement Project

Project #27 – Various Roads Fog Coat Project (Revised, roads added)

Project #28 – Short-Span Bridge Repair, Rehab, or Replacement Projects (Span less than 20')

Project #29 – BPMP (Bridge Preventative Maintenance Projects - Span 20' and over)

Project #30 – Horseshoe Meadows Road Slide Repair Project

Project #31 – Sugarloaf Road Grader Overlay

Project #32 – Watterson Road Grader Overlay

Project #33 – Substation Road Grader Overlay

- Project #34 – China Ranch Road Grader Overlay
- Project #35 – Bob White Road Grader Overlay
- Project #36 – Stateline Road FLAP Full Reconstruction Project
- Project #37 – Collins Road Bridge Reconstruction
- Project #38 – Poleta Road Bridge (City of Bishop Cost Sharing)
- Project #39 – Silver Canyon Road Bridge Rehabilitation
- Project #40 – Independence Town Roads Slurry Seal
- Project #41 – Emigrant Pass Old Spanish Trail HSIP Grant
- Project #42 - Buttermilk Road Rehabilitation
- Project #43 – Storm & Snowmelt Runoff Road Rehabilitation
- Project #44 – Climate Resiliency – Armoring and Repair
- Project #45– Lone Pine Road Yard Construction Project

[Project detail for each relisted project can be found in Attachment A]

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California
this _____ day of _____, 2024, by the following vote:

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #46

Grader Overlay Projects

TR#18-002

Description:

Apply Cold Mix Asphalt (CMA) to the following roads:

Locations:

Road #	Road Name	Length (miles)	Length (feet)	Width (feet)	Square Feet	Comments
1051	South Mountain View Road	0.2	1056	30	31,680	
2013	Poleta Road	0.3	1584	30	47,520	
3002	Glacier Lodge Road	0.5	2640	22	58,080	
5024	Cactus Flat Road	1.3	6864	22	151,008	From HWY 395 to dirt
					288,288	Total SF

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$577,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #47

Dixon Area / Lazy A Roads Slurry Seal Project

TR#18-002

Description:

The Bear Creek / Lazy A Slurry Seal Project is intended to apply a Micro Fiber Slurry Seal to all paved roads. The Inyo County Road Crews will prepare the surface with crack filler and the slurry seal will be applied by a contractor.

Locations:

Road #	Segment #	Road Name	Start	End	Length (ft)	Width (ft)	Square Feet
1086	1	BAR M LANE	BARLOW LANE	ROCKING W DRIVE	804	37	29,748
1087	1	BAR L LANE	BARLOW LANE	ROCKING W DRIVE	746	37	27,602
1091	1	ROCKING W DRIVE	US 395	BAR L LANE	736	37	27,232
1091	2	ROCKING W DRIVE	BAR L LANE	END	1894	37	70,078
1106	4	SANIGER LANE	JUNIPER STREET	DIXON LANE	895	33	29,535
1107	1	JUNIPER STREET	SANIGER LANE	VALLEY VIEW DRIVE	1105	31	34,255
1108	1	VALLEY VIEW DRIVE	DIXON LANE	JUNIPER STREET	901	30	27,030
1108	2	VALLEY VIEW DRIVE	JUNIPER STREET	CHOCTAW DRIVE	1376	38	52,288
1109	1	WEST STREET	SANIGER LANE	WEST END	1222	31	37,882
1109	2	WEST STREET	SANIGER LANE	EAST END	336	30	10,080
1120	2	CHOCTAW LANE	SIOUX LANE	VALLEY VIEW DRIVE	465	37	17,205
1122	1	WILSON CIRCLE	VALLEY VIEW DRIVE	END (CDS)	369	33	12,177
1124	1	BEAR CREEK DRIVE	BAR L LANE	BAR M LANE	1836	33	60,588
1125	1	SILVER CREEK DRIVE	BARLOW LANE	BEAR CREEK DRIVE	168	37	6,216
1137	1	STONE CIRCLE	VALLEY VIEW DRIVE	END (CDS)	412	33	13,596
1141	1	GRAZIDE CIRCLE	VALLEY VIEW DRIVE	END (CDS)	351	33	11,583
1145	1	HOBBS CIRCLE	VALLEY VIEW DRIVE	END (CDS)	380	37	14,060
Total Square Feet							481,155
Total Square Yard							53,462

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025

SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement

Description;

In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602 (attached). Also included in this incident is the repair and stabilization of Birchim Lane #1006, a County Road. Birchim Lane is a secondary primitive road that allows access to the effected community, and has now become the primary access to the community of 40 Acres. Birchim Lane has also qualified under the OES Disaster incident and is eligible for the 75% reimbursement of project cost from the State of California. Environmental and bridge design are currently underway for the North Round Valley Bridge, as well as design and repair of Birchim Lane. The Office of Emergency Services has approved the Engineers estimate of \$3,400,000 for the North Round Valley Bridge Replacement, as well as \$600,000 for the Birchim Lane repair and stabilization. It is anticipated that the State of California OES will fund \$3,000,000; Inyo County will provide the 25% contribution of \$1,000,000 with SB1 funds. Due to the anticipated three to four year construction schedule, it is anticipated that the County contribution will be divided over the FY2020-2021, FY2021-2022, FY2022-2023 and FY 2023-2024 SB1 funding cycles, at \$250,000 each cycle.

NOTE: This project is complete but remains as a listed project because the environmental closeout will take five years, ending in FY 27/28.

Locations;

North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles North West of Bishop.

Estimated useful life;


Useful life is 50 years

Anticipated construction date;

Pre-Con Schedule 7/1/2020 through 6/30/2021 Construction Schedule 7/1/2021 through 06/30/2024

Costs for this project are estimated to be;

25% County contribution requirement; \$1,000,000, (Anticipate dividing between FY2020-2021, FY2021-2022, FY2022-2023, and FY 2023-2024 SB1 cycles. **Environmental Closeout will cost about \$60,000, at approximately \$12,000/year.**

 <p>STATE OF CALIFORNIA Cal OES GOVERNOR'S OFFICE OF EMERGENCY SERVICES</p> <p>California Disaster Assistance Act Damage Survey Report (DSR)</p> <p>3602</p>	STATE DISASTER NUMBER: 2017-11	FEDERAL DISASTER #: N/A
	STATE APPLICANT ID NUMBER: 027-00000	FEDERAL PA ID #: NA
	STATE INCIDENT PERIOD: 03/01/17 to 07/30/17	
	TYPE OF DISASTER: <input type="checkbox"/> Governor's Proclamation or <input checked="" type="checkbox"/> Director's Concurrence <input type="checkbox"/> Earthquake or <input type="checkbox"/> Flood/Winter Storm or <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Other (Please Specify Type): Snow Melt	
TYPE OF CDAASR CATEGORY: <input type="checkbox"/> Emergency Work or <input checked="" type="checkbox"/> Permanent Work C ROAD SYSTEMS AND BRIDGES		
SUPPLEMENT TO CDAASR #:		
SUBGRANTEE NAME: Inyo County		
FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):		
North Round Valley Road-Pine Creek Bridge. Round Valley CA, Inyo County		COUNTY: Inyo
DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:		
Excessive amounts of snow caused by the January-February 2017 Storms Disaster and a rain event in the mountains, produced extraordinary high flows in Pine Creek resulting in severe erosion to the south bank and bridge failure. Pine Creek flows scoured away approximately 50 feet of embankment and roadway south of the southern bridge abutment. Scouring beneath the footing of the southern abutment compromised the integrity of the bridge structure resulting in settling of the southern abutment and pulling the bridge deck away from the north abutment.		
SCOPE OF WORK:		
Work to Be Completed: Permanent restoration will include removing damaged bridge structure and debris from the Pine Creek channel. Constructing a new 75' by 35' Reinforced Concrete Box Girder Bridge with abutments, constructing approach slabs, roadwork and guard railing, installing and placing rip rap for slope and scour protection. Traffic has been detoured to Birchim Lane as an alternate route until the bridge can be constructed (duration of 2-4 years). Birchim Lane will require work/maintenance to safely address the increased volume of traffic for this duration. Preliminary Engineering and Construction Engineering will include bridge design, surveying, geotechnical studies, hydraulic studies, environmental and archaeological clearances, material testing, coordination with various regulatory agencies, construction management and project documentation.		
Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NKN	Federal DSR/PW Number: N/A
Federal Program:	<input type="checkbox"/> EMA <input type="checkbox"/> URCS <input type="checkbox"/> HWA <input type="checkbox"/> SACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount: N/A
Is this an Historic Structure?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NKN	On National Register? <input type="checkbox"/> 50+ Years Old? <input type="checkbox"/>
Significant Effect on Environment?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NKN	Is Project Cat-X or Stat-X? <input type="checkbox"/> ES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NKN
Is there Insurance for Damages?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NKN	Insurance Recovery: \$ 0 Ins. Deductible \$ 0
Work done by Force Account Labor?	<input type="checkbox"/> ES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NKN	Percentage of Work Completed at Inspection: 10%
Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet:	TOTAL COSTS: \$2,730,670.00	
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection: 1/25/2018
Marcia Burchiel	<i>Marcia Burchiel</i>	Date of DSR Submission to AC: 1/25/2018
Name of Local Representative	Representative's Signature	Recommend Eligible? <input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
Kelley Williams	Concur by Phone	Concur with Scope of Work? <input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
Name of Reviewer/Manager	Reviewer/Manager Signature	Contact Telephone Number: (760) 878-0292
Peter Crase	<i>Peter Crase 1/29/18</i>	Date Reviewed: 01/25/18
Public Assistance Officer	PAO Signature	Recommend Eligible? <input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
David Gillings	<i>David Gillings 2/6/18</i>	Approved? <input checked="" type="checkbox"/> ES <input type="checkbox"/> NO
		See attachment explaining changes or denial
		Amount \$: 2,730,670.00

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #13 (Revised FY 23/24)

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:

Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary. **This project has been revised to provide funding for the purchase, repair, or maintenance of trucks and equipment to accomplish this scope-of-work.**

Locations:

County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Bine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

Estimated useful life:

Useful life is 10 years

Anticipated construction date:

7/01/2024 through 6/30/2025

Costs for this project are estimated to be:

\$1,500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #14

Warm Springs Road Grader Overlay

TR#18-002

Description:

The Warm Springs Road Grader Overlay includes the prepping, tack coating, and application of a 2" +/- layer of Cold Mix Asphalt (CMA) to 2.3 miles of existing roadway 24' wide. Also included in this scope-of-work is any necessary shoulder backing and ditch clearing/shaping, as well as striping/asphalt markings.

Location:

The location is from US 395 to Eastside

Estimated useful life:

The estimated useful life is 15 years for the CMA overlay

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$900,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #15

Death Valley Road Chip Seal

TR#18-002

Description:

The Death Valley Road Chip Seal includes the application of chip sealing to 4 miles of existing roadway 24' wide. Also included in this scope-of-work is the striping/asphalt markings for areas overlaid by the chip seal.

Location:

The location is the road segment from 11.2 miles and 15.2 miles east of US 395 on Hwy 168 out of Big Pine.

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #16

Trona Wildrose Road Chip Seal

TR#18-002

Description:

The Trona Wildrose Road Chip Seal includes the chip sealing of 2) 2 mile long segments of roadway 22' wide. Also included in this scope-of-work are the striping/asphalt markings for areas overlaid by the chip seal.

Location/s:

The location of the two road segments are north of the Inyo County Line on the South end

Estimated useful life:

The estimated useful life for the chip seal is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$650,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #17

Panamint Valley Road Paver Overlay

TR#18-002

Description:

The Panamint Valley Road project involves performing a paver overlay of intermittent segments of the 14 mile long section of existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Panamint Valley Road is between Highway 190 and Trona Wildrose Road

Estimated useful life:

The estimated useful life for the overlay is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #18

Old Spanish Trail Road Grader Overlay

TR#18-002

Description:

The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22' wide. Also included in this scope-of-work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:

The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:

The estimated useful life for the grader overlay is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation

TR#18-002

Description:

The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location:

The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:

The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$20,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #22

Micro Fiber Slurry Seal Various Roads (revised, roads added)

TR#18-002

Description:

The Micro Fiber Slurry Seal Project involves the application of a reinforced slurry seal to various roads within Inyo County road system.

Locations:

Aspendell

2023	COLUMBINE DRIVE
2027	NORTH STREET
2081	ALPINE DRIVE
2086	WHITE PINE ROAD
2087	IRIS DRIVE
2088	CATARACT ROAD
2089	SAGE ROAD
2090	CARDINAL ROAD
2091	BROOK LANE
2093	RESERVOIR ROAD
2098	SIERRA SUMMIT
2099	SUMAC ROAD
2100	MANZANITA ROAD

South Lake Area

2095	HABEGGER LANE
2096	CANYON DRIVE
2097	MOUNT TOM VIEW DRIVE

Big Pine East

3201	POPLAR STREET
3202	CENTER STREET
3203	LOCUST STREET
3204	HOME STREET

Big Pine West

3206	CROCKER AVENUE
3207	CORNELL STREET
3208	DEWEY STREET
3209	CHESTNUT STREET
3210	WALNUT STREET
3211	BLAKE ROAD
3212	WEST STREET

West Bishop

1118	SARAH VIEW
1117	AUDREY LANE
1090	ORINDA DRIVE
1018	VALLEY WEST CIRCLE
1023	SUNRISE DRIVE
1074	LONGVIEW DRIVE
1050	HIGHLAND DRIVE

Round Valley

1003	NORTH ROUND VALLEY ROAD (Pine Creek to Birchim)
1114	HARDY ROAD

Estimated Useful Life:

The estimated useful life for the microfiber slurry seal is five (5) years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #23 (Revised 5-9-23)

Guardrail Replacement and Modernization

TR#18-002

Description:

The guardrail replacement and modernization will be performed at various segments of guardrail within the Inyo County Road system.

Locations:

The guardrails to be replaced and or modernized include initial sections on the follow roads: Mumy Lane, Reata Road, Sunland Drive, Dixon Lane, Whitney Portal Road, Eastside Road, Five Bridges Road, East Warm Springs Road, Sabrina Road, South Brockman Lane, Pine Creek Road, and Onion Valley Road.

Estimated useful life:

The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$1,000,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #24

Trona Wildrose Reconstruction

TR#18-002

Description:

The Trona Wildrose Reconstruction Project will reconstruct one (1) mile of Trona Wildrose Road. The road has deteriorated due to base failure. The failed section of asphalt will be removed by grinding, and the product of the grinding operation will be used to supplement imported Type II Class B base, which will be spread and compacted, and a new 4" section of hot mix asphalt (HMA) will be placed and rolled in two lifts. A new centerline and fog lines will be painted on the asphalt.

Location:

One (1) mile of Trona Wildrose Road starting at the Inyo County/San Bernardino County line.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #25

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

Description:

The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

Locations:

All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

Estimated useful life:

The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

Total Project Costs \$1,500,000

Inyo County Match \$220,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act

FY 2024/2025 SB 1 Projects

Project #26

Lone Pine Sidewalks and ADA Improvement Project

TR#18-002

Description:

The Lone Pine Sidewalks and ADA Improvement Project will require the removal and replacement of several sidewalks in the Town of Lone Pine.

Locations:

All proposed sidewalks to be removed and replaced will be brought up to ADA standards. Potential segments of sidewalks to receive this remediation work include Whitney Portal from Washington to Jackson, Jackson from Whitney Portal to Begole, as well as Locust Street in front of the school.

Estimated useful life:

The estimated useful life for the reconstruction of this road is thirty (30) years minimum

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$100,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #27

Various Roads Fog Coat Project

TR#18-002

Description:

The Various Road Fog Coat Project involves the preparation and application of fog seal and associated striping and pavement markings of Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040), and Ed Powers Road

Locations:

Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040), and Ed Powers Road

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #28

Short Span Bridge (20' and under) Project

TR#18-002

Description:

Repair, rehabilitation, or replacement of all short span bridges 20' and under including the associated bridge rails.

Locations:

Mummy Lane 1
Mummy Lane 2
South Brockman Lane
Sunland Drive
Poleta Road
Whitney Portal Road - Canal
Whitney Portal Road - Turnout
Whitney Portal Road - Hairpin
Reata road
East Warm Springs Road -1st Bridge off US Hwy 395
East Warm Springs Road - 2nd Bridge off US Hwy 395
East Warm Springs Road - 4th Bridge off US Hwy 395
Dixon Lane East of Saniger at Canal
Five Bridges Road at Owens River
Eastside Road, Just North of Redding Canyon
Sabrina Bridge Below New Construction
Sabrina Bridge Above New Construction
Five Bridges Road West of Granite 1st Bridge
Five Bridges Road West of Granite 2nd Bridge
East Warm Springs Road - 3rd Bridge off US Hwy 395
Collins Road Bridge over Big Pine Canal

Estimated useful life:

The estimated useful life of these repairs is 30 years

Anticipated construction date:

July 2024 through June 2027

Costs for this project are estimated to be:

\$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #29

BPMP (Bridge Preventative Maintenance Projects)

TR#18-002

Description:

The scope-of-work involves all bridges 20' and over that are inspected periodically by Caltrans Bridge Engineers for the Inyo County Public Works. Several of the bridges need concrete patch work and the application of epoxy coating to the traffic surface.

Locations (initial listing):

48C0005 Mazourka Canyon Road
48C0009 Whitney Portal Road
48C0010 Old Sherwin Grade Road
48C0012 E Bishop Creek Road
48C0014 Whitney Portal Road
48C0015 Glacier Lodge Road
48C0016 Glacier Lodge Road
48C0023 Old Sherwin Road
48C0024 Lubken Canyon Road
48C0032 Bell Access Road
48C0035 Cottonwood Powerplant Road
48C0036 Cottonwood Road
48C0037 Ash Creek Road
48C0038 Fall Road
48C0041 Pine Creek Road
48C0043 Dixon Lane
48C0045 Manzanar Reward Road
48C0047 Five Bridges Road

Estimated useful life:

The estimated useful life of this 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #30

Horseshoe Meadows Road Slide Repair Project

TR#18-002

Description:

One lane of the Horseshoe Meadows Road was lost due to erosion over the years, at a location near the top of the switchbacks climbing the face of the mountain. The plan is to design and pour a reinforced cantilevered roadway to replace the lost road width.

Locations:

Horseshow Meadows Road

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$1,000,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #31

Sugarloaf Road Overlay Project

TR#18-002

Description:

This project involves the overlay of approximately 1 mile of Sugarloaf Road with Cold Mix Asphalt (CMA).

Locations:

Sugarloaf Road West of Big Pine

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project # 32

Watterson Road Overlay Project

TR#18-002

Description:

Apply cold mix asphalt overlay to approximately .3 miles of road surface

Locations:

Watterson Road off Barlow Lane in West Bishop

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$80,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #33

Substation Road Overlay Project

TR#18-002

Description:

Apply cold mix asphalt to 1.67 miles of Substation Road

Locations:

Substation Road near Lone Pine, CA

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$400,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #34

China Ranch Road Overlay Project

TR#18-002

Description:

Apply Cold Mix Overlay to 1 mile of China Ranch Road

Locations:

China Ranch Road, off Furnace Creek Road in Tecopa

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #35

Bob White Road Overlay Project

TR#18-002

Description:

Apply Cold Mix Asphalt overlay to .66 miles of Bob White Road in Tecopa

Locations:

Tecopa, CA

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$170,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #36

State Line Road FLAP Grant Reconstruction Project

TR#18-002

Description:

The scope of this project includes rehabilitation and widening of 5.21 miles of State Line Road from Death Valley Junction to the State Line of Nevada. State Line Road will be widened to 28-feet. This includes two 12-foot-wide travel lanes and two 2-foot-wide paved shoulders along with grading, drainage structures, full depth reclamation, placement of crushed aggregate base and asphalt pavement, signage, striping, and any other safety-related features.

Locations:

State Line Road from Death Valley Junction to the Nevada State Line

Estimated useful life:

The estimated useful life of this treatment is 30 years

Anticipated construction date:

July 2024 through June 2028

Costs for this project are estimated to be:

\$17,167,000 Total Estimated Project Costs

\$15,400,000 FLAP (Federal Land Access Program) Grant

\$1,767,000 Inyo County Match Requirement, of which \$160,000 has been paid from RMRA Funds to initiate the FLAP Grant

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #37

Collins Road Bridge Reconstruction Project

TR#18-002

Description:

The Collins Road Bridge over the Big Pine Canal was damaged during the winter of 22/23 storm cycle. After the last storm in March 2023 the West Abutment wall was leaning significantly due to scouring under the abutment footing. The Inyo County Engineer determined that the bridge was damaged beyond repair and authorized LADWP to remove the failed structure before it collapsed into the waterway. The current plan is to order precast box culverts and install them as soon as the water flows drop in the Fall months.

Locations:

Collins Road Bridge over Big Pine Canal

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #38

Poleta Road Bridge Project

TR#18-002

Description:

The Poleta Road Bridge is located on the boundary between the City of Bishop and Inyo County. City of Bishop is planning to reconstruct the bridge but has requested that Inyo County contribute an appropriate amount of funding based on the percentage of bridge structure within the Inyo County ROW (Right-of-Way)

Locations:

East line Street at the boundary between City of Bishop and Inyo County

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

The entire project is intended to be STIP funded, but Inyo County Public Works is programming in contingency funding \$50,000 from RMRA (SB-1) Funds.

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #39

Silver Canyon Road Bridge Rehabilitation Project

TR#18-002

Description:

The Silverado Canyon Road Bridge is requiring rehabilitation to bring it up to current standards.

Locations:

The Silverado Canyon Road Bridge is located near Laws, CA

Estimated useful life:

The estimated useful life of this treatment is 30 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$75,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #40

Independence Town Roads Slurry Seal Project

TR#18-002

Description:

The Independence Town Roads Slurry Seal Project is intended to apply a Micro Fiber Slurry Seal to all paved roads and alleyways in the Town of Independence. The Inyo County Road Crews will prepare the surface with crack filler and the slurry seal will be applied by a contractor.

Locations:

All roads in Independence, CA

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$700,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #41

Emigrant Pass Old Spanish Trail HSIP Grant Project

TR#18-002

Description:

The Local Transportation Commission (ICLTC) on behalf of the Road Department prepared a successful grant application for the Federal Highway Safety Improvement Program (HSIP) grant (attached) to apply high friction surface treatment, install chevron signs at five curves, and one flashing beacon for westbound traffic prior to the first curve. The grant approved a \$209,600 project cost request with a 10% match of \$20,960.

Locations:

Emigrant pass, Old Spanish Trail

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

Total project costs \$230,560

HSIP Grant \$209,600

Inyo County match funding \$20,960 from RMRA funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #42

Buttermilk Road Rehabilitation Project

TR#18-002

Description:

Buttermilk Road is a non-paved road that provides access to locals and visitors alike to the Buttermilk Mountain Climbing Area. The road was severely damaged during the floods that resulted from the atmospheric rivers of FY 22/23. The road needs to be filled and graded to make it driveable again.

Locations:

Buttermilk Road is access from CA 168 west of Bishop, CA near Starlite Road.

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #43

Storm & Snowmelt Runoff Road Rehabilitation Project

TR#18-002

Description:

Several roads in Inyo County were heavily damaged as a result of the 2022-2023 storm cycle when back-to-back atmospheric rivers resulted in severe erosion of both paved areas and shoulders within the right-of-way. Additionally, the snow pack in the southern High Sierras is currently at 442% as of May 12th, 2023. This snow pack will eventually result in more flooding and damage to roads and bridges as ambient nighttime temperatures stay above 32 degrees.

Scope-of-Work

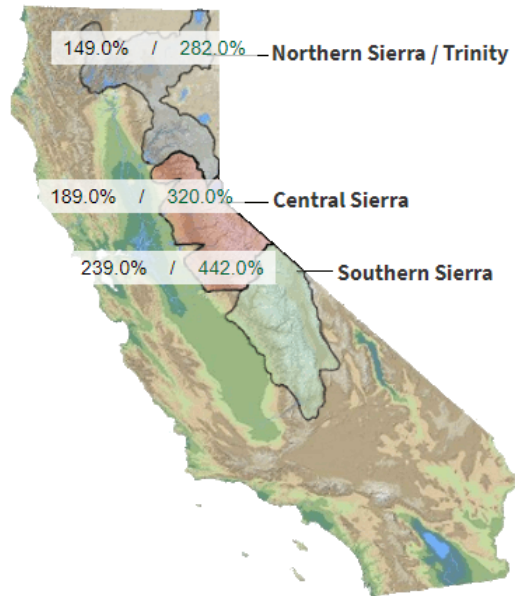
The work to be performed under this project involves the importation of structural fill material to be placed and compacted in the areas where erosion took place within the right-of-way. It also involves the removal of damaged asphalt paving, the restoration of the Type II Class B base material, and the replacement of any asphalt paving that was lost as a result of the erosion. Also included in this work is the replacement of damaged or undersize culverts and headwalls or flares, painting of striping and pavement markings, signage, placement of rock slope protection, and other armoring to prevent similar damage in the future.

Snow Water Equivalents (inches)

Provided by the California Cooperative Snow Surveys

Data For: **12-May-2023**

% Apr 1 Avg. / % Normal for this Date



Change Date :

Locations:

The road damage is distributed county-wide, but the roads with the greatest damage to date are Whitney Portal Road and Old Sherwin Grade Road. We are currently assessing all of the roads in Inyo County to arrive at a more concise damage estimate.

Estimated useful life:

The estimated useful life of this treatment is 5 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1 Projects

Project #44

Climate Resiliency – Armoring and Repair Project

TR#18-002

Description:

This project is intended to provide funds to armor and repair roads as necessary to minimize damage from the effects of the FY 22/23 storm cycle, as well as anticipated snow melt runoff, including the installation of culverts and headwalls, installation of rock slope protection, and other improvements to prevent similar damage in the future.

Locations:

Affected roads are distributed throughout Inyo County, but the roads that are currently candidates for this work are Whitney Portal Road, Old Sherwin Grade Road, Buttermilk Road, Five Bridges Road, South Lake Road, Manzanar Reward Road, Onion Valley Road, Glacier Lodge Road, and Horseshoe Meadows Road.

Estimated useful life:

The estimated useful life of this treatment is 10 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act FY 2024/2025 SB 1
Projects

Project #45

Lone Pine Road Yard Construction Project

TR#18-002

Description:

This project involves the construction of a new road yard maintenance building in Lone Pine, CA.

Locations:

Lone Pine, CA

Estimated useful life:

The estimated useful life of this treatment is 50 years

Anticipated construction date:

July 2024 through June 2025

Costs for this project are estimated to be:

\$500,000+ from RMRA (SB-1) Funds



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-380

Highway Safety Improvement Program Onion Valley Guardrail Project - Notice of Completion Resolution, Coral Construction Change Order No. 2, Eastern Sierra Engineering Amendment No. 3

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Approve Change Order No. 2 in the amount of \$33,371.00 for additional work performed by Coral Construction, Inc.;
- B) Approve Amendment No. 3 in the amount of \$4,000.00 for additional work performed by Eastern Sierra Engineering;
- C) Approve Resolution No. 2024-21, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Onion Valley Guardrail Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. Eastern Sierra Engineering was awarded a design contract as a result of an RFP issued by Inyo County Public Works. Eastern Sierra Engineering has completed the design of the replacement guardrail segments. The Board approved the plans and specifications for the advertisement for bids at the June 6th, 2023 Board meeting. The low and only bid on the project was from Coral Construction Company of Wilsonville, Oregon.

All but one segment of guardrail was removed and replaced last Fall 2023 by Coral Construction, but Segment 10 required that the asphalt roadway be removed and a 16" thick concrete roadway 83' long and 25' wide was installed to support the traffic lane and provide a place to attach the new guardrail. At the direction of Inyo County Public Works, the length was increased to 91'. Additionally, a continuous concrete curb was placed along the inside radius to prevent scouring by storm waters. This resulted in an increase in the quantities of the scope-of-work beyond that in the original contract. This resulted in the necessity for a change order to Coral Construction Company for \$33,371.00

Eastern Sierra Engineering also provided construction services beyond the scope of their agreement. This resulted in the necessity for an Amendment 3 to their consultant agreement for \$4,000.00

FISCAL IMPACT:

Funding Source	Non-General Fund (FHWA)	Budget Unit	034601
Budgeted?	Yes	Object Code	5715
Recurrence	Ongoing Expenditure (project now complete)		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve Change Order No.2 to the contract with Coral Construction, Inc. for additional work performed on the Onion Valley Guardrail Project. This would result in Coral Construction Company not being fairly compensated for the work they performed at the direction of Inyo County Public Works. The Board could choose not to approve Change Order No. 3 to Eastern Sierra Engineering for additional construction services provided during the construction phase of the Onion Valley Guardrail Project. This would result in Eastern Sierra Engineering not being fairly compensated for the services they performed at the direction of Inyo County Public Works. The Board could also choose not to approve a Resolution directing the Public Works Director to record a Notice of Completion for the project. Failure to sign a Resolution allowing the Public Works Director to record a Notice of Completion would result in the contractor, Coral Construction Company not being paid their retention.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Onion Valley Guardrail Project/Coral Construction Co. Change Order No. 2
2. Notice of Completion Onion Valley Guardrail Project
3. Notice of Completion Resolution Onion Valley Guardrail Project
4. Onion Valley Guardrail Eastern Sierra Engineering Amendment No. 3

APPROVALS:

Greg Waters	Created/Initiated - 5/15/2024
Darcy Ellis	Approved - 5/16/2024
Greg Waters	Approved - 5/23/2024
Breanne Nelums	Approved - 5/23/2024
Michael Errante	Approved - 5/28/2024
Grace Chuchla	Approved - 5/28/2024
John Vallejo	Approved - 5/28/2024
Amy Shepherd	Approved - 5/28/2024
Nate Greenberg	Final Approval - 5/28/2024

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Onion Valley Guardrail Project

CHANGE ORDER NO. 2

OWNER: Public Works

DATE: May 15th, 2024

CONTRACTOR: Coral Construction Company

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

Add 115 SF of concrete curb along the inside radius of the roadway	\$11,700.00
Add 213 SF to the area of the concrete roadway	\$21,671.00
Total Change This Change Order	\$33,371.00

DESCRIPTION	TIME EXTENSION	AMOUNT
-------------	----------------	--------

Increase the contract amount by \$33,371.00 (Thirty-Three Thousand, Three Hundred Seventy-One Dollars & No Cents)

Original Contract Amount.....	<u>\$1,024,950.00</u>
Amount for previous Change Orders	<u>\$11,550.00</u>
Contract amount prior to this Change Order	<u>\$1,036,500.00</u>
Amount of this Change Order	<u>\$33,371.00</u>
NEW CONTRACT AMOUNT including this Change Order	<u>\$1,069,871.00</u>

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER:

ACCEPTED BY:

CONTRACTOR: _____ DATE: 5/15/2024

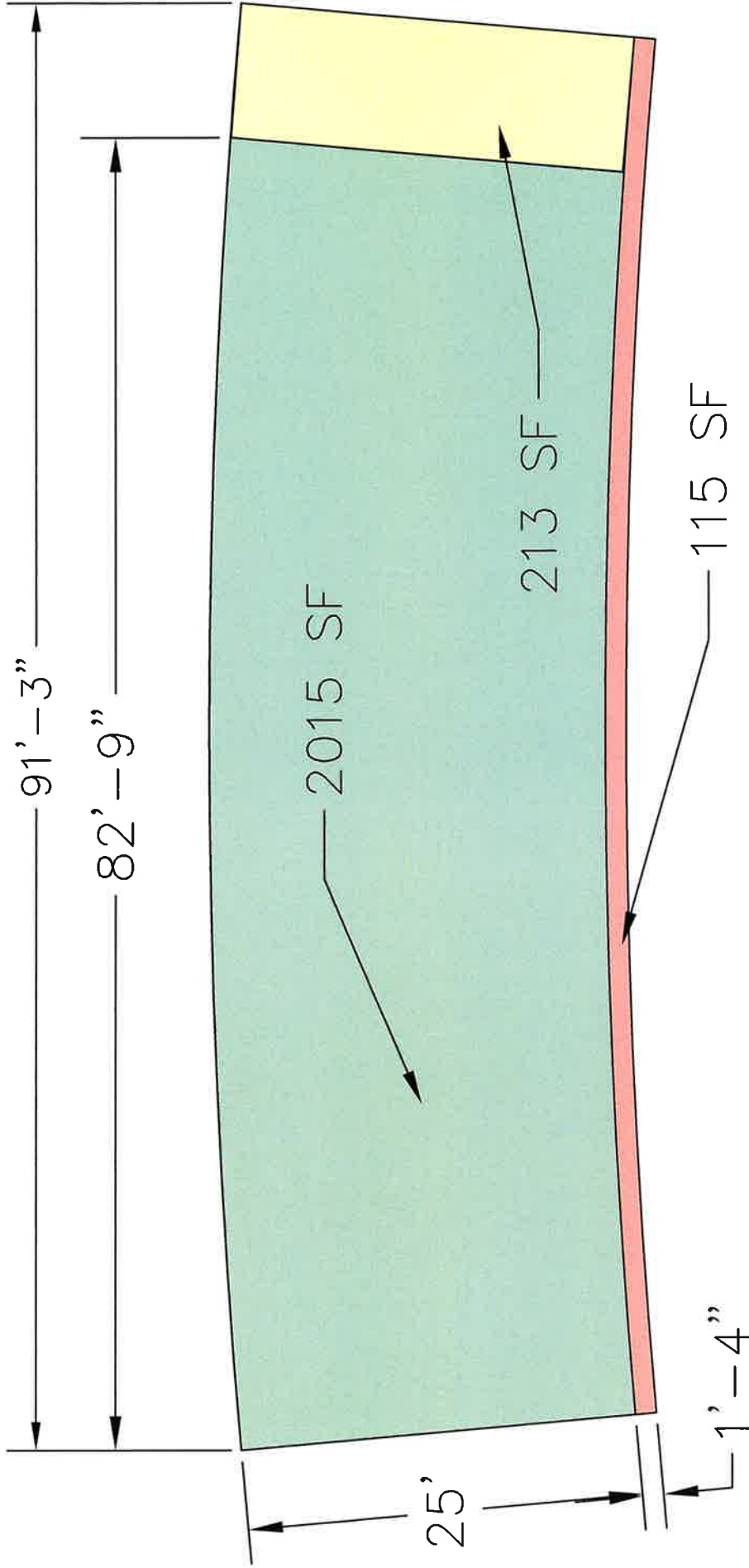
OWNER: _____ DATE: _____
Michael Errante, Director of Public Works

OnionValley Guardrail – Extra Concrete Areas

Base Contract = 2015 SF = \$205,000

Extra Concrete Area = 115 SF Curb + 213 SF Longer CL FT = \$33,371

This additional work was performed at the direction of Greg Waters and Shannon Platt



**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93526**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Onion Valley Guardrail Project on the property hereinafter described was completed on May 16th, 2024 and was accepted by the Inyo County Board of Supervisors on June 18th, 2024.
2. The property on which the Onion Valley Guardrail Project has been completed is Onion Valley Road, West of Independence, CA
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the County Roads.
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted June 18th, 2024 by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that conducted the Onion Valley Guardrail Project pursuant to the construction contract with the owner is Coral Construction, Inc. of Wilsonville, Oregon

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the purchase order.

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Onion Valley Guardrail Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante

RESOLUTION #2024 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
ONION VALLEY GUARDRAIL PROJECT**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Onion Valley Guardrail Project has been completed in accordance with the project specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Onion Valley Guardrail Project.

Passed, approved and adopted this _____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

by _____
Assistant Clerk of the Board

INYO COUNTY CONTRACT AMENDMENT FORM

PROJECT: Onion Valley Guardrail Project

AMENDMENT NO. 3

OWNER: Inyo County Public Works

DATE: May 21, 2024

CONSULTANT: Eastern Sierra Engineering

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION AMOUNT

Increase Contract for Task 7 'Services During Construction'

Original Contract Amount.....	<u>\$137,956.17</u>
Amount for previous Amendment	\$27,474.00
Contract amount prior to this Amendment	<u>\$165,430.17</u>
Amount of this Amendment	<u>\$4,000.00</u>
NEW CONTRACT AMOUNT including this Amendment	<u>\$169,430.17</u>

DATE OF TIME FOR COMPLETION AS OF THIS AMENDMENT: December 31, 2024

ACCEPTED BY:

CONSULTANT: 

DATE: May 21, 2024

OWNER: _____

Mike Errante, Director of Public Works

DATE: _____



**EASTERN
SIERRA
ENGINEERING**

main: 442.228.5049
140 Whitney Alley
Bishop, CA 93514
www.esengr.com

CIVIL ENGINEERING & CONSTRUCTION SERVICES

Sent via email to: gwaters@inyocounty.us

PROJECT INVOICE

Invoice Number: 240408
Date: 5/17/2024
Work Performed Through: 4/27/2024

To: Greg Waters
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

Project: Onion Valley Guardrail Project

Project No: 21.3.50

Description of Work Performed: Civil design & traffic analysis services. Services performed 03/31/2024 through 04/27/2024.

Services				Amount
	<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Task 7 - Services During Construc				
Project Manager	Jennifer Roman, PE	17.00	\$147.61 /hr	\$2,509.37
Staff Engineer	Baily Mirtle	1.0	\$77.09 /hr	\$77.09
Staff Engineer	Reed Welsh, EIT	6.5	\$112.07 /hr	\$728.46
Mileage for Onion Valley inspection 220 miles at \$0.67				\$147.40
				\$3,462.32

Total Direct Labor Costs \$3,462.62

Total This Invoice \$3,462.32

Please make checks payable to: Eastern Sierra Engineering, PC.
4515 Towne Drive
Reno, NV 89521

Thank you for your business. Payment is due within 30 days.

Eastern Sierra Engineering is dedicated to exceptional customer service, protecting your confidential information and assuring you a safe payment experience. As a proactive measure and due to the ever increasing number of reported cybersecurity incidents in the United States and abroad, we are urging our customers to be doubly vigilant in reviewing email communications that may use an unknown sender address or domain name, but purport to be from Eastern Sierra Engineering. **Please note that Eastern Sierra Engineering will not request payment by wire transfer.** If you have any questions about our policies or receive a questional email purporting to be from us, we ask you to contact us immediately by telephone.

Eastern Sierra Engineering

TIME VERIFICATION

FILTERS USED :

Time Entry Date In : 3/31/2024 To 4/27/2024

and Employee : ALL

and Master Project In : 21350 Onion Valley Guardrail

EMPLOYEE NAME: **Baily Mirtle**

CL: - Client | BILL - Billable | APVD - Approved

DATE	ACTIVITY	DESCRIPTION	HOURS	CLI HOURS	BILL	APVD
7 -TASK 7 SERVICES DURING CONSTRUCTION 21350 ONION VALLEY GUARDRAIL : 21350 ONION VALLEY GUARDRAIL						
4/1/2024	Staff Engineer: concrete Submittal	Staff Engineer	1.00	1.00	Y	Y
7 -Task 7 Services During Construction 21350 Onion Valley Guardrail : 21350 Onion Valley Guardrail Total:			1.00	1.00		
Baily Mirtle Total:			1.00	1.00		

Signature  Date May 21, 2024

Approved by  Date May 21, 2024

GROUPED BY Project


Eastern Sierra Engineering

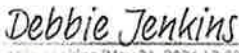
TIME VERIFICATION

EMPLOYEE NAME: Jennifer Roman

CL = Client | BILL = Billable | APVD = Approved

DATE	ACTIVITY	DESCRIPTION	HOURS	CLI HOURS	BILL	APVD
7 -TASK 7 SERVICES DURING CONSTRUCTION 21350 ONION VALLEY GUARDRAIL : 21350 ONION VALLEY GUARDRAIL						
4/3/2024	Senior Engineer: <i>Schedule site visit, slab length revisions</i>	Senior Engineer	2.00	2.00	Y	Y
4/4/2024	Senior Engineer: <i>Schedule site visit, slab length revisions</i>	Senior Engineer	1.00	1.00	Y	Y
4/5/2024	Senior Engineer: <i>Schedule site visit, slab length revisions</i>	Senior Engineer	1.00	1.00	Y	Y
4/11/2024	Senior Engineer: <i>Site visit</i>	Senior Engineer	11.00	11.00	Y	Y
4/15/2024	Senior Engineer: <i>Concrete strength for opening, setting anchor bolts</i>	Senior Engineer	1.00	1.00	Y	Y
4/23/2024	Senior Engineer: <i>Bolt questions</i>	Senior Engineer	1.00	1.00	Y	Y
7 -Task 7 Services During Construction 21350 Onion Valley Guardrail : 21350 Onion Valley Guardrail Total:			17.00	17.00		
Jennifer Roman Total:			17.00	17.00		


 Signature _____ Date May 21, 2024

Approved by 
 _____ Date May 21, 2024

GROUPED BY Project

Eastern Sierra Engineering

TIME VERIFICATION

EMPLOYEE NAME: **Reed Welsh**

CLI = Client | BILL = Billable | APVD = Approved

DATE	ACTIVITY	DESCRIPTION	HOURS	CLI HOURS	BILL	APVD
7 -TASK 7 SERVICES DURING CONSTRUCTION 21350 ONION VALLEY GUARDRAIL : 21350 ONION VALLEY GUARDRAIL						
4/17/2024	Staff Engineer II: epoxy	Staff Engineer II	6.50	6.50	Y	Y
7 -Task 7 Services During Construction 21350 Onion Valley Guardrail : 21350 Onion Valley Guardrail Total:			6.50	6.50		
Reed Welsh Total:			6.50	6.50		

Signature _____

Date

Approved by _____

Date

GROUPED BY

Project



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-402

DataPilot - Digital Forensics & Certified Training Grant Application

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Chris Connolly

RECOMMENDED ACTION:

Authorize the submittal of the DataPilot Digital Forensics and Certified Training grant application.

BACKGROUND / SUMMARY / JUSTIFICATION:

The DataPilot Digital forensics and certified training grant will provide the department with mobile digital equipment and specialized training. This enhancement will enable the department to retain digital items, such as cell phones, within the agency for forensic analysis, eliminating the need to outsource these tasks.

FISCAL IMPACT:

Funding Source	Digital Forensics & Certified Training Grant-DataPilot	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	One-time expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
\$6,895, which accounts for 50% of the cost of the equipment and program.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the grant. This alternative is not recommended as the awarded funds will assist in efforts regarding digital forensics.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

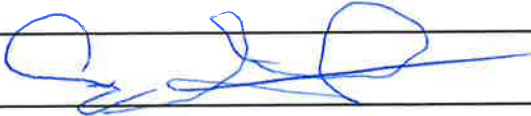
1. DataPilot Grant Documents

APPROVALS:

Lindsey Stine	Created/Initiated - 5/24/2024
Darcy Ellis	Approved - 5/24/2024
Lindsey Stine	Approved - 5/24/2024
Keri Oney	Approved - 5/24/2024
John Vallejo	Approved - 5/28/2024
Amy Shepherd	Approved - 5/28/2024
Nate Greenberg	Approved - 5/28/2024
Stephanie Rennie	Final Approval - 5/28/2024

NEW FUND/BUDGET UNIT INFORMATION

Department Request:

Date: 05/23/2024	Budget Unit Name:
Type of Budget: Check one: <input checked="" type="checkbox"/> Grant Budget <input type="checkbox"/> Trust <input type="checkbox"/> Operating Budget	
Budget Officer responsible for budget unit: SHRF-SHERIFF	Type of Funding: Check one: <input type="checkbox"/> State <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Other
Brief description of what the new fund/budget will be used for: This grant will provide digital forensic software and certified training. Will allow access to pull evidence data from digital devices for evidence purposes.	
Accrue Interest? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Department Head Signature: 

CAO/Budget Officer Approval:

Signature:

For Auditor-Controller's Office Use Only:

Assigned Budget Unit #:		Assigned Fund #:	Fund Group #:
Function Code #:	Activity Code #:	Assigned Department #:	Budget Report: <input type="checkbox"/> Exclude <input type="checkbox"/> Inactive
Interest Earnings Assigned To:		Special Code: <input type="checkbox"/> GASB34 <input type="checkbox"/> Other	
Signature:			

GRANT PROCESSING REQUEST FORM

County of Inyo

DATE : 5/23/24				
DEPARTMENT: Sheriff				
GRANT PROGRAM: Data Pilot Digital Forensics & Certified Training				
GRANTING AGENCY: Data Pilot		AGENCY CONTACT:		AGENCY PHONE NO: 949-341-0007
IF FEDERAL GRANT... CFDA #		EXAMPLE OF NUMBER Dept: Department of Education (Agency No.) 84.XXX (Grant Program No.)		
PROGRAM TITLE: Digital Forensics & Certified Training				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
			X	
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN DEPARTMENT BUDGET? <input checked="" type="radio"/> Y <input type="radio"/> N				
ACCOUNT TO WHICH THE MATCH WILL BE CODED:			BUDGET UNIT: NEW BUDGET UNIT REQUESTED? <input checked="" type="radio"/> Y <input type="radio"/> N	
INDIRECT COSTS? Y N			AMOUNT	
REIMBURSEMENT GRANT? Y <input checked="" type="radio"/> N				
FINANCIAL & PROGRESS REPORTS PREPARED BY: Lindsey Stine			REQUEST FOR FUNDS SUBMITTED BY: Lindsey Stine	
PROJECT DIRECTOR: Stephanie Bonnie				
PHONE: 760-878-8576		FAX: 760-878-0402		EMAIL: lstine@myocounty.us

REVIEWED & APPROVED BY AUDITOR-CONTROLLER:	SIGNATURE:	DATE:
---	------------	-------

REVIEWED & APPROVED BY SAMS ADMINISTRATOR:	SIGNATURE:	DATE:
---	------------	-------

REVIEWED & APPROVED BY BOARD OF SUPERVISORS	BOARD ORDER ATTACHED Y N	BOARD APPROVAL DATE:
--	--------------------------	-------------------------

SYSTEMS ACCESS

Description/Access Level (e.g. HR System, Financials, SIS, Moodle, PeopleAdmin, Compass membership, etc.)	Access Set Up By (Dept Rep Initials)	Date Requested	Access Terminated By Dept Rep (Initials)	Access Terminated On (Date)



Please see the included grant information for Digital Forensics & Certified Training. We are proud to partner with local law enforcement, probation/parole, and correctional agencies to help keep their communities safe. We understand this has been a challenging time for law enforcement agencies and that budgets are running thin.

For agencies with current digital forensic software, this program allows you to acquire new technology, while saving money on your current yearly software subscription costs. This program also allows you to add much needed field triage capabilities to your current lab-based tools.

For agencies with no current digital forensic software, you can now have access to pull evidence data from digital devices. Certified Training is included with this program. We look forward to partnering with you in helping keep your community safe.

Our grant program is made possible by our amazing law enforcement partners who have donated unused and underutilized licenses for agencies in need.

Thank you,

Jeremy Kirby
Grants Coordinator
DATAPILOT, Inc.



Congratulations to the below recipients from Q1 2024:

- Center Township Police (PA) Barrington Police Department (NJ) City of Crocker Police Department (MO) Cross County Sheriff Office (AR)
Bangs Police Dept (TX) Blaine County Sheriffs Dept (OK) Crescent City Police Dept (CA) Broadwater County Sheriffs Dept (MT) Highmark Health Police (PA)
Harrisburg Police Dept (IL) Liberty Lake Police Department (WA) Beaverhead County Sheriff's Office (MT) York City Police Department (SC)
Troutman Police Department (NC) Ontario Police Department (OR) Jackson County Sheriffs Office (CO) Jackson County Sheriffs Office (CO)
Eufaula Police Department (OK) Cowley County Sheriff's Office (KS) Brighton Police Department (TN) Aspen Police Dept (CO) Apache County Sheriff (AZ)

2024 Mobile Forensics LTP Grant

All Departments Can Apply including State Agencies

Grant Background: This grant is set up for law enforcement agencies to acquire much needed Mobile Forensics Software and training for their departments. Law enforcement agencies are having trouble keeping up with increasing amounts of cases involving cell phone data. Agencies have to ship cell phones to outside sources for their mobile forensic needs. This is time consuming and can lead to a loss of data or legal precedence. The Mobile Forensics LTP Grant allows law enforcement agencies the ability to acquire their own mobile forensic software at steeply discounted prices due to the goodwill of agencies allowing the transfer of unused or underutilized licenses and devices. Agencies can now obtain multiple licenses and receive training with the grant. **2024 Update:** Recent surveys have shown that obtaining evidence data in the field is now a top priority for law enforcement agencies. The new field triage device can be acquired as part of this program or by itself.

Need:

- **Qualified Agencies should have less than 380 sworn officers/deputies**
- **All Correctional facilities, probation & parole departments may apply**
- Qualified Agency shall have a need for mobile forensic software or training
- Agency employee must be able to attend on-demand training for up-to 4 hours (does not need to be continuous) of total time.

Description of Project:

- **Goals:** The Mobile Forensic LTP Grant should be used by law enforcement agencies to help build cases and increase conviction rates. This should be a benefit to the community that they serve.
- **Objectives:** The grant's objective is to allow law enforcement agencies to have quick access to and training on, state-of-the-art mobile forensic tools in use throughout the USA.
- **Process:** Return application below and allocate matching funds. Spots are available on an immediate needs basis. **Program is non-competitive as it is first come, first serve.**
- **Outcome:** This grant aims to allow **up to 120** agencies nationwide (2024 FY), the ability to obtain mobile-forensic software and training at a steeply discounted rate through matching in-house funds and donated licenses.

Description of the Product and What is Included:

- **Mobile Forensic Training:** Learn how to acquire, analyze and report on mobile forensic data found on cell phones and tablet computers. Learn how to preserve evidence data from devices, Physical vs. File System vs Logical vs ADB Rooting: New link-screen technology. App analysis: SQL, DB Forensics, Time formats in files. Analyze using Timeline, Link Graph, Prime List/ Etc. Use of desktop view and how to locate, view and share evidence data with D.A. and prosecuting attorney.

Return to: DATAPILOT C/O Grants Department 18200 Von Karman Avenue Suite 780 Irvine CA, 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007

Description of the Product and What is Included (continued):

- **DATAPILOT 10:** A first-of-its-kind field triage device for acquiring data in the field or back in the lab. The portable device is in use throughout the United States with hundreds of agencies and allows LE personnel to quickly acquire evidence from cell phones and tablet computers. Techno Power Kit (TPK) for added field capabilities.
- **DP Desktop Forensic Software:** Acquire evidence with multiple acquisition methods from thousands of cell phones and tablet computers. Analyze evidence with link analysis, timeline, keyword search, activity map and gallery. Ease case management and creation. View all data including application data and deleted data when applicable. Show chain of custody. Create evidence reports for use in court and flag individual files with notes.



DATAPILOT 10 field device

Budget:

We understand that federal funds have become harder to receive. Departments do not have the funds needed to purchase a single mobile forensic software suite plus the additional cost of training. Nor do they have the time or resources to drive to other jurisdictions for help in acquiring cell phone data. This grant drastically cuts down the cost of acquiring DATAPILOT 10, currently in use by the USSS, DHS and various other Law Enforcement agencies. Certified mobile forensic training on the device is included as well at no additional cost.



DP Desktop analytics software

Work plan/Timeline:

- All applications for the Mobile Forensics LTP Grant must be received prior to 6/28/2024 and agency funds must be received by 08/16/2024.
- Grant is non-competitive and is issued on a first come first serve basis for **no more than 120** law enforcement agencies. **Please return application at your earliest convenience.**
- Equipment is shipped directly to LE agency
- Once equipment is received, user must register for certified training and complete before using the forensic device.



Fill Out Application



Receive Equipment



Training Provided

Return to: DATAPILOT C/O Grants Department 18200 Von Karman Avenue Suite 780 Irvine CA, 92612
Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007

Agencies may choose any (or all) of the options below. Please circle what item you would like below and fill out the application. Email this page to grants@datapilot.com for approval.

	MSRP	Grant Pays	Cost Per License to Law Enforcement Agency	Amount of licenses needed *Max 2
Grant Option 1 DATAPILOT 10 with Certified Training and Techno Power Kit	\$5,885	\$3,440	\$2,445	Circle Below 1 2
Grant Option 2 DPDesktop forensic software (2year license) & Certified training	\$8,785	\$4,845	\$3,940	Circle Below 1 2
Grant Option 3 DPDesktop forensic software, DATAPILOT 10, (2year licenses) Techno Power Kit, Certified Training	\$13,870	\$6,895	\$6,975	Circle Below <u>1</u> 2

Application may be returned via email or mail: Approval process takes less than a week.

Name: Lindsey Stine
 Organization: Inyo County Sheriff's Office
 Address: 305 S. Clay St. PO Box Drawer 5
 City: Independence St. CA Zip: 93526
 Phone: 760 878 8076
 E-mail: lstine@inyocounty.us

Amount of Sworn Full Time Officers/Deputies: 33

Current Mobile Forensic Software in Use (if none, mark N/A): N/A

Est. Volume of Cell Phone Extractions per Month: 6-10

Prepared by: Lindsey Stine Rank: Approved by Sheriff Stephanie Bernie Sergeant Chris Connolly - Investigator

Signature: Lindsey Stine Date 5/23/24 Scan your application and email to: grants@datapilot.com

Return to: Datapilot C/O Grants Department 18200 Von Karman Avenue Suite 780, Irvine, Ca. 92612
 Or via Email to: grants@datapilot.com www.datapilot.com Call us at 949.341.0007

Get Digital Evidence Data, Immediately in the Field

✔ Cell Phones ✔ Tablets ✔ Smart Watches ✔ Drones ✔ CCTV ✔ Gaming Systems ✔ More



DATAPILOT

New for 2024

- Faster acquisitions
- More supported devices
- Acquire from HDMI devices
- Acquire from smart watches
- Advanced analytics



Real-Time Acquisition



ACQUIRE

Collect Data Fast

Add our new Fast Extraction software to your current computer and enhance your forensic capabilities today.



View Results On-Scene

Review pertinent data, right on-scene, so you can make informed decisions quickly, without delay



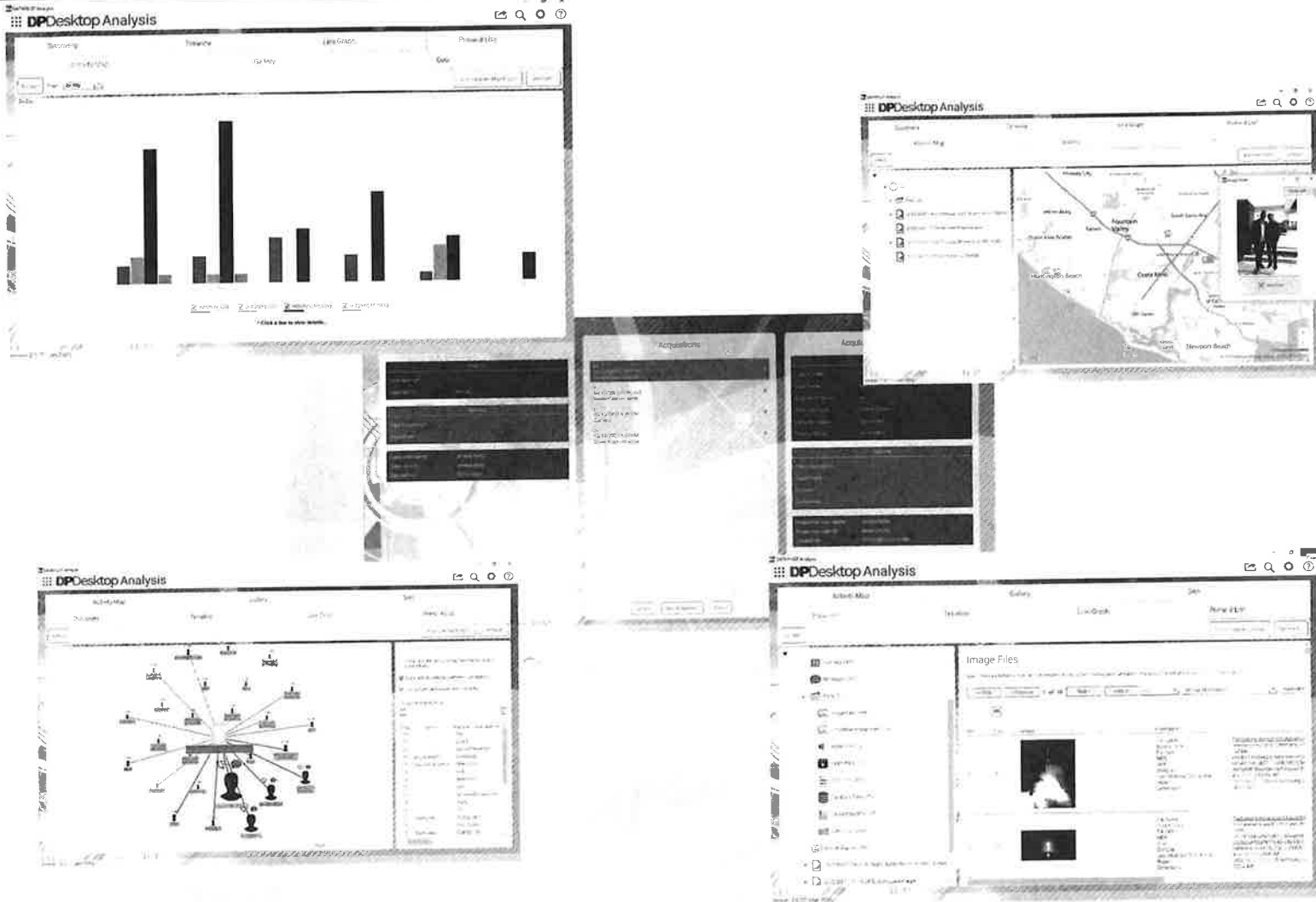
More Devices

Get data directly from wearable devices without the need of accompanying cell phone.

Order Today at datapilot.com



Enhance Your Investigation and Intelligence Capabilities with our Advanced Analytics



Benefits of DATAPILOT Solutions

- Portable for field or lab use
- Training Included
- US Based Company
- 8 Acquisition Methods
- Powers Target Devices
- Works with Other Forensics Tools
- Search & Reporting Features
- Export data to .csv, .xml, PDF and SQL
- Works on Apple & Android Devices
- Customizable for Agency Specs



Solve more cases, faster with DATAPILOT 10.
Order today at datapilot.com

DATAPILOT

18200 Von Karman Ave. Suite 780, Irvine, California 92612 | 949.341.0007 | datapilot.com



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-187

Ratification of Payment to Axon Enterprises, Inc.

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Michael Atkins

RECOMMENDED ACTION:

A) Declare Axon Enterprises, Inc. of Scottsdale, AZ a sole-source provider of gap coverage, body cameras, evidence storage, redaction tool assistant, and installation; and B) Ratify payment to Axon Enterprise, Inc. of Scottsdale, AZ in the amount of \$1,181.35 for gap coverage; and C) Approve the agreement between the County of Inyo and Axon Enterprise Inc. of Scottsdale, AZ. for the provision of body cameras, evidence storage, redaction tool assistant in an amount not to exceed \$664,465.62 for the period of May, 1, 2024 through June 30, 2028, contingent upon the Board's approval of future budgets and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Sheriff's Department is requesting continued replacement, maintenance, and storage of Axon body-worn cameras. Axon's body-worn cameras provide unique features, durability, and reliability, and their software offers full integration with our current Taser (conducted energy devices) as well as secure cloud storage. No other body camera provider can provide full integration with Taser equipment or many of the features of the Axon body cam. These items are standard-issued equipment for Sheriff's Personnel and are essential to our daily operations.

FISCAL IMPACT:

Funding Source	Non-General Fund AB443 Small and Rural County Sheriff Funding	Budget Unit	022700
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
\$1,181.35 for gap coverage between March 26, 2024, and June 30, 2024			
Future Fiscal Year Impacts			
FY 2024-2025, \$131,246.66; FY 2025-2026, 2026-2027, 2027-2028, \$133,009.43 annually FY 2028-2029, \$133,009.32			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decide to deny the sole source and direct staff to initiate a Request for Proposals. The Sheriff's staff does not recommend this course of action as they would lose access to five years of evidence storage and not have body camera video footage or maintenance until a new contract can be enacted. This recommendation would be costly, create an officer safety situation, and open the County up to potential risk.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Axon Quote for Inyo County - Updated with GAP Coverage until July

APPROVALS:

Riannah Reade	Created/Initiated - 5/17/2024
Darcy Ellis	Approved - 5/17/2024
Riannah Reade	Approved - 5/17/2024
Keri Oney	Approved - 5/22/2024
Grace Chuchla	Approved - 5/23/2024
John Vallejo	Approved - 5/23/2024
Amy Shepherd	Approved - 5/29/2024
Nate Greenberg	Approved - 5/29/2024
Stephanie Rennie	Final Approval - 5/29/2024



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-523211-45387.776DG

Issued: 04/05/2024

Quote Expiration: 03/21/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 126706

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Inyo County Sheriff's Office - CA 550 South Clay Street INDEPENDENCE, CA 93526 USA	Inyo County Sheriff's Office - CA PO Drawer S Independence CA 93526 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Michael Atkins Phone: 760-608-9045 Email: matkins@inyocounty.us Fax:

Quote Summary

Program Length	61 Months
TOTAL COST	\$641,271.35
ESTIMATED TOTAL W/ TAX	\$664,465.62

Discount Summary

Average Savings Per Year	\$26,873.73
TOTAL SAVINGS	\$136,608.15

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$1,181.35	\$0.00	\$1,181.35
Jul 2024	\$127,072.92	\$4,173.74	\$131,246.66
Jul 2025	\$128,254.27	\$4,755.16	\$133,009.43
Jul 2026	\$128,254.27	\$4,755.16	\$133,009.43
Jul 2027	\$128,254.27	\$4,755.16	\$133,009.43
Jul 2028	\$128,254.27	\$4,755.05	\$133,009.32
Total	\$641,271.35	\$23,194.27	\$664,465.62

Quote Unbundled Price:	\$777,879.50
Quote List Price:	\$680,754.50
Quote Subtotal:	\$641,271.35

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	60	\$344.15	\$297.90	\$297.90	\$625,590.00	\$23,194.27	\$648,784.27
A la Carte Hardware									
H00001	AB4 Camera Bundle	35			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	1		\$0.60	\$0.62	\$248.00	\$0.00	\$248.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	1		\$10.00	\$9.57	\$287.10	\$0.00	\$287.10
ProLicense	Pro License Bundle	4	1		\$40.00	\$39.00	\$156.00	\$0.00	\$156.00
BasicLicense	Basic License Bundle	37	1		\$15.00	\$13.25	\$490.25	\$0.00	\$490.25
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
Total							\$641,271.35	\$23,194.27	\$664,465.62

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	35		06/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1		06/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	39		06/01/2024
AB4 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	39		06/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	5		06/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5		06/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5		06/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	35		06/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	70		06/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	2		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	2		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	1		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	2		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	2		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	2		08/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	35	2	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	35		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	700		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	210		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	35		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	35		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	6		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1		10/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	110		10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	280		10/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	100		10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	280		10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	36		12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5		12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	2		02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2		02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2		02/01/2027

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	2		02/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	110		10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	280		10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	TASER 10 LIVE CARTRIDGE	100		10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	280		10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	36		06/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5		06/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	37	06/01/2024	06/30/2024
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	37	06/01/2024	06/30/2024
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	06/01/2024	06/30/2024
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	06/01/2024	06/30/2024
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	06/01/2024	06/30/2024
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	06/01/2024	06/30/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST - LICENSE - PLUS	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	350	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	35	07/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	35	11/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	35	11/01/2024	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2024	06/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	35
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	35
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	35	06/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	1	06/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	06/01/2025	06/30/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	08/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	2	08/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	08/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	08/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	35	10/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	10/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	35	10/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	10/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	10/01/2025	06/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/01/2025	06/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
	550 South Clay Street	INDEPENDENCE	CA	93526	USA
2	550 South Clay Street	INDEPENDENCE	CA	93526	USA

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Gap	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$287.10	\$0.00	\$287.10
Upfront Gap	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	400	\$248.00	\$0.00	\$248.00
Upfront Gap	BasicLicense	Basic License Bundle	37	\$490.25	\$0.00	\$490.25
Upfront Gap	ProLicense	Pro License Bundle	4	\$156.00	\$0.00	\$156.00
Total				\$1,181.35	\$0.00	\$1,181.35

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	H00001	AB4 Camera Bundle	35	\$0.00	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Annual Payment 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	\$112,572.92	\$4,173.74	\$116,746.66
Upfront PSO	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Upfront PSO	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,500.00	\$0.00	\$2,500.00
Upfront PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	\$0.00	\$0.00	\$0.00
Total				\$127,072.92	\$4,173.74	\$131,246.66

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	H00001	AB4 Camera Bundle	35	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Annual Payment 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	\$128,254.27	\$4,755.16	\$133,009.43
Total				\$128,254.27	\$4,755.16	\$133,009.43

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	H00001	AB4 Camera Bundle	35	\$0.00	\$0.00	\$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Annual Payment 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	\$128,254.27	\$4,755.16	\$133,009.43
Total				\$128,254.27	\$4,755.16	\$133,009.43

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	H00001	AB4 Camera Bundle	35	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Annual Payment 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	\$128,254.27	\$4,755.16	\$133,009.43

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$128,254.27	\$4,755.16	\$133,009.43

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	H00001	AB4 Camera Bundle	35	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Annual Payment 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	35	\$128,254.27	\$4,755.05	\$133,009.32
Total				\$128,254.27	\$4,755.05	\$133,009.32

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract 00021234 (shell 00060977) originated via Quote(s): Q-181520 (shell Q-313589), Q-290640, Q-236708, Q-220209

Agency is terminating those contracts effective 05/31/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes Q-290640, Q-181520, Q-236708. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

4/5/2024





INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-358

Bid Acceptance of Idemia Livescan Machine Sheriff ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

Shane Scott, Lieutenant

RECOMMENDED ACTION:

Approve and award the contract for Livescan machine, training, maintenance and associated services to Idemia of Reston, VA in an amount not to exceed \$42,199.74, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The RAN budget pays for the LiveScan machines located at the Jail, Administrative Building, and Bishop's Police Department. LiveScan fingerprint machines offer a modern, efficient, and reliable method for capturing fingerprint data for a variety of applications. These systems can be easily integrated with various databases and software used by law enforcement, government agencies, and other organizations for background checks, identity verification, and security clearances.

Idemia was the only response received to RFP NUMBER: 24-001-SHERIFF For the Provision of a Livescan Machine Associated Services, Training and Maintenance.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	056610
Budgeted?	Yes	Object Code	5650
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
\$25,661.74 for the Livescan machine and one-year warranty			
Future Fiscal Year Impacts			
\$3308 for maintenance per fiscal year			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to reject the bid and direct the Sheriff's office staff to initiate a new RFP. However, this action is not recommended as we received only one response to our RFP.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Idemia Request For Proposal Response Letter
2. 2024 Idemia Quote Summary

APPROVALS:

Riannah Reade	Created/Initiated - 5/17/2024
Darcy Ellis	Approved - 5/17/2024
Riannah Reade	Approved - 5/17/2024
Keri Oney	Approved - 5/22/2024
John Vallejo	Approved - 5/23/2024
Amy Shepherd	Approved - 5/23/2024
Nate Greenberg	Approved - 5/23/2024
Stephanie Rennie	Final Approval - 5/23/2024



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

April 15, 2024

Riannah Reade

Inyo County Sheriff's Office

550 S. Clay Street

Independence, CA 93526

Tel: 760-878-0326

Email: rreade@inyocounty.us

Response to REQUEST FOR PROPOSAL, RFP NUMBER: 24-001-SHERIFF

Reference No. IDCA-L041524-01

IDEMIA is pleased to provide Inyo County Sheriff's Office with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard California Department of Justice (CAL-DOJ) software and workflows.

IDEMIA's fully integrated LiveScan solution provides Inyo County Sheriff's Office the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan Systems include on-site installation, training, and 1 year on-site warranty



Solution Description and Pricing

IDEMIA offers the equipment and services described in Table 1.

Tenprint/Palm Capture – Cabinet Adjustable Height (AH) Table 1. Pricing Price source: SL-LAWENF

	Description	Unit Price
LS-H-53HD-22 LS-CSTX-CA LS-COMX-NECFTP LS-SWOX-DI-OFCS-BPUSH LS-UPS LS-IAT-CUSTOM LS-FREIGHT-CAB	IDEMIA LiveScan System Cabinet AH Tenprint/Palm Capture, including: <ul style="list-style-type: none"> ◆ IDEMIA LiveScan System Software ◆ FBI Appendix F Certified Tenprint/Palm 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology ◆ Computer, Monitor, keyboard ◆ Ruggedized Cabinet – Adjustable Height ◆ Standard Cal-DOJ defined Workflows and profiles ◆ Demographic interface (DI) receives B.TXT files ◆ UPS ◆ Installation / On-site Training ◆ Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement ◆ Freight 	\$23,816
	<i>Estimated Sales Tax (@ 7.75%):</i>	\$1,845.74
	TOTAL Extended Price:	\$25,661.74

Current shipping is 60+ days after receipt by IDEMIA of Inyo County Sheriff's Office completed pre-install documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: ContractMaintenance@us.idemia.com.

Options and Pricing

IDEMIA equipment options and pricing described in Table 2. Options Pricing

	Description	Unit Price
LS-PRNT-M-2	Printer Black & White Tenprint Card, Duplexer, 550 sheet Tray	\$1,409
LS-F-MUG	Cabinet System - Digital Photo Capture to include: Digital Camera, Digital Photo Capture Software, Cabinet mounting hardware	\$1,701
LS-FBSCAN	Flatbed Scanner	\$1,700
LS-BAR**	Barcode Scanner with USB Cable and Stand. <i>Note: For use with Cal-DOJ DNA transaction**</i>	\$650
LS-H-53HD-MAINT-95	Optional Annual Maintenance (to start after 1st year Warranty) 1 Year On-site, 9X5, Next day on-site response and parts replacement	\$3,837
LS-H-53HD-MAINT-95	Optional Annual Maintenance (to start after 1st year Warranty) 5 Year On-site, 9X5, Next day on-site response and parts replacement – Years 2 thru 5.	\$16,538

13,124
25,835

IDEMIA LiveScan System – Details Table 3. Details

Item	Description
California Department of Justice Enterprise Customization	<ul style="list-style-type: none"> ◆ TOTS: APP CRM IDN ◆ Cards: FD258-C/T FD249-C/T CA Hand-C/T ◆ Other: Transmits to CADOJ NATMS ◆ Return msg: No ◆ California Touch Print Enterprise customization <i>for palm capture</i>
LS-COMX-NECFTP	◆ NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP provides support for NEC NATMS Protocol Communications over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.
LS-SWOX-DI-OFCS-BPUSH	◆ Demographic Interface (DI) receives B.TXT files from external system via FTP or Windows File Share. Records pushed to System will show in the LiveScan Inventory View available for editing.

Customer Responsibilities

Inyo County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Inyo County Sheriff's Office network devices.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Compliance with receiving agency requirements using receiving agency approved method for electronic transfer
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Printer supplies such as ink and toner cartridges (consumables) are Inyo County Sheriff's Office responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Inyo County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Inyo County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ LiveScan System shipment and On-site Installation Services will be scheduled after network connectivity to receiving agency has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from Inyo County Sheriff's Office.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Inyo County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing valid through: June 30, 2024

Purchase orders should be sent to IDEMIA by electronic mail, or U.S. mail to.

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: terry.spalding@us.idemia.com | anamtkorders@us.idemia.com

Please direct all questions and order correspondence to:

Terry Spalding
IDEMIA Inside Sales
Email: terry.spalding@us.idemia.com | Mob: (714) 322-4425

We look forward to working with you.

Sincerely,



Casey Mayfield
Sr. Vice President Justice and Public Safety
IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

By signing this signature block below, Inyo County Sheriff's Office agrees to the terms and pricing stated in this price quote for the product and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these product and services:

To place the order, all we would need is (1) a copy of the signed purchase order or signed Price Quote Authorization with total purchase price, billing and shipping address(es); (2) a copy of the current tax exemption certificate (if applicable).

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): \$ _____

PLEASE ENTER ORDER AMOUNT ON THE SPACE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

Billing Contact name: _____

Telephone number: () _____

Email: _____

Check if Billing Address is same as Shipping Address:

Please provide Shipping Address (if different from Billing Address):

Technical Contact name: _____

Telephone number: () _____

Email: _____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and _____, ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$ _____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. **SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentially. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the

general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective

Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or

presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

5 year maintenance and equipment	\$ 42,199.74	
Livescan System Cabinet	\$ 23,816.00	
Sales Tax	<u>\$ 1,845.74</u>	
	\$ 25,661.74	Cabinet Total w/slstx
5 year warranty	\$ 16,538.00	



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-410

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of May 21, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- May 21, 2024 Draft Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 5/28/2024
Final Approval - 5/28/2024

MINUTES



County of Inyo Board of Supervisors

May 21, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:34 a.m., on May 21, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

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

Closed Session Chairperson Kingsley recessed open session at 8:35 a.m. to convene in closed session with
all Board members present to discuss the following item(s): No. 2 **Conference with
County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding
employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant
Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County
Employees Association (ICEA); Inyo County Probation Peace Officers Association
(ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA).
Unrepresented employees: all. County designated representatives – Administrative Officer
Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo,
Assistant County Counsel Christy Milovich, and Assistant Director of Budgets and General
Services Denelle Carrington; and No. 3 **Conference with Real Property Negotiators –
Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property:
325 N. Brewery St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl
Vallejo, Meaghan McCamman, Cathreen Richards, Amy Shepherd. Negotiating parties: Inyo
County and Pravin Joshi. Under negotiation: price and terms of payment.

Open Session Chairperson Kingsley recessed closed session and reconvened the meeting in open session
at 10:09 a.m. with all Board members present.

Pledge of Allegiance Supervisor Orrill led the Pledge of Allegiance.

*Report on Closed
Session* County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and said that
no action was taken during closed session required to be reported. Vallejo said the Board
would meet again for closed session later in the meeting.

Introductions The following new employees were introduced to the Board: Auditor-Appraiser Paola Lois
Perez, Assessor's Office; Office Technician Terry Fenske, Clerk-Recorder's Office;
Librarian Mike Sherk; Food Cook Rodrigo Castro Luque, Animal Control Officer Kelton
Masteron, and Community Relations Liaison Lindsey Stine, Sheriff's Office; and from
HHS: Office Clerk Heidi Gutierrez, Administrative Analyst Shiloh Smith, Administrative
Analyst April Turner, and Prevention Specialist Karlina West.

Presentation Supervisor Roeser introduced students and faculty from the Big Pine Unified School District
who provided a presentation of their recent participation in "Better World Day."

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda
and public comment was received from Lauralyn Hundley, Marilynn Mann, Tony Rubino, Josh
Nicholson, Lynn Greer, and Supervisor Roeser.

*Whitney Portal Road
Update* Public Works Director Mike Errante said that the opening bid deadline for the Whitney Portal
Road repair project has been delayed until May 23, 2024. Errante said staff would provide
updates as soon as possible and that subsequent action will involve the arrangement of

meetings with the selected contractor.

County Department Reports

Public Works Director Mike Errante thanked Big Pine students for their presentation and said he is working with a new Parks Manager to address deferred maintenance issues at County parks and campgrounds.

County Librarian Nancy Masters announced that there will be an open house at Furnace Creek Library tomorrow.

Sheriff Stephanie Rennie presented the new Sheriff's Office badges, which were designed by retired Corporal Matt Graeff.

Health & Human Services Director Anna Scott said to expect big changes to Public Health, Social Services, and Adult Services Countywide due to upcoming State budget cuts.

Emergency Services Manager Mikaela Torres said she recently attended Earth Day events with the Big Pine and Bishop Paiute Tribes and Lone Pine Paiute-Shoshone Tribe; hosted an "Integrating Access and Functional Needs" training in Bishop; and a quarterly Tribal Collaboration meeting. Torres provided additional updates noting her work on the June Emergency Services Newsletter and the After-Action Review for the Cartago Fire and said she will be attending a Drought Taskforce meeting and Wildfire Resilience Week events.

Item Pulled – COPS Funding

Chairperson Kingsley announced the following item was being pulled from the agenda at the request of the department head.

21) **Authorization to Submit an Application for the Office of Community Oriented Policing Services (COPS) FY-24 Hiring Program**

Sheriff | Lindsey Stine

Recommended Action: Authorize the submission of the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) FY24 COPS Hiring Program application and authorize the Sheriff or designee to sign documents needed during the application process.

Item Pulled – COPS Funding

Chairperson Kingsley announced the following item was being pulled from the agenda at the request of the department head.

22) **Fiscal Year 2024 COPS School Violence Prevention Program**

Sheriff | Lindsey Stine

Recommended Action: Authorize the Sheriff's Office to submit an application or the FY 2024 COPS School Violence Prevention Program Grant and authorize the Sheriff to sign all documents required for the application process.

*Bishop Unified School District/
Reso. No. 2024-18*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Approve Resolution No. 2024-18 titled, "Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Application of School Facilities Improvement District Law in the County of Inyo for the Benefit of the Bishop Unified School District," and authorize the Chairperson to sign; and
- B) Direct staff to file the resolution with the California Debt and Investment Advisory Commission.

Motion carried unanimously.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the special Board of Supervisors meetings of April 26, 2024, and May 3, 2024, and the regular Board of Supervisors meetings of May 7, 2024, and May 14, 2024. Motion carried unanimously.

HHS-Social Services – Inyo County Office of Education Stage 1 Childcare Contract

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the contract between the County of Inyo and the Inyo County Office of Education for the provision of Stage I Child Care Services, in an amount not to exceed \$170,000.00, for the period of July 1, 2024, through June 30, 2025, contingent on the Board approving the 2024-2025 budget,

and authorize Chairperson to sign. Motion carried unanimously.

*HHS-ESAAA –
CILS Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the contract with California Indian Legal Services (CILS) for the provision of legal services to older adults eligible for services through the Eastern Sierra Area Agency on Aging, in an amount not to exceed \$80,000 for the period July 1, 2024, through June 30, 2028, contingent upon the Board's adoption of future budgets. Motion carried unanimously.

*HHS-Social Services –
UC Davis Services
Training Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of July 1, 2024, through June 30, 2025, contingent upon the Board's adoption of the FY 2024-25 budget and authorize the Chairperson to sign. Motion carried unanimously.

*HHS –
CCE Program Funding
Agreement
Amendment No. 1*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No.1 to the Community Care Expansion (CCE) Program Funding Agreement (PFA) between the County of Inyo and Horne LLP of Ridgeland, MS to extend the funding expenditure deadlines for Capital Projects funding from December 31, 2026, to October 31, 2028, and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works –
Tartaglia Engineering
Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Ratify and approve the agreement between the County of Inyo and Tartaglia Engineering of Atascadero for the provision of Engineering Services in an amount not to exceed \$97,788 for the period of April 24, 2024, through June 30, 2025 or project completion, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign; and
- B) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program grants for the Runway 12-30 Grooving Project and the Forecast Update/Terminal Design Study. Motion carried unanimously.

*Public Works-
Recycling & Waste
Management –
American Refuse, Inc.
Tire Hauling and
Disposal Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and American Refuse, Inc. of Wasco, CA for the provision of tire hauling and recycling in an amount not to exceed \$347,400 for the period of July 1, 2024, through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works –
Onion Valley Guardrail
Project/Sierra
Geological Services,
Inc. Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the agreement between the County of Inyo and Sierra Geological Services, Inc. (SGSI) of Mammoth Lakes, CA for the provision of materials testing and inspection services on the Onion Valley Road Guardrail Project in an amount not to exceed \$9,900 for the period from March 1, 2024, through June 30, 2024, and authorize the Chairperson to sign. Motion carried unanimously.

*Water Department –
Owens Valley
Groundwater Authority
Executive Manager
Services Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the agreement between the Owens Valley Groundwater Authority of Independence, CA, and the County of Inyo for the provision of Executive Manager services in an amount not to exceed \$25,410 for the period beginning March 14, 2024, and remaining in effect until terminated by any party with 30 days' notice and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the contract between the County of Inyo and Fountainhead Consulting of Fontana, CA for the provision of construction management services in an amount not to exceed \$323,736.09 for the period of June 1, 2024, through December 31, 2025, and authorize the Chairperson to sign, contingent upon Board approval of the Fiscal Year 2024-2025 Budget. Motion carried unanimously.

*Planning Department –
Adaption Planning
Grant Program Round*

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion and Planning Department Director Cathreen Richards answered Board member questions.

2 Letter of Support

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign a letter of support for the Inyo County Planning Department application for the Adaption Planning Grant Program Round 2. Motion carried unanimously.

*CAO-Advertising
County Resources –
Film Commissioner
Oral Report*

Film Commissioner Jesse Steele provided a brief update on local filming activity.

*Planning Department –
Code Amendment
2024-01/Water
Landscape Efficient
Ordinance No. 1306*

Planning Associate Danielle Visuano provided a presentation on the State-mandated Model Water Efficient Landscape Ordinance (MWELo) and discussed a proposed ordinance to amend Chapter 17.40, which would incorporate the MWELo in its entirety but also include the addition of enforcement and penalty provisions.

Chairperson Kingsley opened a public hearing at 1:58 p.m. Board members discussed the specific requirements of the MWELo and ultimately decided to defer approval of the item in order to allow staff time to compile data, create a fee schedule, and return to Board at a future date to present the information.

Public comment was heard from Lynn Greer then the Chairperson closed the public hearing at 12:26 p.m.

Recess/Reconvene

Chairperson Kingsley recessed the regular Board meeting to return to closed session at 12:53 p.m. and reconvened in open session at 1:30 p.m. with all Board members present.

*Report on Closed
Session*

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and that no action was taken during closed session required to be reported. Vallejo said the Board would meet again to discuss both items prior to the completion of the meeting.

Recess/Reconvene

Chairperson Kingsley recessed the regular meeting of the Board of Supervisors and reconvened as the Inyo County Board of Equalization at 1:45 p.m. (Separate minutes.)

The Chairperson adjourned the Inyo County Board of Equalization meeting and reconvened the regular meeting of the Board of Supervisors at 3:52 p.m. with all Board members present.

*Clerk-Recorder –
Election Worker
Stipend Rates Increase
Request/
Reso. No. 2024-19*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2024-19, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Inyo County Clerk-Recorder, Registrar Establishing New Election Worker Stipend Rates," which will repeal prior order of current rates, and update stipend rates for Election Workers, to be effective beginning with Election Worker services provided for the November 5, 2024 Presidential General Election. Motion carried unanimously.

*Water Department –
Inyo County/Los
Angeles Standing
Committee Meeting*

Water Director Dr. Holly Alpert summarized the agenda for the May 30, 2024 Inyo County/Los Angeles Standing Committee meeting and asked for direction from the Board.

The Board agreed with the following staff recommendations moving forward: A) that seasonal habitat flows on the Lower Owens River remain at a flow of 200 cubic feet per second; and B) that the flooded acreage of the Blackrock Waterfowl Management Area remain at 500 acres.

Additionally, the Board requested that staff continue to advocate for a renewed partnership concerning vegetation and weed management in preparation of the wildfire season.

Public comment was provided by Sally Manning.

Public Comment

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

*Board Member & Staff
Reports*

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis said she will be distributing copies of letters submitted to the Board by 5th grade students from Big Pine Unified School.

CAO Greenberg said he attended a California Jobs First gathering.

County Counsel John Vallejo wished Supervisor Kingsley a happy birthday and reminded the Board they would need to return to closed session.

Supervisors Griffiths and Marcellin wished Supervisor Kingsley a happy birthday.

Supervisor Orrill invited everyone to attend Mule Days events and wished Supervisor Kingsley a happy birthday.

Supervisor Kingsley said he attended a Rural County Representatives of California meeting last week.

Recess/Reconvene

Chairperson Kingsley recessed the regular Board meeting to return to closed session at 4:13 p.m. and reconvened in open session at 5:01 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and said that no action was taken that is required to be reported.

Adjournment

County Counsel Vallejo adjourned the meeting on behalf of Chairperson Kingsley at 5:01 p.m. to 8:30 a.m. Tuesday, June 4, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-386

Bishop Area Chamber of Commerce and Visitors Bureau Report

County Administrator - Advertising County Resources

NO ACTION REQUIRED

ITEM SUBMITTED BY

Bishop Chamber

ITEM PRESENTED BY

Tawni Thomson, Executive Director

RECOMMENDED ACTION:

Receive a presentation from the Bishop Chamber of Commerce and Visitors Bureau on the advertising/marketing campaign it has undertaken on behalf of the County.

BACKGROUND / SUMMARY / JUSTIFICATION:

For the last two fiscal years, Inyo County has engaged the services of the Bishop Chamber of Commerce and Visitors Bureau to promote our world-class region to a diverse market of travelers with a wide variety of recreational interests. The program approved for FY 2023-2024 included a strategic mix of print, digital, and in-person initiatives that have proven to produce good results.

Specifically, the contract included, for an amount not to exceed \$39,695: print and digital ads with the Eastern Sierra Fishing Guide, Adventure Sports Journal, and Yosemite Journal Magazine; attendance at the U.S. Travel Association IPW Conference in Los Angeles; a regional collaboration promoting the Fall Colors; and an air service campaign that combined targeted Facebook, Instagram, and Google advertising, an ad in Hemispheres Magazine, and organic social media posting.

Chamber representatives have requested the opportunity to provide an overview of the most recent campaign and its successes.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Elect not to receive the presentation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Chamber of Commerce Presentation

APPROVALS:

Darcy Ellis	Created/Initiated - 5/28/2024
Darcy Ellis	Approved - 5/28/2024
Nate Greenberg	Final Approval - 5/28/2024

BIH ✈️ SFO ✈️ DEN

FLY

to Bishop Airport!



DEATH VALLEY • LONE PINE • INDEPENDENCE
BISHOP (BIH) • TECOPA • SHOSHONE • BIG PINE

FROM -282' TO 14,505'

InyoCountyVisitor.com @[exploreinyocounty](https://www.instagram.com/exploreinyocounty)

EST

Eastern Sierra Tour

The highest, lowest, hottest, oldest,
saliest, rockiest, purest,
strangest, loneliest, wildest
555 mile road trip in America.

FROM DEATH VALLEY TO YOSEMITE



*Plan this incredible
road trip!*

@exploreinyocounty
InyoCountyVisitor.com



Photo by
Emily Taylor



EST

Eastern Sierra Tour

1. DEATH VALLEY NATIONAL PARK
2. MT. WHITNEY
3. ALABAMA HILLS
4. MANZANAR NATIONAL HISTORIC PARK
5. ANCIENT BRISTLECONE PINE FOREST
6. PAIUTE SHOSHONE CULTURAL CENTER
7. DEVIL'S POSTPILE NATIONAL MONUMENT
8. BODIE STATE HISTORIC PARK
9. MONO LAKE
10. YOSEMITE NATIONAL PARK

ROAD TRIP:

FROM DEATH VALLEY TO YOSEMITE

The highest, lowest, hottest, oldest, wildest 555 miles in America.



Plan this incredible road trip!

InyoCountyVisitor.com

@exploreinyocounty



EST

Eastern Sierra Tour

FROM DEATH VALLEY TO YOSEMITE

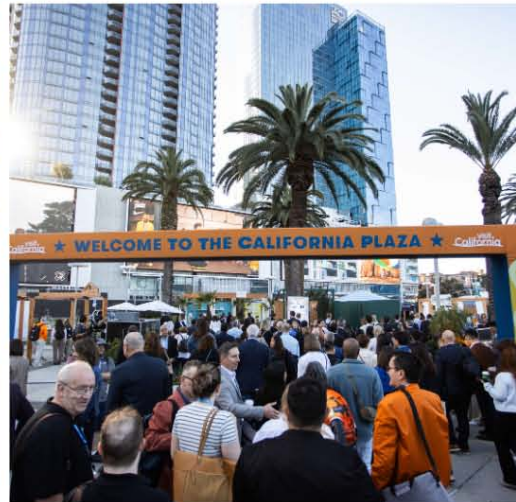
Plan this incredible road trip!



InyoCountyVisitor.com

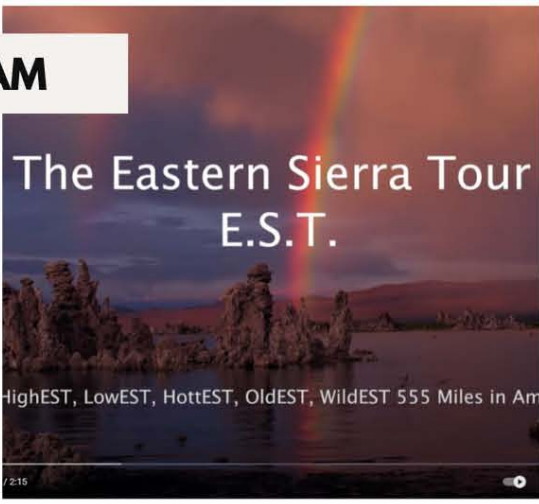
[@exploreinyocounty](https://twitter.com/exploreinyocounty)

*Photo by
Emily Taylor*





FAM



The Eastern Sierra Tour
E.S.T.

HighEST, LowEST, HottEST, OldEST, WildEST 555 Miles in Am



2024



EST
Eastern Sierra Tour

 EMERGENCY PREPAREDNESS
RESPONSE & RECOVERY

READY.INYOCOUNTY.US



READY.MONO.CA.GOV



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-384

Appointment of a National Association of Counties Voting Delegate Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint a voting delegate from the Board of Supervisors for the 2024 Annual Business Meeting and Election to be held during the National Association of Counties' Annual Conference in Hillsborough County, FL on Monday, July 15.

BACKGROUND / SUMMARY / JUSTIFICATION:

Voting delegates and proxies decide all business, motions and the election of officers during the National Association of Counties (NACo) Annual Business Meeting. This year's meeting is scheduled for Monday, July 15. NACo members vote on proposed amendments to association bylaws, NACo's policy agenda and elect NACo officers for the coming year. The second vice president is typically the only contested position.

NACo members are encouraged to authorize only one voting delegate per county and must also provide the cell phone number of the voting delegate.

A county's vote total is determined by the amount of dues paid, which are based on the population of the 2010 census. Every county receives one vote and is allotted an additional vote for each \$1,200 paid in dues. According to this formula, Inyo County receives one vote.

Inyo County is under no obligation to designate a voting delegate. If a member county would like to proxy their vote, they may authorize another member county in the same state to cast proxy votes for the county or their state association president or president's designee.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Inyo County is under no obligation to designate a voting delegate and may authorize another member county to serve as its proxy.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Darcy Ellis	Created/Initiated - 5/28/2024
Darcy Ellis	Approved - 5/28/2024
Nate Greenberg	Final Approval - 5/28/2024



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

June 4, 2024

Reference ID:
2024-407

Consideration of Board of Supervisors' Budget Narrative for Fiscal Year 2024-2025

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Review and direct staff to make any desired changes to the narrative for the Fiscal Year 2024-2025 Board of Supervisors Budget Narrative.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each budget for every department in the County is accompanied by a narrative when presented for approval each fall. The narratives include departmental overviews and list successes from the prior fiscal year and goals for the new one.

Historically, the narrative for the Board of Supervisors budget (No. 010100) has been written by the Clerk of the Board (CAO) and/or the Assistant Clerk of the Board.

During last year's budget hearings, the request was made that the narrative be developed more collaboratively with the Board. Work has already commenced on the FY 24-25 budget; a rough draft of the Board of Supervisors portion is attached for your consideration.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to review the document.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Draft FY 24-25 BOS Budget Narrative

APPROVALS:

Darcy Ellis	Created/Initiated - 5/28/2024
Darcy Ellis	Approved - 5/28/2024
Nate Greenberg	Final Approval - 5/28/2024

BOARD OF SUPERVISORS

010100

DEPARTMENTAL FUNCTIONS

The Board of Supervisors is the Legislative Body of the County, responsible for setting policy that affects the county's 18,000-plus residents, the millions of visitors traveling through the county every year, and the future generations who will call Inyo County home. The Board's members are elected from each of Inyo County's five supervisorial districts and are charged with representing both the interests of their individual districts and those of the county as a whole. The Department is charged with the legal responsibility of publishing agendas and minutes for all Board of Supervisors meetings and for any other meetings at which the Board of Supervisors sits as the Governing Board, including but not limited to the Board of Equalization and Capital Asset Leasing Corporation. The office maintains, and processes, by law, all public requests for the Board of Supervisors documents and carries out numerous other functions as mandated by law, including Board of Supervisors permanent record retention and advertising of public notices.

MAJOR ACCOMPLISHMENTS IN FISCAL YEAR 2023-2024

- Further refined and fine-tuned short-term rental regulations for Inyo County.
- Engaged with local, state, and federal agencies on the pressing issues of wildfire protection, forest infrastructure, sustainable recreation, reliable and affordable broadband for the entire county, and homelessness.
- Participated in a joint meeting with the Inyo County Board of Education to discuss trends and needs of local districts.
- Adopted a balanced and fiscally prudent budget that fulfilled key staffing requests, maintained vital public services, invested in infrastructure, and preserved contributions to community events and projects.

GOALS FOR FISCAL YEAR 2023-2024

- Work with regional partners to develop an equitable plan for contributing to regional air service subsidies.
- Participate in and support exploration of a local business permit.
- Adopt a long-overdue, comprehensive Strategic Plan for Inyo County to help guide resources to priority efforts.
- Successfully recruit a new Assistant County Administrative Officer.
- Adopt a new film ordinance and fee schedule that ensures cost recovery and streamlines the permitting process - to the benefit of the county and filmmakers.