

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of December 2025 an order was duly made and entered as follows:

*Public Works –
Bishop Creek
Water Association
MOU*

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to approve the Memorandum of Understanding between the County of Inyo and Bishop Creek Water Association for the purpose of sharing labor and costs associated with the maintenance and replacement of certain culverts for which there is common interest and authorize the Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: PW DATE: December 22, 2025

WITNESS my hand and the seal of said Board this 16th
Day of December, 2025



DENELLE CARRINGTON
Interim Clerk of the Board of Supervisors

D. Carrington

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

DENELLE CARRINGTON

INTERIM COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 16, 2025

Reference ID:
2025-298

Memorandum of Understanding for Culvert Maintenance and Replacement between County of Inyo and Bishop Creek Water Association

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Michael Errante, Public Works Director, Denelle
Carrington, Assistant CAO

ITEM PRESENTED BY

Michael Errante, Public Works Director, Denelle
Carrington, Assistant CAO

RECOMMENDED ACTION:

Approve Memorandum of Understanding between County of Inyo and Bishop Creek Water Association for the purpose of sharing labor and costs associated with the maintenance and replacement of certain culverts for which there is common interest, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Bishop Creek Water Association (BCWA) is a collection of a group of property owners in the west Bishop area who benefit from surface water flowing through their property. That water flows through, among other things, a system of culverts that regularly cross underneath County roads. On occasion, those culverts can falter and/or fail and threaten the integrity of County roads.

Responsibility for the maintenance of culverts became an area of contention between the BCWA and the County given the lack of verifiable information regarding the ownership of the culverts. This Memorandum of Understanding (MOU) clarifies the relationship between the parties regarding the maintenance of culverts included therein. The specific culverts subject to this agreement are certain culverts that convey water distributed by the BCWA and that cross underneath a County right-of-way approximately perpendicular to the right of way.

Pursuant to this MOU, BCWA will continue to be primarily responsible for the maintenance of these culverts in the event that they become clogged or there are issues impacting the normal flow of water. However, in the event that BCWA is not able to rectify the issue, they may request support from Inyo County. In addition, the agreement outlines the methodology for identifying culverts which require replacement, as well as the methodology for sharing the cost associated with that work.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this agreement. However, the agreement formalizes the sharing of labor and cost associated with the maintenance and/or replacement of culverts for which there is mutual interest, thereby reducing the County's portion of any such costs. This is because BCWA

will assume the initial responsibility for culvert maintenance before requesting support from the County. In the event of a culvert needing replacement, the parties will share the cost of labor and materials, thereby reducing each party's cost for doing so.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this Memorandum of Understanding (MOU) and/or direct staff to further negotiate the terms within. This is not recommended, as this MOU is the product of over a year worth of collaborative development and the current draft solidifies a method for sharing the labor and cost associated with maintaining and replacing culverts that are of mutual interest to both parties.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Creek Water Association

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Supporting Infrastructure Improvements

APPROVALS:

Nate Greenberg	Created/Initiated - 12/08/2025
Denelle Carrington	Approved - 12/08/2025
Darcy Israel	Approved - 12/08/2025
Shannon Platt	Approved - 12/09/2025
John Vallejo	Approved - 12/09/2025
Amy Shepherd	Approved - 12/09/2025
Michael Errante	Approved - 12/09/2025
Denelle Carrington	Final Approval - 12/10/2025

ATTACHMENTS:

1. BCWA Attachment A - Culverts
2. Inyo County - Bishop Creek Water Association Culvert Memorandum of Understanding
3. BCWA MOU and Culvert Listing - combined - signed

**Memorandum of Understanding
Between the Bishop Creek Water Association and the County of Inyo
Regarding the Replacement of Culverts Encroaching on County Rights of Way**

This Memorandum of Understanding is entered into by and between the County of Inyo, a political subdivision of the state of California, and the Bishop Creek Water Association, formed by the users and appropriators of waters of Bishop Creek for the purpose of apportioning said waters and protecting the water rights.

WHEREAS, the Bishop Creek Water Association ("BCWA") is the implementer of the court ordered 1922 Chandler Decree and as such is responsible for distributing surface water originating from Bishop Creek to member properties via a system of irrigation ditches and culverts, as identified in Attachment A of the BCWA Articles and By-Laws. The maintenance and care of ditches, structures, and culverts, that allow for the conveyance of this water is the responsibility of the overlying landowner.

WHEREAS, many of the culverts that BCWA uses to convey water to member properties encroach on County rights of way;

WHEREAS, certain ditches and culverts that convey Bishop Creek water have historically provided significant dewatering of street runoff for flood control and safety;

WHEREAS, despite disagreement regarding ownership and responsibility for certain culverts, the Parties wish to enter into this MOU to avoid damage to County roads caused by malfunctioning culverts that convey Bishop Creek water and to help ensure the efficient, uninterrupted delivery of water to BCWA members.

NOW THEREFORE BE IT AGREED BY BOTH PARTIES:

The specific Culverts subject to this agreement are those culverts that convey water distributed by the BCWA and that cross underneath a county right-of-way approximately perpendicular to the right of way. These culverts are hereafter referred to as "Culverts" or individually as a "Culvert" as represented in Attachment A. The specifics of this MOU apply only to culverts that are listed on Attachment A, any other culverts conveying Bishop Creek water that are in Inyo County Road rights of way that are not listed on Attachment A will be handled at the Annual Meeting (see item 3)."

1. **Maintenance of Culverts.** The County and BCWA agree to collaborate to perform necessary maintenance work on Culverts. If either Party identifies an obstructed or malfunctioning Culvert, that Party will:
 - a. If the problem is not quickly rectified, inform the other Party of the location, nature, and severity of the problem. This notification must be in writing, via email, and sent to the contact information provided in Section 6. Notification must occur as soon as practical of the Party's identification of a problematic situation.

- b. Initially, the BCWA must attempt in good faith to clear the obstructed Culvert without the use of County personnel, funds, or equipment. The BCWA will assess the situation, i.e., look at the depth of the ditch immediately below and above the culvert to confirm the ditch is not sanded in, silted in, collapsed or overgrown to the point of being the issue, check if the flow line and bottom of the ditch appear normal, check to see if there are any obstructions downstream interfering with the flow, etc.
 - c. Depending on the situation, the BCWA must, as appropriate, try any or all of the following steps to clear the Culvert:
 - i. Ensure the current flow, under the obstructed condition, is not too large for the culvert to handle and regulate as necessary.
 - ii. Clear any ice dams, leaves or other debris that may be blocking the culvert inlet or outlet.
 - iii. If it is determined the culvert is clogged, use an appropriate manually operated rod, pipe or similar device and attempt to dislodge any obstruction by simply pushing the obstruction through or breaking it up sufficiently to allow the foreign material to wash through. If this is not successful, consider using other reasonably available mechanical means to remove the clog.
 - d. If the Culvert is causing water to flow onto a county right of way, BCWA will, upon its own initiative or upon request by the County, reduce the flow of water feeding that Culvert to the point that water is no longer impacting the county right of way. BCWA will maintain a reduced flow rate (see item 1.c.i) until repairs have been completed.
 - e. If the BCWA's performance of the steps listed in section 1(c) will require the issuance of an encroachment permit by the Inyo County Road Department, the BCWA will obtain the required encroachment permit prior to performing any maintenance work on a Culvert. The County agrees to issue an annual blanket permit and waive any fees that would normally be charged to BCWA to obtain any county-issued permits for maintenance work on a Culvert.
 - f. If, after performing the steps listed in section 1(c), BCWA is unable to restore normal function to the culvert, BCWA may request assistance from the County. The County will provide reasonable manpower and equipment assistance to assist with the actions listed in section 1(c) above, at no cost to BCWA, as long as the BCWA has made a good faith effort to perform the steps listed in section 1(c).
2. **Replacement of Culverts.** The County and BCWA agree to collaborate to replace any failed Culverts that run underneath a county right of way and that convey Bishop Creek water to BCWA's members property. The Parties agree that the replacement of a Culvert is a major capital improvement project that should be planned for in advance and performed on a schedule agreed upon by the Parties. However, the Parties also recognize that an unanticipated full replacement of a Culvert may sometimes be required should a Culvert unexpectedly fail.
- a. Procedures applicable to all Culvert replacements.

- i. Inyo County shall supply all labor necessary to perform the Culvert replacement. "Labor" shall include the following:
 - 1. Any manpower including notifications and traffic control, equipment operators and manual laborers used in routine culvert removal and installation practices.
 - 2. Appropriate and available equipment such as asphalt saw, air compressor with jack hammer, backhoe, excavator, dump truck(s), compactors, asphalt rollers, concrete working tools to work cement slurry as appropriate, water pump and hose, and signage.
- ii. Inyo County will take the lead, coordinating with BCWA, to obtain additional non-County-issued permits necessary for Culvert replacement as necessary.
- iii. BCWA shall supply all material necessary to perform the Culvert replacement. "Material" shall include the following:
 - 1. Replacement culvert pipe, length, size and type (CMP, HDPE) determined by the County. Newly replaced culverts will be at least the same size as the existing culvert unless otherwise agreed to by the parties. All materials must meet the current Inyo County Road Standard Specifications, as adopted pursuant to Section 12.04.010 of the Inyo County Code.
 - 2. Necessary connection hardware including, but not limited to, bands, fasteners, felt, lube, gaskets.
 - 3. Cement slurry used to surround culvert pipe and fill excavation to within 2/10" of top of pavement.
 - 4. Cold mix asphalt to replace asphalt removed for construction.
 - 5. Concrete used in constructing head walls / tail walls if required to replace an existing headwall.
 - 6. Concrete forming materials such as lumber and hardware fasteners.
- iv. BCWA will provide notification to effected BCWA members of water disruption during the culvert replacement work. Inyo County will provide notification of local residents of upcoming construction with appropriate notices / flyers delivered.
- v. If a Culvert in need of replacement is causing water to flow onto or pond on a county right of way, BCWA must, upon its own initiative or upon request by the County, reduce the flow of water feeding that Culvert to the point that water is no longer impacting the county right of way. BCWA will maintain this lowered flow rate until the Culvert replacement is complete. This will move the subject culvert to the top of the replacement list (see section 3.c) and will initiate implementing the culvert replacement procedures (section 2.c).
- vi. Upon completion of a Culvert replacement, the Inyo County Road Department shall bring an agenda item before the Inyo County Board of Supervisors to request that the Board of Supervisors vote, pursuant to Streets & Highway Code section 940, *et seq.*, to accept the Culvert into the Inyo County Maintained Mileage. Should the Board of Supervisors

agree to accept the Culvert into the Maintained Mileage, any future maintenance, repair, or operation of the Culvert shall be the sole responsibility of the County and performed at the County's sole discretion; provided, however, that BCWA shall still remain responsible for inspecting adjacent ditches and pipes on private property, as set out in Section 4.

- b. Procedures applicable to emergency Culvert replacements.
 - i. Upon identification of a Culvert in need of emergency replacement, the Party that has identified the problem will follow all procedures set out in Section 1(a) regarding notification to the other Party. BCWA will then attempt to rectify the Culvert problem pursuant to Sections 1(b) to 1(e). However, the Parties may mutually agree that the Culvert has sustained damage to the point where any maintenance or repair work would be economically improvident. In this situation, the individuals identified in Section 3 will immediately meet and confer to determine a schedule for replacement.
- c. Procedures applicable to pre-planned Culvert replacements.
 - i. The Parties will discuss pre-planned Culvert replacement projects at the annual, or as needed, meetings outlined in Section 3. These projects will be carried out pursuant to a mutually agreed upon schedule.
 - ii. The Parties agree to commit resources sufficient to replace approximately two Culverts per year, as needed.

- 3. **Annual meetings.** To foster regular communication and ensure mutual progress toward the goals stated in this Agreement, the Parties agree to meet annually during the month of October on a date and time as may be mutually agreed to. The meeting location to occur at the Inyo County Bishop Consolidated Office Building 1360 N. Main St., Bishop, CA 93514. At least the following individuals or designees will attend every one of these meetings: Inyo County Road Superintendent, Inyo County Assistant County Administrator, BCWA Watermaster, a representative of the BCWA Board of Directors. Parties may raise any relevant topic for discussion at these meetings, but at a minimum, the Parties will discuss the following:

- a. A review of BCWA's annual inspection of ditches and any information gathered during the most recent inspection (see section 4).
- b. Culverts that are currently in need of or that will soon be in need of maintenance or replacement.
- c. A ranked list of Culverts currently in need of replacement and a schedule for performing replacement projects in accordance with the ranked list.
- d. Planned road maintenance or replacement projects that the Inyo County Road Department has planned and any necessary financial or resource allocation to ensure that Culverts running under roads subject to such projects are replaced during the project (i.e. collaboration to support a "dig once" policy).
- e. Issuance of the annual blanket encroachment permit (see Section 1.e).

- 4. **BCWA Ditch Management.** The Parties recognize that along with age, the likely greatest threat to the integrity and proper functioning of a Culvert are the debris (leaves,

twigs, trash, rocks, yard and street runoff, etc.) and sediment (sand, silt, decomposed granite, etc.) moving in ditches and pipes that lead into Culverts. If the accumulation of debris in ditches and pipes is not regularly cleared, they can convey debris into the Culvert, blocking the flow of water. It is therefore imperative that irrigation ditches upstream and downstream of a street Culvert be maintained in a debris-free condition.

This is the responsibility of the individual who owns the land over which the ditch or pipe runs. The parties recognize that it is not practically possible to keep sand, silt and decomposed granite from accumulation and moving through the creek/ditch system (including culverts) and the best way to reduce the amount of debris entering culverts is to grate and clean street culvert inlets. BCWA will work with property owners upstream of street culverts, where clogging is a reasonable possibility, to maintain a debris catching grate on the culvert inlet.

The BCWA will perform an annual inspection during the September period, and otherwise as needed, to check that street Culvert inlets are grated (where appropriate) and cleaned to keep street culverts free of excess debris, and that street culvert outlets are free and clear of obstructions. Should BCWA identify any property that is not adequately grated at an inlet to a street culvert to keep excess debris from entering the culvert, the BCWA will work with the property owner to have the inlet to the street culvert grated and functioning properly. Should BCWA identify any property where an outlet has a flow obstruction, the BCWA will work with the property owner to have the outlet cleared so that discharge from the street culvert is running free. If the BCWA is unsuccessful in getting the culvert inlets grated or downstreams cleared the County will be relieved of its obligations under Section 1(f) and render BCWA solely responsible for the maintenance work with respect to that Culvert.

BCWA will maintain a written record of its inspection activities, which will be provided to the County upon request. Attached hereto as Attachment A is a list of all locations where BCWA must perform these inspections. Failure by BCWA to perform inspections of the properties adjacent to a Culvert will relieve the County of its obligations under Section 1(f) and render BCWA solely responsible for all maintenance work with respect to that Culvert.

5. **Termination.** Either Party may terminate this Agreement at any time by providing written notice to the other Party as set out below; provided, however, that if a Party terminates this Agreement after commencing a maintenance or replacement project but prior to completing the project, the Party shall remain obligated to commit the resources set out in Section 1 and 2 to ensure the successful completion of the project.


Inyo County
Road Superintendent, Inyo County
PO Drawer Q
Independence, CA 93526
splatt@inyocounty.us
Phone (business hours):
Phone (after hours / emergency):

Bishop Creek Water Association
PO Box 1273
Bishop CA 93514
BCWA Watermaster -Business hours phone contact: (760) 920-7981
Emergency / after-hours phone contact: (760) 920-7981
BCWA Board Members contact info is posted on BCWA website,
BishopCreekWater.org

Approvals

For Inyo County


Chair, Board of Supervisors



Chair, Board of Supervisors
12/16/2025
Date




County Counsel



Director of Public Works

For Bishop Creek Water Association

President, Bishop Creek Water Association



President, Bishop Creek Water Association
12/09/2025
Date

ATTACHMENT A

Inyo County / Bishop Creek Water Association Culvert MOU

Address	Distance
207 S. Mountain View Rd.	454' N/Line St. (Nelligan Ditch)
101 McLaren Rd.	59' N/Line St.
283 S. Mountain View Rd.	Ranch Rd, 118' W/Mountain View Rd.
112 McLaren Rd.	Brookside Dr. 45' E/Mountain View Rd.
185 Mountain View Rd.	500' N/W. Line St. (Bishop Creek)
371 Ranch Rd.	142' N/Majestic Way
301 Ranch Rd.	Majestic Way 140' W/Ranch Rd.
3780 Ranch Rd.	17' E/Vista Rd.
3792 Ranch Rd.	155' E/Mt. Tom Rd.
3656 Ranch Rd	Crosses Ranch Rd
401 Ranch Rd.	65' S/Ranch View Ln.
306 McLaren Rd	In McLaren Rd.
306 McLaren Rd	In McLaren Rd.
372 McLaren Rd	In McLaren Rd.
372 McLaren Rd	In McLaren Rd.
186 McLaren Ln.	30' E/Mountain View Rd.
249 McLaren Ln.	287' E/Mountain View Rd.
299 McLaren Ln	Crosses McLaren Ln
348 McLaren Ln.	Crosses McLaren Ln
255 Mt. Tom Rd	Crosses Mt. Tom
510 Watterson Rd.	(1) Street S/Fairview Cr. 15' E/Watterson Rd.
480 Watterson Rd.	Fairview Cr. 15' E/Watterson Rd.
777 Orinda Dr.	Underwood Ln. 34' W/Orinda Dr.
747 Orinda Dr.	190' N/Underwood Ln.
723 Orinda Dr.	184' S/Sierra Vista Way
2727 Sierra Vista Way	Sarah View 32' N/Sierra Vista Way
807 Sarah View	239' N/Sierra Vista Way
595 S. Barlow Ln.	Sunset Rd.
710 S. Barlow Ln.	109' N/Sunrise Dr.
800 S. Barlow Ln.	Sunrise Dr. 35' E/S. Barlow Ln.
817 S. Barlow Ln.	Sierra Vista Way 46' W/S. Barlow Ln.
852 S. Barlow Ln.	Longview Dr. 38' E/S. Barlow Ln.
817 S. Barlow Ln.	116' N/Sierra Vista Way
807 S. Barlow Ln.	211 N/Sierra Vista Way
625 S. Barlow Ln.	S. Barlow Ln & Sunset Dr. (SW to NW Corner)

ATTACHMENT A

Inyo County / Bishop Creek Water Association Culvert MOU

Address	Distance
628 S. Barlow Ln.	Sunset Dr. 30' E S. Barlow Ln.
2766 Sunset Rd.	2234' W/S. Barlow Ln.
2625 Sunset Rd.	In Sunset Rd.
2594 Highland Dr.	20' W/S. Barlow Ln.
3011 Morningside Dr.	Grandview Rd. 157' S/Laurel Rd.
2511 Longview Dr.	665' E/S. Barlow Ln.
2698 Irene Way	205' S/Carol Ln.
2760 Audrey Ln.	190' W/Sarah Ln. East edge of Property
2762 Sierra Vista Way	324' W/ Sarah Ln.
2606 Glenbrook Way	50' W/S. Barlow Ln.
3029 E. Cedar St.	159' W/ Grandview Rd.
3028 Laurel Rd.	170' W/Grandview Rd.
3041 Morningside Dr.	Mesquite Rd. 150' N/Morningside Dr.
405 S. Tumbleweed Rd.	200' S/Tumbleweed Rd. (Terminus)
236 Pa Me Ln.	183' S/Birch St.
234 Wildrose Ln.	185' N/Morningside Dr.
366 Wildrose Ln.	180' S/Birch St.
310 Sunland Dr.	827' S/W. Line St.
595 Brockman Ln.	1005' N/Diaz Ln.
138 Shepard Ln. 3905 is street address E/S property	344' N/W. Line St.
375 Shepard Ln.	1604' N/W. Line St.
325 Shepard Ln	In Shepard Ln.
261 Shepard Ln	In Shepard Ln.
213 Shepard Ln	In Shepard Ln.
225 Shepard Ln	In Shepard Ln.
201 Shepard Ln	In Shepard Ln.
213 Mountain View Rd.	~700 ft n Of Line St Culvert at no. end of property
2801 Underwood Ln	in Underwood Ln at Orinda Dr.
485 S Barlow Ln	in Barlow Ln No of Highland Dr. (No Indian Ditch)