



# 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](mailto: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 November 7, 2023

*(Unless otherwise specified by time, items scheduled for either the morning or afternoon sessions will be heard according to available time and presence of interested persons.)*

#### Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### CLOSED SESSION

- 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, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Amanda Philips, and Jack Hughes.
- 3) **Public Employment – Pursuant to Government Code §54957** – Title: Public Defender.

- 4) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Laws Railroad Museum & Historical Site, Silver Canyon Rd., Bishop. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman. Negotiating parties: Inyo County and Bishop Museum and Historical Society. 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.)

- 10:00 A.M.
- 5) **Pledge of Allegiance**
  - 6) **Report on Closed Session as Required by Law**
  - 7) **Public Comment**  
Comments may be time-limited
  - 8) **County Department Reports**

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

- 9) **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 October 17, 2023.
- 10) **Amendment No. 2 to the Agreement with SWCA Environmental Consultants**  
County Administrator - Emergency Services | Mikaela Torres  
  
**Recommended Action:** Approve Amendment No. 2 to the contract between the County of Inyo and SWCA Environmental Consultants, amending Section 5, to include paragraph 5C - Byrd Anti-Lobbying Amendment.
- 11) **Victim/Witness Assistance Program Grant Acceptance**  
District Attorney | Tom Hardy  
  
**Recommended Action:** A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 23 32 0140) Grant from the Governor's Office of Emergency Services for Fiscal Year 2023-2024; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County, including any extensions or amendments thereto.

- 12) **Appointments to Behavioral Health Advisory Board**  
Health & Human Services - Behavioral Health | Kimball Pier

**Recommended Action:** Fill two vacancies on the Behavioral Health Advisory Board by appointing Mr. Claude "Pete" Peters to the three-year term designated for a veteran of the U.S. armed forces, ending June 30, 2026, and reappointing Ms. Lynn Martin to a three-year term designated for a client, ending June 30, 2026.

- 13) **Emergency Medical Care Committee (EMCC) Appointments**  
Health & Human Services - EMCC | Anna Scott

**Recommended Action:** Approve the following appointments to the Emergency Medical Care Committee (EMCC):

- A) Bret Russell II to represent Bishop Volunteer Fire Department for an unexpired term ending December 31, 2024;
- B) David Alcon to represent the Southern Inyo Fire Protection District for an unexpired term ending December 31, 2024;
- C) Lisa Davis to represent Bishop Area Provider (Sierra Life Flight) for the term beginning January 1, 2024 and ending December 31, 2025;
- D) Joe Cappello to represent Independence Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- E) Chelsea Benbrook to represent Olancho-Cartago Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- F) Mike Patterson to represent Air Ambulance Provider (Sierra Life Flight) for the term beginning January 1, 2024 and ending December 31, 2025;
- G) Pete Schlieker to represent Big Pine Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- H) Wendy Derr, Member at Large, for the term beginning January 1, 2024 and ending December 31, 2025; and
- I) Lorenzo Tovar, Member at Large, for the term beginning January 1, 2024 and ending December 31, 2025.

- 14) **Innovative Partnerships Memorandum of Understanding**  
Health & Human Services - First 5 | Anna Scott

**Recommended Action:** Ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento of North Highlands, CA for the provision of Innovative Partnerships Sierra Sacramento Child Abuse Prevention Council Region Project for the period of July 1, 2023 through June 30, 2024 and authorize the Health & Human Services Director to sign, contingent upon all appropriate signatures being obtained.

- 15) **Mental Health Services Oversight and Accountability Commission/Inyo County MHSSA Amendment**  
Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** Approve Amendment No. A.1 to the agreement between the County of Inyo and Mental Health Services Oversight and Accountability Commission (MHSOAC) of the State of California, amending

Exhibit A and/or extending the term end date from December 31, 2026 to June 30, 2028, and authorize the Health and Human Services - Behavioral Health Deputy Director to sign, contingent upon all appropriate signatures being obtained.

16) **Contract with Inyo County Office of Education, North Star Counseling Program, for Mental Health Services Act Services**

Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** A) Declare Inyo County Office of Education (ICOE) of Independence, CA a sole-source provider for Prevention Early Intervention (PEI) Services; B) ratify and approve the contract between the County of Inyo and ICOE for the implementation of the Mental Health Services Act (MHSA) PEI North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2023 through June 30, 2024, and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

17) **Agreement with Inyo County Office of Education for IMPACT Implementation Services**

Health & Human Services - First 5 | Anna Scott

**Recommended Action:** Ratify and approve the sole-source contract between the County of Inyo and Inyo County Office of Education for the provision of IMPACT Implementation Services in an amount not to exceed \$75,404.00 for the period of August 2, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

18) **Electronic Monitoring Program**

Probation | Jeffrey Thomson

**Recommended Action:** Request Board: A) appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; B) review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations and administrative policy for the Probation Department's electronic monitoring program and thereafter; and C) approve the Probation Department's electronic monitoring program.

19) **County Service Area No. 2 Easement Purchase Resolution**

Public Works | Michael Errante

**Recommended Action:** Approve Resolution No. 2023-36, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Sitting as the Governing Body of County Services Area Two, Accepting and Authorizing the Execution and Recording of a Deed of Easement and Easement Agreement Granting an Easement Over 151 Sumac Road to the District," and authorize the Chairperson to sign.

20) **Amendment No. 5 to the Agreement with Environmental Science Associates**

Public Works | Ashley Helms

**Recommended Action:** A) Approve the decrease in fees for Amendments 1-3 in the amount of \$65,000.00; B) approve Amendment No. 5 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, extending the term end date from November 15, 2023 to November 15, 2025; and C) approve the increase of fees in the amount of \$36,669.00 for the increased scope of work for a new not-to-exceed amount of \$628,027.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

21) **Sole-Source Provider Declaration and Contract Authorization for Road Equipment Rentals**

Public Works | Michael Errante

**Recommended Action:** A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and B) Ratify and approve the additional amount of \$45,000 for United Rentals of Ridgecrest, CA and authorize the increase of a contract to an amount not to exceed \$165,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff damages and repairs caused by Tropical Storm Hillary.

22) **Road Department Request to Purchase John Deere 624 P-Tier Wheel Loader**

Public Works - Road Department | Michael Errante

**Recommended Action:** Authorize issuance of a purchase order in an amount not to exceed \$282,283.03, payable to Coastline Equipment Company of Las Vegas, NV for one (1) John Deere 624 P-Tier Wheel Loader.

23) **Road Department Request to Purchase a John Deere Utility Cab Tractor**

Public Works | Michael Errante

**Recommended Action:** Authorize issuance of a purchase order in an amount not to exceed \$63,144.72, payable to RDO Equipment Company of Riverside, CA for one (1) new John Deere 5075E Cab Utility Tractor.

24) **Resolution Delegating Authority to the Director of Public Works to Execute all Agreements with Caltrans Pertaining to the Old Sherwin Grade and Whitney Portal Road Emergency Repair Project**

Public Works | John Pinckney

**Recommended Action:** Approve Resolution No. 2023-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Delegating Authority to the Director of Public Works to Execute all Agreements with Caltrans Pertaining to the Old Sherwin Grade and Whitney Portal Road Emergency Repair Project," and authorize the Chairperson to sign.

25) **Jail Administration Remodel Project**

Public Works | Michael Errante

**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.

**REGULAR AGENDA - MORNING**

26) **Presentation and Memorandum of Agreement Update Request from the Rural Southwest Desert Brownfields Coalition**

Planning Department | Cathreen Richards  
20 minutes (10min. Presentation / 10min. Discussion)

**Recommended Action:** A) Receive a presentation from the Rural Southwest Desert Brownfields Coalition on the Brownfields program and projects in the County; and B) review and approve the Memorandum of Agreement and authorize the Chairperson to sign.

**10:30 A.M. 27) Public Hearing on Proposed Interim Ordinance Extending Temporary Moratorium Suspending the Establishment of New Short-Term Rentals in All Land Use Designations Throughout the Unincorporated Area of the County**

County Administrator | Nate Greenberg  
15 minutes (5min. Presentation / 10min. Discussion)

**Recommended Action:** Conduct public hearing; approve proposed Ordinance 1302 titled, "An Interim Ordinance of the Inyo County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of New Short-Term Rentals in All Land Use Designations Throughout the Unincorporated Area of the County," and provide any other desired direction to staff.

28) **Selection of Provider for 911 Ambulance Service in the Bishop Operating Area**

County Administrator | Nate Greenberg  
45 minutes (10min. Presentation / 35min. Discussion)

**Recommended Action:**

- A) Approve an agreement between Inyo County and Cal-Ore Life Flight LLC (DBA Sierra Life Flight) based on their August 7, 2023 proposal and authorize the Board Chair to sign;
- B) Approve the cost-sharing Memorandum of Understanding between Inyo County, the City of Bishop, and Bishop Paiute Tribe and authorize the County Administrator to sign;
- C) Amend the Fiscal Year 2023-2024 EMS-Emergency Med Services Budget (011404) as follows: increase estimated revenue in Other Agencies (4599) by \$106,327 and increase appropriation in

- Professional Services (5265) by \$169,352 (4/5ths vote required);  
D) Amend the Fiscal Year 2023-2024 Contingencies Budget (087100) as follows: decrease appropriation in Contingencies (5901) by \$63,025 (4/5ths vote required); and  
E) Provide additional direction to staff as appropriate.

29) **Caltrans Right-of-Way Vacation**

County Administrator | Meaghan McCamman, John Pinckney, Cathreen Richards  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Approve the draft letter from Inyo County to Caltrans regarding State Highway Right of Way Vacation 196, and authorize the Chairperson to sign.

**LUNCH**

- 30) The Board will recess for lunch and reconvene for the afternoon session.

**REGULAR AGENDA - AFTERNOON**

**1:00 P.M.**

- 31) **Board of Equalization** - The Board of Supervisors will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

- 32) **Capital Asset Leasing Corporation** - The Board of Supervisors will recess and reconvene as the Capital Asset Leasing Corporation (separate agenda in packet).

Clerk of the Board | Amy Shepherd

**Recommended Action: Capital Asset Leasing Corporation** - The Board recess its regular meeting and reconvene as the Capital Asset Leasing Corporation (separate agenda in packet).

- 33) **Inyo County/Los Angeles Standing Committee Meeting - November 9, 2023**

Water Department | Holly Alpert  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for November 9, 2023.

- 34) **Ordinance Amending Subsections of the Inyo County Code Regarding Certain Elected Official Salaries**

County Administrator - Personnel | Sue Dishion  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Waive the first reading of an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(B) and 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries," and set enactment for Tuesday, November 28, 2023 in the Board of Supervisors Chambers in Independence.

35) **Strategic Planning Introduction**

County Administrator | Nate Greenberg  
45 minutes (20min. Presentation / 25min. Discussion)

**Recommended Action:** This is an informational item. However, your Board may provide recommendations or directions to Staff as appropriate.

36) **Nominations for California State Association of Counties Representatives**

Board of Supervisors | Assistant Clerk of the Board  
4 minutes (1min. Presentation / 3min. Discussion)

**Recommended Action:** Nominate from among Board of Supervisors members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2023-2024.

37) **Confirmation of Delegates and Alternates for Boards of Directors of RCRC, Golden State Finance Authority, and Golden State Connect Authority**

Board of Supervisors | Assistant Clerk of the Board  
4 minutes (1min. Presentation / 3min. Discussion)

**Recommended Action:** A) confirm from among Board of Supervisors members a delegate and alternate to the boards of directors for the Rural County Representatives of California, Golden State Finance Authority, and Golden State Connect Authority; and B) confirm a supervisor as delegate and a staff member as Inyo County's alternate to the Environmental Services Joint Powers Authority.

38) **2024 Board Meeting Calendar**

County Administrator | Nate Greenberg  
30 minutes (5min. Presentation / 25min. Discussion)

**Recommended Action:** Provide direction to staff regarding the structure of the 2024 Board of Supervisors Meeting Calendar.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

39) **Public Comment**

Comments may be time-limited

40) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

**CORRESPONDENCE - INFORMATIONAL**

41) **Inyo County Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending September 30, 2023**

42) **Bishop Mule Days Celebration - Thank You Letter to the County of Inyo**





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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:  
2023-4251

### 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 October 17, 2023.

#### 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](http://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:

- Draft October 17, 2023 Minutes

**APPROVALS:**

Hayley Carter  
Darcy Ellis

Created/Initiated - 10/17/2023  
Final Approval - 10/17/2023

# MINUTES



# County of Inyo Board of Supervisors

## October 17, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on October 17, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, and Jeff Griffiths. Supervisor Scott Marcellin was in attendance remotely pursuant to Government Code 54953(j)(2)(D). Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Supervisor Kingsley was absent.

### *Urgency Item*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve adding an urgency item to the agenda, based on the finding that it needs to be addressed before the next Board meeting on November 7 and only came to the attention of Board members and staff after publication of today's agenda. Motion carried unanimously 3-0, with Supervisors Marcellin and Kingsley absent.

### *Remote Participation*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to determine that just cause exists pursuant to Government Code 54953(j)(2)(D) and authorize Supervisor Marcellin to remotely attend the October 17, 2023, regular Board of Supervisors meeting. Motion carried unanimously 3-0, with Supervisors Marcellin and Kingsley absent.

### *Closed Session Public Comment*

The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.

### *Attendance Change*

Supervisor Marcellin arrived via Zoom webinar for Closed Session at 8:34 a.m.

### *Closed Session*

Chairperson Roeser recessed open session at 8:34 a.m. to convene in closed session with all Board members present except Supervisor Kingsley to discuss the following item(s): No. 2 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop Creek Water Association culverts as shown on attached map. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Grace Weitz, Shannon Platt, John Pinckney, and Mike Errante. Negotiating parties: Inyo County and Bishop Creek Water Association. Under negotiation: price and terms of payment; and No. 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, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Senior Budget Analyst Denelle Carrington.

### *Open Session*

Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:00 a.m. with all Board members present.

### *Pledge of Allegiance*

CAO Greenberg led the Pledge of Allegiance.

### *Report on Closed Session*

County Counsel Vallejo reported that the Board met under item No. 2 and that no action was taken during closed session that is required to be reported. Vallejo indicated that the Board no longer needed to meet under item No.3.

*Employee Service Recognition*

The following employees were recognized for reaching service milestones with the County during the third quarter of 2023:

- Krystal Leonard, 15 years, Probation Department
- Christie Martindale, 10 years, Auditor-Controller
- Tom Hardy, 10 years, District Attorney
- Sarah Petersen, 5 years, Environmental Health
- Elizabeth Porter, 5 years, Library
- Lacie Ross, 5 years, Clerk-Recorder
- Jody Dimas, 5 years, and Elena Vizcaino, 5 years, Sheriff's Office
- Morningstar Willis-Wagoner, 10 years, and Tyler Davis, 5 years, Health & Human Services
- Meaghan McCamman, 5 years, CAO/Administration

*Public Comment*

Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was heard from Independence resident Lauralyn Hundley.

*County Department Reports*

Environmental Health Director Jerry Oser said that he recently attended the California Conference of Directors of Environmental Health, updated the Board on recent State-assisted testing for hazardous algal blooms, and said he will be reaching out to Health Officer Dr. Richardson to work on public outreach concerning vector borne diseases.

Health and Human Services Director Anna Scott reported that the department is monitoring an increase in rabies cases in bats and working to bring increased awareness to the public on transmittal prevention.

Emergency Services Manager Mikaela Torres said she has been working on public outreach geared specifically toward youth engagement and attended the National Night Out in Bishop and the Open House at Independence Fire Department.

Probation Chief Jeff Thomson reminded the Board that there is a Drug Court Graduation scheduled tomorrow.

Water Director Dr. Holly Alpert said her office will be holding public meetings this week for the Technical Group and Water Commission and shared information and a handout on an upcoming Electromagnetic Survey mailing being sent out to the public by the Department of Water Resources.

*Clerk of the Board – Approval of Minutes*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of October 10, 2023. Motion carried 4-0 with Supervisor Kingsley absent.

*Clerk of the Board – Big Pine Cemetery District Appointments*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to reappoint Ms. June Shaw to a four-year term and appoint Mr. James R. (JR) Lamia to a four-year term on the Big Pine Cemetery District Board of Trustees, both ending May 31, 2027. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*CAO – Bishop Volunteer Fire District One-Time Funding Distribution*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the one-time allocation of \$25,000 to the Bishop Volunteer Fire Protection District. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*CAO-Personnel – State Assessment Analyst Certification Program Implementation/ Reso. # 2023-34*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2023-34, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, implementing a State Assessment Analyst Certification Program in Accordance with Section 674 Through 680 of the Revenue and Taxation Code," and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

*HHS-Behavioral Health –*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between the County of Inyo and North American Mental Health Services of Redding, CA for

<i>North American Mental Health Services Telepsychiatry Services Agreement</i>	the provision of Mental Health Tele-psychiatry services in an amount not to exceed \$100,000 for the period of November 1, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>HHS-Health &amp; Prevention – Children’s Medical Services Plan FY 2023-2024</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to ratify and approve the Children’s Medical Services (CMS) Plan for Fiscal Year 2023-2024 to ensure the continuation of children’s medical services in Inyo County and authorize the Chairperson to sign certification statements. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Probation – Emergency Mutual Aid Memorandum of Agreement</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the Memorandum of Agreement to provide and to receive mutual aid from the participating counties in case of an emergency or disaster. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Public Works – Big Pine Animal Shelter Project Award Contract</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: <ul style="list-style-type: none"> <li>A) Award the contract for the Big Pine Animal Shelter Project at the Big Pine Animal Shelter to Rudolph Construction Co. of Bishop, CA as the successful bidder;</li> <li>B) Approve the construction contract between the County of Inyo and Rudolph Construction Co. of Bishop, CA in the amount of \$270,879.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and approval of the 2023-2024 budget;</li> <li>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.</li> </ul> Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>County Administrator – CEDS Submittal to EDA/ Reso. No. 2023-35</i>	Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Resolution No. 2023-35, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo, and Mono Counties as Prepared and Authorizing the Eastern Sierra Council of Governments to Submit to the U.S. Economic Development Administration," and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>CAO – 23-24 EMS Budget Amendment</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to: <ul style="list-style-type: none"> <li>A) Amend the Fiscal Year 2023-2024 EMS - Emergency Medical Services Budget (011404) as follows: increase appropriation in the Professional Services Object Code (5265) by \$15,000; and</li> <li>B) Amend the Fiscal Year 2023-2024 General Fund Contingencies Budget (087100) as follows: reduce appropriation in the Contingencies Object Code (5901) by \$15,000.</li> </ul> Motion carried unanimously 4-0, with Supervisor Kingsley absent.
<i>Public Comment</i>	Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.
<i>Board Member &amp; Staff Reports</i>	Assistant Clerk of the Board and Public Relations Liaison Darcy Ellis reminded attendees that the Board will be dark the next two weeks. <p>Supervisor Griffiths said that he attended an Inyo Associates meeting in Bishop, the swearing-in ceremony for Assistant Sheriff Tim Bachman, an open house for Eastern Sierra Engineering, a strategic planning workshop for IMACA, a school safety meeting, and announced several upcoming events, including the Friday Night Market, Eastside Student Center fundraiser, and the Eastern Sierra Cancer Alliance 5K Run &amp; Walk fundraiser on Saturday.</p> <p>Supervisor Orrill said she attended swearing-in for Assistant Sheriff Bachman and a safety meeting with Bishop Unified School District which was attended by multiple agencies.</p>
<i>Adjournment</i>	The Chairperson adjourned the meeting at 10:46 a.m. to 8:30 a.m. Tuesday, November 7,

2023, in the County Administrative Center in Independence.

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

DRAFT



# 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:  
2023-4278

### Amendment No. 2 to the Agreement with SWCA Environmental Consultants County Administrator - Emergency Services ACTION REQUIRED

#### ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

#### ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

#### RECOMMENDED ACTION:

Approve Amendment No. 2 to the contract between the County of Inyo and SWCA Environmental Consultants, amending Section 5, to include paragraph 5C - Byrd Anti-Lobbying Amendment.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On March 7, 2023, your Board approved a contract with SWCA Environmental Consultants, not to exceed \$149,935, to update the County's Community Wildfire Protection Plan. The standard 113 contract does not include Byrd Anti-Lobby clause and certificate, which is a requirement by the Federal Emergency Management Agency (FEMA). This amendment is to align the contract language with FEMA guidelines. The workplan and costs outlined in the contract will not change.

Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	023700
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this amendment, though this is not recommended, as it could cause the County to be out of compliance with FEMA guidelines.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

**ATTACHMENTS:**

1. SWCA Environmental Consultants Contract
2. SWCA Environmental Consultant Contract Amendment No. 1
3. SWCA Contract Amendment No. 2

**APPROVALS:**

Mikaela Torres	Created/Initiated - 11/1/2023
Mikaela Torres	Approved - 11/1/2023
Darcy Ellis	Approved - 11/1/2023
John Vallejo	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023



# *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 7th day of March 2023 an order was duly made and entered as follows:

*Emergency Services  
– SWCA  
Environmental  
Consultants Contract*

Moved by Supervisor Orrill and seconded by Supervisor Kingsley to: A) declare SWCA Environmental Consultants of Half Moon Bay, CA, the successful respondent to Inyo County RFP OES--2022-12-01 Community Wildfire Protection Plan; B) authorize a contract be entered into with SWCA Environmental Consultants in an amount not to exceed \$149,935 for the term of March 1, 2023 through November 30, 2024, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

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



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: \_\_\_\_\_

<b>Routing</b>
CC Purchasing Personnel Auditor CAO Emergency Services Other: DATE: March 8, 2023



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

March 7, 2023

Reference ID:  
2023-3518

### Contract for Consulting Services to Update the Inyo County Community Wildfire Protection Plan

#### County Administrator - Emergency Services

ACTION REQUIRED

#### ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

#### ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

#### RECOMMENDED ACTION:

A) declare SWCA Environmental Consultants of Half Moon Bay, CA, the successful respondent to Inyo County RFP OES--2022-12-01 Community Wildfire Protection Plan; B) authorize a contract be entered into with SWCA Environmental Consultants in an amount not to exceed \$149,935 for the term of March 1, 2023 through November 30, 2024, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In August 2022, the Inyo County Office of Emergency Services (OES) was awarded a grant through the Hazard Mitigation Program to update the County's Community Wildfire Protection Plan. Your Board reviewed and accepted the grant funds at your November 29, 2022 Board meeting. On December 28, 2022, the Inyo County OES advertised Request For Proposal OES-2022-12-01, for contract consulting services to update the Inyo County Emergency Community Wildfire Protection Plan (CWPP).

Two (2) proposals were received by the submittal due date of February 1, 2023. An evaluation panel consisting of the Inyo County Emergency Services Manager and Inyo County Wildfire Preparedness Coordinator reviewed and rated both of the proposals.

The proposal submitted on behalf of SWCA Environmental Consultants was determined to be the proposal that could best address and fulfill the needs of Inyo County in the successful completion of an approved CWPP.

SWCA's proposal addressed all of the requirements that were stipulated in the RFP, they had excellent references, and their proposal was also the lowest cost per hours worked. Additionally, SWCA has done extensive work in the Eastern Sierra, partnering with multiple local agencies including the Whitebark Institute and 40 acres and Independence Fire Safe Councils, demonstrating strong knowledge of challenges unique to Inyo County. As an added option, upon completion of the update of the CWPP, SWCA will prepare a story map which provides a project-tracking system, which is designed to provide real-time updates, measurable progress, and the ability for multi-agency coordination and collaboration well after the completion of the CWPP document. The story map will also help increase community engagement and outreach in OES planning.

Update of the CWPP, and completion of the Story Map, are currently scheduled to be completed by November 2024.

**FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded-State	<b>Budget Unit</b>	023700
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Term Limited Contract from 11/2022 to 11/2025		
<b>Current Fiscal Year Impact</b>			
023700, Office of Disaster Services has \$112,500 budgeted (grant-funded) for the CWPP update. This is a multi-year project.			
<b>Future Fiscal Year Impacts</b>			
The balance of contract will be paid from next year's grant funds and a grant match of \$37,500			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this consulting contract with SWCA Environmental Consultants to update the County of Inyo's Community Wildfire Protection Plan. This action would not be in the best interest of the County. This project has been identified as an approved project within the Hazard Mitigation Grant Program funds.

If these allocated Hazard Mitigation Grant Program funds are not used before the end of the grant program performance period of 11/04/2022 through 11/04/2025, these allocated funds will revert back to the State.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. SWCA Proposal (RFP No. OES-2022-12-01)
2. Standard Contract 113
3. Insurance Requirements

**APPROVALS:**

Mikaela Torres	Created/Initiated - 2/27/2023
Darcy Ellis	Approved - 2/27/2023
John Vallejo	Approved - 2/27/2023
Amy Shepherd	Approved - 3/1/2023
Nate Greenberg	Final Approval - 3/2/2023

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND SWCA, Incorporated**  
**FOR THE PROVISION OF Consulting SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Consulting services of SWCA, Incorporated, dba SWCA Environmental Consultants of Half Moon Bay, California hereinafter referred to as "Contractor", and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from March 1, 2023 to November 30, 2024 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of One hundred forty-nine thousand, nine hundred thirty-five Dollars and no/100 cents (\$ 149,935.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

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

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed One hundred forty-nine thousand, nine hundred thirty-five Dollars and no/100 cents (\$ 149,935.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State Taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

## **12. NONDISCRIMINATION.**

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

## **13. ASSIGNMENT.**

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

## **14. DEFAULT.**

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

## **15. 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 one (21) below.

## **16. CONFIDENTIALITY.**

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

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

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. CONFLICTS.**

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

**18. POST AGREEMENT COVENANT.**

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

**19. 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.

**20. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

**21. 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.

**22. NOTICE.**

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



County of Inyo  
Administration - OES Department  
1360 N. Main Street Address  
Bishop, CA 93514 City and State

Contractor:

SWCA, Incorporated Name  
60 Stone Pine Road Address  
Half Moon Bay, CA 94019 City and State

**23. ENTIRE AGREEMENT.**

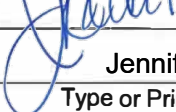
This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived,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

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND SWCA, Incorporated dba SWCA Environmental Consultants  
FOR THE PROVISION OF Consult ing SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
27th DAY March, 2023.

**COUNTY OF INYO**

By:   
Jennifer Roeser  
Type or Print Name

Dated: 03/27/2023

**CONTRACTOR**

By:   
John Dietler, Vice President  
Type or Print Name

Dated: 3/22/23

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

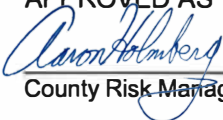
APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND SWCA, Incorporated dba SWCA Environmental Consultants  
FOR THE PROVISION OF Consulting SERVICES**

**TERM:**

**FROM:** March 1, 2023 **TO:** November 30, 2024

**SCOPE OF WORK:**

The Scope of Work includes the following, which are all incorporated into this agreement:

- All Contract Documents
- Inyo County Community Wildfire Protection RFP OES-2022-12-01
- SWCA Environmental Consultants response to the Request for Proposals

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND SWCA, Incorporated dba SWCA Environmental Consultants  
FOR THE PROVISION OF Consulting SERVICES**

**TERM:**

**FROM:** March 1, 2023 **TO:** November 30, 2024

**SEE ATTACHED INSURANCE PROVISIONS**

**ATTACHMENT B: INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES 2022**  
Contract For Review and Update to The Inyo County Community Wildfire Protection Plan

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. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.
3. **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. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
4. **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 with signed letter on contractor's letterhead certifying that contractor has no employees.*

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

**OTHER INSURANCE PROVISIONS**

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

**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 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 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-



**INYO COUNTY COMMUNITY  
WILDFIRE PROTECTION  
PLAN UPDATE / RFP  
NUMBER OES- 2022-12-01**

**SUBMITTED TO**

Inyo County Administration  
Office of Emergency Services  
1360 North Main Street  
Bishop, California 93514

February 1, 2023

**SUBMITTED BY**

SWCA Environmental Consultants  
320 North Halstead Street Suite 120  
Pasadena, California 91107





ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

320 North Halstead Street, Suite 120  
Pasadena, California 91107  
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www.swca.com

# 1. COVER PAGE / COVER LETTER

February 1, 2023

Inyo County Administration  
Office of Emergency Services  
1360 N. Main Street  
Bishop, CA 93514

**Re: Inyo County Community Wildfire Protection Plan Update / RFP Number OES- 2022-12-01**

To Whom It May Concern:

**SWCA Environmental Consultants (SWCA)** is pleased to submit our proposal to develop an updated Community Wildfire Protection Plan (CWPP) for Inyo County (County). Our project team and CWPP scope have been developed to address, and be in accordance with, the Healthy Forests Restoration Act, National Cohesive Wildland Fire Management Strategy, and California Department of Forestry and Fire Protection (CAL FIRE) guidelines. Our project team includes a committed non-profit organization whose staff have decades of experience in the region and call Inyo County home, as well as SWCA staff who also live in the region and have a long history of working in and near Inyo County. On that account, several members of our project team are intimately familiar with the County's wildfire concerns.

The SWCA team includes long-term partner **Wildland Fire Associates (WFA)** and locally based **Whitebark Institute of Interdisciplinary Environmental Sciences (Whitebark)**. Within your district, the SWCA-WFA-Whitebark team are currently preparing two CWPPs—for the 40 Acres community and the Town of Independence. Our team includes local staff with personal knowledge of the region and the County's stakeholders, including County personnel, CAL FIRE, local fire departments, Inyo National Forest, U.S. Bureau of Land Management Bishop Office, Fire Safe Councils, tribes, Bristlecone Chapter of the California Native Plant Society, Los Angeles Department of Water and Power, Southern California Edison, Chamber of Commerce, industry, and community and environmental groups. We understand the

County's large geographic area, including its habitats and range of community resources. As a unified team, we have convened a high-caliber group of experts ready to work with the County and their stakeholders.

In addition to our Inyo County experience, we are well acquainted with nearby California counties that have recently experienced large catastrophic wildfires. We worked with these counties to prepare CWPPs to determine effective, prioritized wildfire mitigation and fuel reduction projects tailored to meet the qualifications necessary for federal and state funding. Our team members have been selected based on experience with fire planning, wildfire mitigation, and community outreach, as well as their continuously proven success providing action-oriented fire risk reduction strategies. **We have both the financial resources and a deep bench of qualified personnel to execute this CWPP**

**SWCA CAN LEVERAGE LOCAL PRESENCE AND REGIONAL KNOWLEDGE TO EXPEDITE INYO COUNTY'S CWPP**

The SWCA-WFA-Whitebark team is currently working on two CWPPs for communities in Inyo County. We are intimately familiar with the County, its fire safe councils, and the concerns and priorities of its local stakeholders and community members. Our local experience and existing Inyo County data can reduce the estimated time to complete the CWPP by 2-4 months.

update with all the requirements set forth in the Request for Proposals (RFP) and can work with the County to expedite this project to deliver the final CWPP at an earlier date than requested.

Our team's diverse capabilities—including fire and fuels planning, wildfire behavior modeling, public outreach and education, federal and state fire operations and management, fuels management planning, and environmental compliance through the California Environmental Quality Act (CEQA) and application of the California Vegetation Treatment Program (CalVTP) for hazardous fuel reduction—qualify us to support the County.

The SWCA team will be led by **Project Manager Montiel Ayala**, who will serve as the primary point of contact for the duration of the project. Mr. Ayala has an acute awareness of how a well-managed planning process can help facilitate preparation of a high-quality and effective CWPP update through his experience developing over 12 CWPPs across the United States, including eight CWPPs in California and multiple wildfire risk assessments and vegetation management plans across the state. He will work with **Local Subject Matter Expert and Facilitator Lia Webb** for in-person meeting facilitation, Core Team (a group of local stakeholders and land managers) discussions,

project recommendation development, and ongoing stakeholder engagement. Ms. Webb has over 20 years of experience and proven ability to convene partnerships and work effectively with diverse groups in collaborative and cooperative roles. Ms. Webb has led and managed complex and controversial projects relating to restoration, sensitive habitats and species, forestry and fire, trails and recreation, and transportation and infrastructure.

**Fire Subject Matter Expert Victoria Amato** will provide senior leadership, technical expertise in fire science, and oversight and quality assurance/quality control for the SWCA team, as well as ensure responsiveness to the County. Ms. Amato has developed over 45 CWPPs, is an experienced navigator of wildfire risk and hazard analysis, and brings experience developing CWPPs from community to regional scales. Mr. Ayala will be supported by **Assistant Project Manager Paris Krause**, who has extensive experience conducting forest health and fuels research (particularly in northern California) and developing CWPPs in California. California-based **Fire Planning Specialist Ryan Saggese** will also bring specialized regional fire knowledge to the CWPP update, and **Fire Modeling Specialist and Geographic Information Systems (GIS) Lead Liz Hitzfelder**, who is supporting the 40 Acres and Independence CWPPs, will support development of all spatial products.

This proposal contains proprietary information (see [Table 11](#)); the link, video, and password are not releasable as public information and are subject to an expiration date. We have included optional tasks for the County's consideration and are open to negotiation with the County over scope elements and the budget. Any questions or correspondence regarding our proposal during the review and evaluation process should be directed to proposed **Project Manager Montiel Ayala** at (323) 213-7501 and/or [montiel.ayala@swca.com](mailto:montiel.ayala@swca.com). For contract negotiations between the County and SWCA, please contact **Vice President of Northern and Central California Laura Moran** at (650) 440-4160 and/or [laura.moran@swca.com](mailto:laura.moran@swca.com).

Thank you for providing us with the opportunity to support development of the County's CWPP update. We would be honored to continue working with the County and all interested parties to develop a defensible, action-oriented plan in a timely and streamlined manner to address current and future wildfire risks. We look forward to further discussing our qualifications and to assist with the development of this important community plan.

Sincerely,



Laura Moran\*

Vice President, Northern and Central California

\*Authorized to negotiate and execute contracts on behalf of SWCA



Montiel Ayala

Project Manager

Primary Point of Contact

### PROJECT SUCCESS

To date, SWCA has developed more than 45 county, regional, or community-level wildfire protection plans in more than 50 counties, including numerous localities in California.



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## 2. COMPANY INFORMATION



**Table 1. SWCA Company Information**

SWCA COMPANY INFORMATION	
<b>Legal name:</b>	SWCA, Incorporated
<b>DBA:</b>	SWCA Environmental Consultants
<b>Mailing Address and Physical Address(es):</b>	<p><b>Mailing and Physical Address of Nearest Office</b> 320 North Halstead Street, Suite 120, Pasadena, CA 91107</p> <p><b>Mailing and Physical Address of Office Managing Contract</b> 60 Stone Pine Road, Half Moon Bay, CA 94019</p> <p><b>Corporate Office</b> 20 East Thomas Road, Suite 1700 Phoenix, AZ 85012</p>
<b>Remit-to billing address:</b>	PO Box 7217, Carol Stream, IL 60197-7217
<b>Phone, Fax, and Website:</b>	Corporate Phone: (602) 274-3831   Fax: (602) 274-3958   <a href="http://www.swca.com">www.swca.com</a>
<b>Organization Type:</b>	S Corporation
<b>Federal I.D. Number:</b>	86-0483317
<b>DUNS Number:</b>	119149730
<b>List of Owners:</b>	SWCA is a 100% employee-owned company. Principal shareholders are SWCA ESOP Plan and Trust, established in 1998.
<b>Corporate Officers:</b>	Joseph J. Fluder III, Chief Executive Officer, President Denis Henry, Chief Financial Officer, Executive Vice President, Secretary, and Treasurer Deborah Owens, Chief People Officer Linda Lannen, Chief Technology Officer
<b>Person to Receive Notices:</b>	Montiel Ayala , Project Manager   (323) 213-7501   <a href="mailto:montiel.ayala@swca.com">montiel.ayala@swca.com</a>
<b>Authorized Company Representative:*</b>	Laura Moran*, Vice President of Northern and Central California   (650) 440-4160   <a href="mailto:laura.moran@swca.com">laura.moran@swca.com</a>

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# 3. COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS



## A. FIRM PROFILE AND HISTORY

### SWCA ENVIRONMENTAL CONSULTANTS

**SWCA Environmental Consultants (SWCA)**, a 100% employee-owned company established in 1981, specializes in providing comprehensive environmental planning (including California Environmental Quality Act [CEQA] and National Environmental Policy Act [NEPA] document preparation), regulatory compliance, and natural and cultural resources management services to businesses and government clients across the United States. With over 40 years of experience, we work to understand the full life cycle of each project, from its early inception to completion. In the face of rapid environmental, economic, and societal changes, SWCA provides a comprehensive approach to these challenges.

Our in-house experts include project managers, fire planners, permitting specialists, biologists, archaeologists, paleontologists, architectural historians, technical editors, and geographic information system (GIS) specialists who have worked on over 80 fire-related projects nationwide. Our staff are particularly well known for clear and engaging communication to diverse audiences, exceptional data analysis, and both spatial and written deliverable production, which ensures our clients receive high-quality environmental documentation and science-based solutions.

What makes SWCA the right team is our company’s focus on **Sound Science and Creative Solutions**. As a part of a moderate-sized firm of over 1,400 employees in 39 offices throughout the United States, SWCA’s local offices are small enough to take full ownership of the



*Figure 1. SWCA, Whitebark, and Inyo County Wildfire Coordinator Kristen Pfeiler facilitating a public event with CAL FIRE, 40 Acres Fire Safe Council, and community residents in 40 Acres*



**Figure 2. SWCA facilitating a public workshop in Independence, California**

expectations of the communities in Inyo County and to make this community wildfire protection plan update (CWPP update) our top priority. At the same time, with a Fire and Forestry Work Group consisting of almost 40 staff members supporting our wildfire planning work, we are large enough to have the appropriate staff and technical resources to prepare this CWPP update.

We have over 17 years of experience with CWPPs and fire management plans (FMPs) with similar scope and content as the plan needed by the County of Inyo (County) and its key agency partners and collaborators. SWCA uses the National Cohesive Wildland Fire Management Strategy (Cohesive Strategy) as a framework for developing our CWPPs and will adhere to all federal and state minimum standards throughout plan development. We use this framework to ensure that the CWPP update will competitively position the County and its

partners for project funding opportunities. Furthermore, we have significant knowledge of California-specific wildfire laws and regulations, having developed over 15 CWPPs, wildfire risk assessments, and fire and fuel management plans in California. We have also completed or updated plans in California, Nevada, Oregon, Washington, Colorado, Utah, New Mexico, Alaska, Arizona, Pennsylvania, Illinois, Massachusetts, and New York. Each plan is highly customized based on the location and specific needs of the community, agencies, and local stakeholders.

Our team provides high-quality services to assist communities in planning for and managing wildland fire hazards. We use GIS and Global Positioning System (GPS) technology and federal fire hazard rating systems to assess local, mid-scale, and regional fire hazards, including wildland urban interface (WUI) fire hazards. We have proven success in the use of fire behavior modeling to develop community risk and hazard assessments, including the use of several federally recognized programs, such as the Interagency Fuel Treatment Decision Support System (IFTDSS), BehavePlus, FARSITE, and FlamMap.

Our staff has completed Firewise training workshops to assess structural ignitability and defensible space in the home ignition zone. We use National Fire Protection Association (NFPA) 1144 risk/hazard assessment protocols to accurately characterize on-the-ground conditions in neighborhoods and residential areas, as well as ground-truth fire behavior model outputs. These assessments help guide recommendations for Firewise certification and actions that homeowners can take to reduce structural ignitability.

SWCA has a proven record conducting in-person and virtual public information sessions and collecting feedback on a wide variety of projects. Our staff has used consensus-based collaborative planning for a variety of projects, including public meetings for CWPPs. Our team has convened Core Teams, which are comprised of key agencies and stakeholder groups, often with diverse and polarized interests, to participate in all CWPP planning processes. These actions have led to collaborative community action plans and implementation strategies that have been readily adopted by local and county governments.

SWCA has experience preparing project-specific analyses (PSAs) to evaluate whether the proposed projects were within the scope of the California Vegetation Treatment Program (CalVTP) Programmatic Environmental Impact Report (PEIR). SWCA also prepared mitigation, monitoring, and reporting programs (MMRPs) outlining the standard project requirements (SPRs) and mitigation measures included in the PEIRs that were applicable to the projects and assisted the Kern County Fire Department with SPR-AD-7 compliance. The Kern County Fuel Reduction Project and Tecuya Ridge Shaded Fuelbreak Project PSAs are some of the first PSAs to be completed using the CalVTP PEIR tiering process.



We use a variety of tools to engage the public, including traditional public meetings, focus groups, online surveys, social media websites, ArcGIS online story maps, presentations, neighborhood associations, fire departments, county commissioners, information booths and graphic displays at public events, and radio and TV interviews. Joining SWCA are key teaming partners and subconsultants **Whitebark Institute of Interdisciplinary Environmental Sciences (Whitebark)** and **Wildland Fire Associates (WFA)**, both of whom are currently working with SWCA on two CWPPs for communities within Inyo County—40 acres and Independence.

## INYO COUNTY EXPERIENCE

The SWCA-WFA-Whitebark team is currently working together on CWPPs for two communities in Inyo County, which will bring a unique and local perspective when preparing the County's CWPP.

## SUBCONSULTANTS

### *Wildland Fire Associates*



**WILDLAND FIRE**  
ASSOCIATES

WFA is a unique partnership of career wildland fire and natural resource managers that has provided outstanding service since 2001. WFA and SWCA worked together for almost two decades on the development of high-quality fire planning products and wildfire risk and hazard assessments. WFA has an unparalleled background in all aspects of wildland fire management, including:

1. Comprehensive fire management planning, including community wildfire protection planning
2. On-the-ground fuels assessment and project planning
3. Fire behavior modeling, weather applications, fire ecology, and fire effects
4. GIS applications
5. Wildland fire suppression strategies
6. Wildland fire risk management and safety reviews
7. Current knowledge and understanding of federal policies and procedures
8. Professional consulting for legal cases

Each associate with WFA has worked at the field level, and many have worked at regional and national levels, in the area of wildland fire and natural resource program management. Additionally, WFA has experience tailoring contracts to meet the needs of federal, state, and local managers in a wide variety of areas, which include private land fuels management, wildland fire program management reviews, and a wildland firefighter fatality investigation.

Past WFA CWPPs include the following:

- Rogue Valley Integrated CWPP, Oregon, in partnership with SWCA (2017)
- CWPP Revision for Santa Clara County, California (subcontractor for SWCA)
- Warren and Forest Counties, Pennsylvania (2014)
- Hot Sulphur Springs-Parshall Fire Protection District, Colorado (2011)
- Nevada Bureau of Land Management 17-County Fire Risk Assessment and Statewide Hazardous Fuels Analysis and Summary Report (2009)
- Pueblo County, Colorado (2008)
- Hazard Fuel Assessment and CWPPs for Yosemite West and Foresta, California (2007)

**WFA’s Proposed Services:**

- Assisting with document authorship and project recommendations
- Providing as-needed quality assurance/quality control (QA/QC)

**Whitebark Institute of Interdisciplinary Environmental Sciences**



Whitebark is a small non-profit organization based in the city of Bishop. Whitebark was founded in 2013 to study and seek solutions to a wide variety of environmental problems. Whitebark’s team of experts are knowledgeable in wildfire behavior, forest ecology, botany, forestry, wildlife biology, hydrology, education and outreach, NEPA and CEQA document preparation, fire risk reduction for communities, and broad natural resource management.

Through its work under California’s Regional Forest and Fire Capacity Program and California Department of Forestry and Fire Protection (CAL FIRE) grants, Whitebark has interfaced with almost all levels of government, agencies, fire safe councils, tribes, and natural resource Non-Governmental Organizations (NGOs) in Inyo, Mono, and Alpine Counties.

Whitebark is currently focused on reducing the risk of catastrophic wildfires and working on community resilience, fuels reduction, and ecosystem health projects.

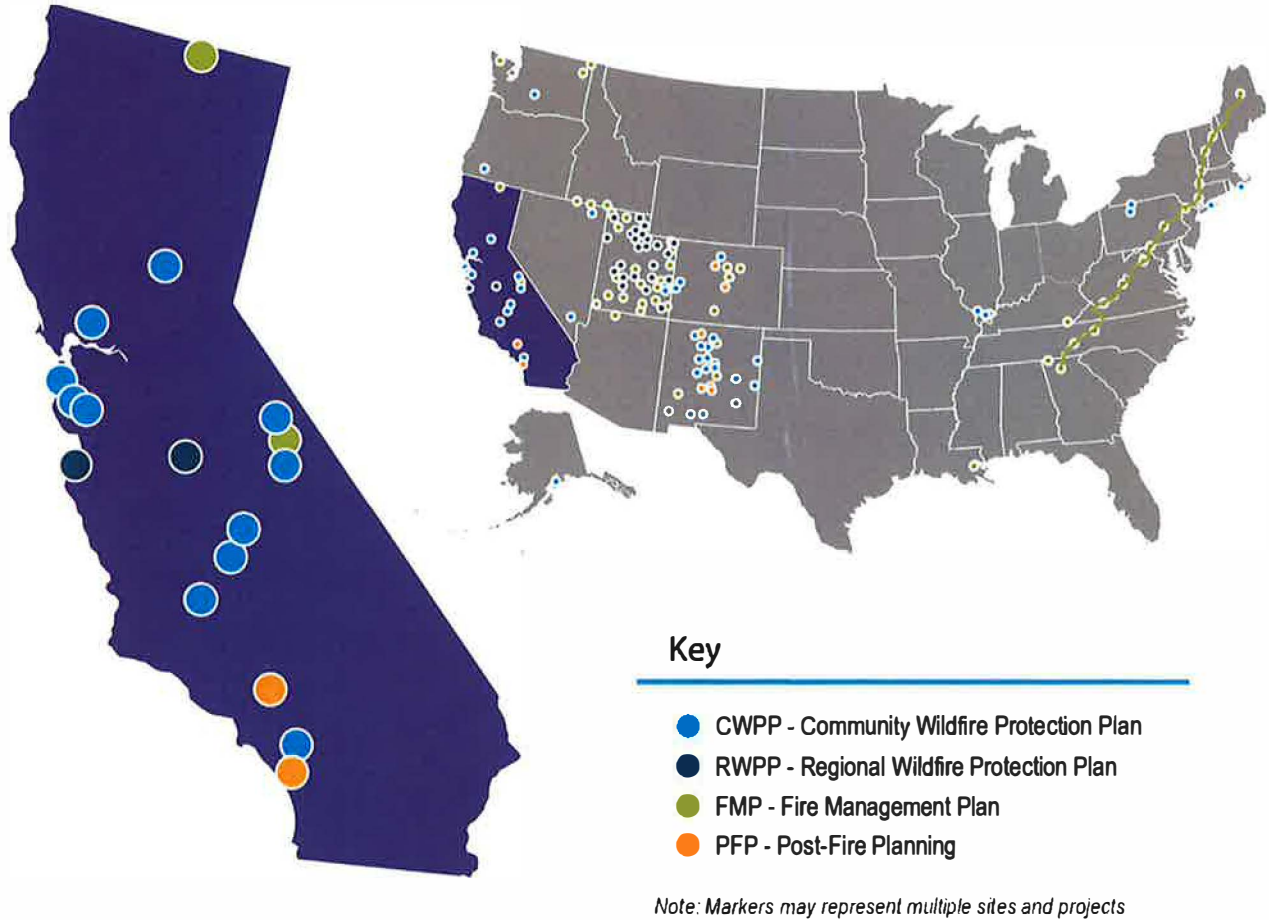
**Whitebark’s Proposed Services:**

- Assisting with document authorship and outreach efforts
- Attending and providing support during core team meetings
- Hosting and facilitating the in-person public event

**B. RELEVANT PROJECT EXPERIENCE**

SWCA’s experience providing fire-related services across the country ([Figure 3](#)) demonstrates a track record of providing our clients with high-quality deliverables. Much of this effort to date includes CWPPs that are similar to the proposed Inyo County CWPP update. For example, SWCA is currently providing an update for the Santa Clara County CWPP and includes a project team that is very familiar with the landscape ecology, fuels, wildfire regulations, land management practices, and fire management strategies in this region. We understand the risk of wildfire to both large and small communities and the specific challenges that small, rural communities face. We know how to maximize efforts to provide high-quality services on time and within limited budgets. SWCA is uniquely qualified to tailor a high-quality plan for the County and to align the planning goals of the County, the Core Team, local residents, and agency partners.

**17** YEARS    **86** PROJECTS    **26** STATES



**Figure 3. SWCA's nationwide fire experience**

### CWPP PROJECT EXPERIENCE

Presented below are select project descriptions followed by [Table 2](#), which features a list of SWCA CWPP and fire-related experience within the past 5 years. Each project is unique and may require a multitude of different fire planning, fuels management, and environmental compliance tasks; these projects demonstrate how our team is fully capable of providing a suite of diverse services for a comprehensive approach that will result in project success for the County.

CWPPS FOR 40 ACRES AND INDEPENDENCE			
<b>Client:</b>	The Whitebark Institute of Interdisciplinary Environmental Sciences	<b>Location:</b>	40 Acres and Independence, Inyo County, California
<b>Reference:</b>	Tamara Cohn, Independence Fire Safe Council President	<b>Phone:</b>	(760) 920-2188
		<b>Email:</b>	<a href="mailto:tcinyo@gmail.com">tcinyo@gmail.com</a>
<b>Timeframe:</b>	May 2022–Present		



Figure 4. Community of Independence, Inyo County. Photo credit: Rick Kattelmann.

The SWCA-WFA-Whitebark team is currently developing two detailed community-scale CWPPs for the communities of 40 acres and Independence to address wildfire hazards and risks in the WUI.

SWCA is working with the communities' Fire Safe Councils, County representatives, local fire departments, local tribe, and federal and state partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with CAL FIRE, Inyo National Forest, U.S. Bureau of Land Management (BLM), and public utilities. SWCA and Whitebark also conducted public events, including home hazard assessment demonstrations and community walkthroughs with residents as well as workshops to discuss community concerns and priorities. In addition, SWCA and Whitebark leveraged the local Fire Safe Council's existing networks to reach rural residents that are typically difficult to reach via email and social media.

**TULARE COUNTY CWPP**

<b>Client:</b>	Tulare County Resource Conservation District	<b>Location:</b>	5642 Victor Street, Bakersfield, California 93308
<b>Reference:</b>	Jeff Gletne, Forester	<b>Phone:</b>	(559) 359-1501
		<b>Email:</b>	<a href="mailto:gletne@kerncountyfire.org">gletne@kerncountyfire.org</a>
<b>Timeframe:</b>	October 2021–March 2022	<b>Link to CWPP:</b>	<a href="https://www.swca.com/sites/default/files/tulare_cwpp_final_combined.pdf">https://www.swca.com/sites/default/files/tulare_cwpp_final_combined.pdf</a>

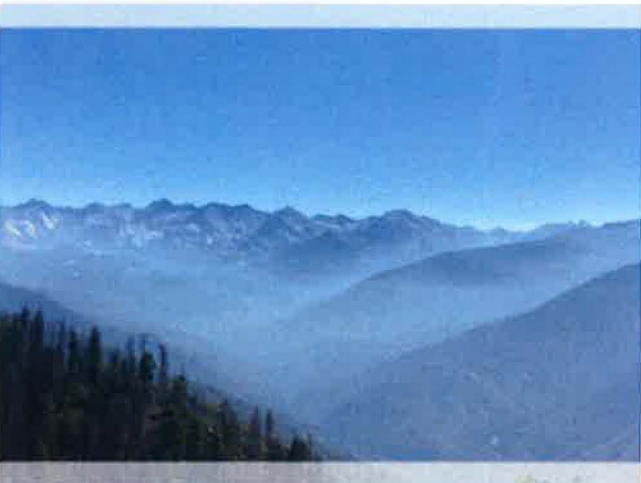


Figure 5. Sierra Nevada range in Tulare County.

SWCA worked with the Tulare County Resource Conservation District (RCD) and the Kern County Fire Department to create two distinct countywide CWPPs that cover high-risk areas, including rural WUI communities, across both counties. The CWPPs are consistent with the Healthy Forests Restoration Act and are aligned with the Cohesive Strategy. The Tulare County CWPP was developed in conjunction with the Tulare County Fire Department and covers at-risk areas, including unincorporated and undeveloped land in the foothills and mountains of eastern Tulare County, an intermix of federal, state, and private land.

SWCA convened a diverse Core Team for each CWPP and regularly engaged the communities through online platforms (due in part to the Coronavirus Disease 2019 [COVID-19] pandemic) to ensure a collaborative effort throughout the CWPP processes. SWCA facilitated three Core Team

meetings for each CWPP, during which goals and objectives, on-site assessments, risk assessments, and recommendations were discussed. The public was specifically engaged to solicit feedback and determine public perceptions of wildfire risk. SWCA also established community base maps, WUI delineations, and community risk assessments for each CWPP.

SANTA CLARA COUNTY CWPP			
<b>Client:</b>	Santa Clara County Fire Department	<b>Location:</b>	Santa Clara County, California
<b>Reference:</b>	John Justice, Deputy Chief	<b>Phone:</b>	(408) 378-4010
		<b>Email:</b>	<a href="mailto:john.justice@sccfd.org">john.justice@sccfd.org</a>
<b>Timeframe:</b>	September 2015–2023	<b>Link to CWPP:</b>	<a href="https://www.swca.com/sites/default/files/santa_clara_county_cwpp_final.pdf">https://www.swca.com/sites/default/files/santa_clara_county_cwpp_final.pdf</a>



Figure 6. Trail in Santa Clara County, California

SWCA developed a CWPP and CAL FIRE Unit Fire Plan for the entire area of Santa Clara County, better known as the Silicon Valley. This project had a large number of public and private stakeholders, including federal, state, and County of Santa Clara partners and private citizens, and a very engaged public whom SWCA interacted with via multiple outreach approaches, including a custom-designed online survey portal, social media site, and series of public meetings and workshops.

SWCA prepared a comprehensive risk/hazard analysis to identify priority areas for wildfire mitigation and prevention and recommended mitigation actions that were focused on potential loss of community values at risk and critical infrastructure within the WUI. The analysis also considered the wildfire response capacity of local emergency services and included recommendations for increasing the capability

of emergency responders. In 2022 the Santa Clara County Fire Safe Council retained SWCA to develop an update to the 2015 CWPP. The updated CWPP will utilize new fine-scale fuel mapping and risk assessment, increase community engagement to a broader range of stakeholders, and include a top-of-the-line CWPP story map and map interface to increase community engagement in the planning project and increase the implementation and tracking of needed wildfire mitigation activities.

KERN COUNTY CWPP AND FUEL REDUCTION PSA			
<b>Client:</b>	Kern County Fire Department	<b>Location:</b>	Kern County, California
<b>Reference:</b>	Jeff Gletne, Registered Professional Forester	<b>Phone:</b>	(559) 359-1501
		<b>Email:</b>	<a href="mailto:jgletne@kerncountyfire.org">jgletne@kerncountyfire.org</a>
<b>Timeframe:</b>	June 2020–March 2022	<b>Link to CWPP:</b>	<a href="https://www.swca.com/sites/default/files/kern_cwpp.pdf">https://www.swca.com/sites/default/files/kern_cwpp.pdf</a>
		<b>Link to CWPP Video:</b>	<a href="https://www.youtube.com/watch?v=GF43UvppH2A">https://www.youtube.com/watch?v=GF43UvppH2A</a>

SWCA recently completed a comprehensive CWPP for Kern County, in conjunction with the Kern County Fire Department. As part of the CWPP development process, SWCA convened a Core Team of a range of stakeholders and engaged communities during public outreach to ensure a collaborative effort throughout the CWPP process. SWCA carried out a comprehensive assessment of risk and hazard utilizing desktop analysis and field assessment of fuels and WUI conditions. In conjunction with the Core Team, SWCA developed and prioritized recommendations for wildfire risk reduction, including actions to improve forest health and resilience and measures to reduce structural ignitability and improve community fire adaptation. The final CWPP was approved by all parties and immediately utilized to seek funding to implement hazardous fuel treatments.



Figure 7. Kern County, California

To build on the success of the CWPP, SWCA was requested by the Kern County Fire Department to prepare CEQA compliance documentation for the proposed Kern County Fuel Reduction Project, which consists of fuel reduction treatments over approximately 700 acres per year within State Responsibility Areas (SRAs), totaling approximately 1,188,387.83 acres of SRAs within the county. The purpose of the fuels reduction project was to conduct a combination of manual, mechanical, and prescribed burning treatments to reduce fuel loading to protect communities and assets from risks associated with wildfire and to provide emergency access points and staging areas for firefighters within the WUI in the SRA. SWCA prepared a PSA to evaluate whether the proposed project was within the scope of the CalVTP PEIR. SWCA also prepared an MMRP outlining the SPRs and mitigation measures included in the PEIR that were

applicable to the project and assisted the Kern County Fire Department with SPR-AD-7 compliance. The Kern County Fuel Reduction PSA is one of the first PSAs to be completed using the CalVTP PEIR tiering process.

**THREE RIVERS CWPP**

<b>Client:</b>	Three Rivers Fire Safe Council	<b>Location:</b>	Three Rivers, California 93271
<b>Reference:</b>	Steve and Elizabeth LaMar, Three Rivers Fire Safe Council Members	<b>Phone:</b>	(559) 561-4154
		<b>Email:</b>	<a href="mailto:3riversfsc@gmail.com">3riversfsc@gmail.com</a>
<b>Timeframe:</b>	September 2020–February 2021	<b>Link to CWPP:</b>	<a href="https://www.swca.com/sites/default/files/three_rivers_cwpp_final.pdf">https://www.swca.com/sites/default/files/three_rivers_cwpp_final.pdf</a>
		<b>Link to Story Map:</b>	<a href="https://storymaps.arcgis.com/stories/c6fc55d390dd48b8b9f89b9f90e6be32">https://storymaps.arcgis.com/stories/c6fc55d390dd48b8b9f89b9f90e6be32</a>



Figure 8. Three Rivers, Tulare County, California

SWCA developed a comprehensive, community-scale CWPP to address wildfire hazards that threaten residents and natural resources in and around the Three Rivers community. The project involved a detailed, GIS- and field-based wildfire risk and hazard assessment. Additionally, the CWPP prioritizes and identifies fuel reduction treatments and recommends the types and methods of treatments to protect at-risk communities and pertinent infrastructure.

SWCA worked in close cooperation with external stakeholders, such as Tulare County and the U.S. Forest Service (USFS), to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. Throughout the CWPP process, SWCA has been facilitating stakeholder and public meetings to solicit feedback on the planning process and to integrate the concerns of residents and land managers into the mitigation

recommendations. SWCA is also in the process of developing a detailed story map to heighten public engagement and facilitate accessibility of the plan.

CITY OF CORONA CWPP			
<b>Client:</b>	City of Corona	<b>Location:</b>	Corona, California 92878
<b>Reference:</b>	Cindi Schmitz, Fire Marshall	<b>Phone:</b>	(951) 738-2220
		<b>Email:</b>	<a href="mailto:cindi.schmitz@corona.gov">cindi.schmitz@corona.gov</a>
<b>Timeframe:</b>	March 2021–June 2022	<b>Link to CWPP:</b>	<a href="https://www.swca.com/sites/default/files/city_of_corona_cwpp_2021.pdf">https://www.swca.com/sites/default/files/city_of_corona_cwpp_2021.pdf</a>
		<b>Link to CWPP Video:</b>	<a href="https://www.youtube.com/watch?v=Vr81PKBtUW0">https://www.youtube.com/watch?v=Vr81PKBtUW0</a>
		<b>Link to Story Map:</b>	<a href="https://storymaps.arcgis.com/stories/a4f7b3dd5a064897a6b00de9cb83e2aa">https://storymaps.arcgis.com/stories/a4f7b3dd5a064897a6b00de9cb83e2aa</a>

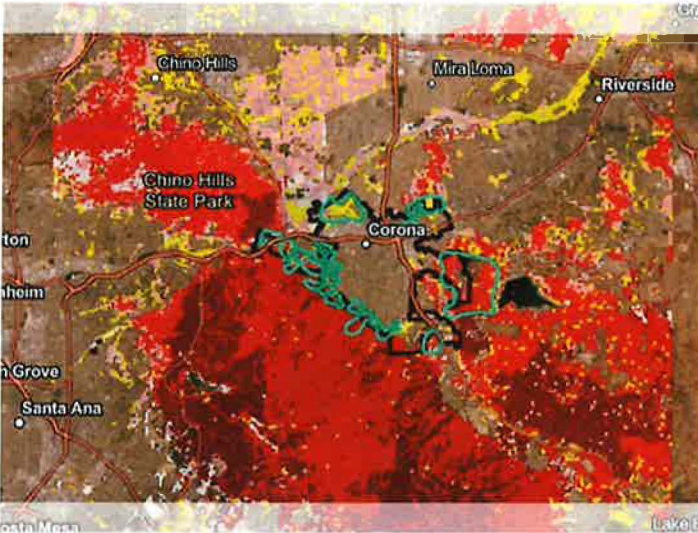


Figure 9. City of Corona risk assessment

SWCA developed a city-wide CWPP that incorporates risk and hazard assessments of WUI areas in and adjacent to the city of Corona. SWCA worked in close cooperation with external stakeholders, such as the USFS (Cleveland National Forest) and CAL FIRE, to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. SWCA facilitated stakeholder and public meetings to solicit feedback on the planning process and to integrate the concerns of local residents and land managers into the mitigation recommendations.

SWCA developed a detailed hub site and story map to heighten public engagement and facilitate accessibility of the plan. In addition, SWCA developed a robust project tracking application that enables the City of Corona to track fuel treatment projects, identify hurdles, and track accomplishments toward reducing wildfire risk on public and private land.

Issues addressed in the CWPP include fuel treatments, evacuation concerns, education about wildfire, easing access to wildfire information, investing in and supporting wildfire response, and managing wildfire to protect community values and meet resource management goals, among others. In 2021 a large fire burned near the community of Three Rivers (the KNP Complex Fire), forcing evacuations and threatening the community. SWCA has worked with fuels specialists to create the community’s risk assessment and bolster the post-fire information in the final CWPP.

### GOVERNMENT AGENCY PROJECT EXPERIENCE

SWCA has had the opportunity to develop CWPPs and other fire-related environmental documents for both government agencies and private institutions.

Table 2. SWCA CWPP and Fire-Related Experience within the Past 5 Years

PROJECT NAME AND TIMEFRAME	CLIENT / AGENCY
Whitebark Institute CWPPs, 2022–Present	The Whitebark Institute of Interdisciplinary Environmental Sciences
Truckee Fire Protection District CWPP, 2022–Present	Truckee Fire Protection District
Santa Clara County CWPP Update, 2022–Present	Santa Clara County Fire Safe Council
Valencia County CWPP Story Map, 2022–Present	County of Valencia

PROJECT NAME AND TIMEFRAME	CLIENT / AGENCY
Mesa County CWPP Update, 2022–Present	Mesa County
Grand County CWPP, 2022–Present	Grand County, Colorado
City of Temecula CWPP, 2022–Present	City of Temecula
Montrose County CWPP and Watershed Plan, 2022–Present	Montrose County
McKinney Wildfire Response Environmental Services, 2022–Present	PacifiCorp
Solano County CWPP, 2022–Present	Solano County
Three Rivers CWPP Story Map, 2021–Present	Three Rivers Fire Safe Council
Kern County CWPP, 2020–Present	Kern County Fire Department
Three Rivers CWPP, 2021–2022	Three Rivers Fire Safe Council
Union County CWPP, 2021–2022	Southern Five Regional Planning District and Development Commission
Bernalillo County CWPP Update, 2021–2022	Bernalillo County Fire
City of Corona CWPP, 2021–2022	City of Corona
Kenai Peninsula Borough CWPP, Alaska, 2020–2022	Kenai Peninsula Borough Purchasing and Contracting Department
Tulare County CWPP, 2020–2022	Tulare County Resource Conservation District
Martha's Vineyard Wildfire Protection Plan, 2021–2021	Martha's Vineyard Commission
Lake Wildwood CWPP Fire Modeling, 2020–2020	Under the Trees, Inc.
Raft River Electric Wildfire Protection Plan, 2020–2020	Raft River Rural Electric Cooperative Inc.
Garkane Energy Cooperative Wildland Fire Protection Plan, 2020–2020	Garkane Energy Cooperative, Inc.
Grant County CWPP Update, 2019–2020	Grant County, New Mexico
Santa Fe County CWPP Update, 2019–2020	Santa Fe County
Hardin County CWPP, Illinois 2019–2020	Southeastern Illinois Regional Planning and Development Commission
Ute Park Burned Area Emergency Response Plan, New Mexico, 2018–2019	New Mexico Department of Homeland Security and Emergency Management
Valencia County Community Wildfire Protection Plan Update, 2017–2018	County of Valencia
UT Parks Environmental Assessment for FMP, 2014–2018	National Park Service

### C. QUALIFICATIONS AND EXPERIENCE OF KEY TEAM MEMBERS

The SWCA-WFA-Whitebark key team members have been selected based on their knowledge and experience with fire planning, wildfire mitigation, community outreach, and environmental compliance. This CWPP will be led by [Project Manager Montiel Ayala](#), who will be supported by an assistant project manager, subject matter experts (SMEs), and fire planning and outreach specialists.

Resumes for all key team members are included as [Appendix A](#).



**Figure 10. SWCA team members Montiel Ayala and Victoria Amato, with Kristen Pfeiler facilitating a CWPP public meeting in 40 Acres, Inyo County. Photo Credit: Rick Kattelmann.**



**MONTIEL AYALA, M.S. | SWCA | PROJECT MANAGER**



Mr. Ayala has prepared 12 CWPPs across the United States, including eight in California, and has collaborated with CAL FIRE and land management agencies to establish project priorities and community objectives. He is currently working on the CWPPs for 40 Acres and Independence.

Montiel Ayala will serve as the Project Manager and will be the County's point of contact. He has over 3 years of experience in fire science, fire planning, and technical writing. He is a Biologist and Fire Planning Specialist with a varied academic and professional background in fire ecology, natural resources, hydrology, and geospatial analysis. Mr. Ayala has prepared 12 CWPPs across the United

States, and he regularly works with various stakeholders such as CAL FIRE, California Fire Safe Councils, USFS, BLM, National Park Service (NPS), California Department of Fish and Wildlife (CDFW), and local fire departments to determine CWPP objectives and priorities. His experience includes field operations in varied ecosystems across California and the use of remote sensing and GIS to study fire effects across the western United States. His graduate-level projects include field-based plant and wildlife surveys as well as pre- and post-fire change detection (Normalized Difference Vegetation Index [NDVI], Differenced Normalized Burn Ratio [dNBR], and land surface temperature) of recent California fires—the 2020 Bobcat Fire and 2021 Dixie Fire.

Mr. Ayala has substantial knowledge of California's fire regimes, ecoregions, and wildfire regulations. He has worked on various CWPPs across California, including the CWPPs for 40 Acres and Independence, the City of Corona, the community of Three Rivers, and Kern and Tulare Counties. He has also worked on CWPPs outside of California, including for the Kenai Peninsula Borough in Alaska, Union County in Illinois, Bernalillo County in New Mexico, and Dukes County in Massachusetts. Mr. Ayala is currently working on three California CWPPs, including two in Inyo County.

- ✓ **Responsibilities:** Project management, stakeholder coordination, developing the risk-hazard assessment, establishing project recommendations, lead field team member, and facilitating Core Team and public meetings
- ✓ **Licenses and Certifications:** Geographic Information Systems Certification

**VICTORIA AMATO, M.S. | SWCA | FIRE SUBJECT MATTER EXPERT**



Ms. Amato has over 15 years of fire experience and has developed over 45 CWPPs and FMPs for clients across the United States.

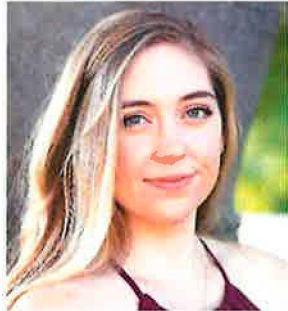
Victoria Amato will serve as a Fire SME. Ms. Amato is a Principal Fire Planner that has worked with SWCA on fire plans for over 15 years. While at SWCA, she has developed over 45 CWPPs and FMPs for clients in California, including the communities of 40 Acres and Independence in Inyo County, Santa Clara, Solano, Kern, and Tulare Counties; the Three Rivers Fire Safe Council; and the Cities of Corona, Wildwood, and Los Gatos, as well as clients in 25 other states.

Ms. Amato has extensive experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of CWPP risk assessments utilizing fire behavior modeling programs and on-the-ground assessments. She also routinely works with a variety of land management agencies across the United States, including the USFS, BLM, U.S. Fish and Wildlife Service (USFWS), U.S. Bureau of Reclamation, U.S. Bureau of Indian Affairs (BIA), and NPS, studying fuels

reduction treatments, forest stand structure, fire behavior, remote sensing classification, and monitoring of burned areas.

- ✓ **Responsibilities:** Data gathering oversight, modeling input, CWPP risk assessment review, project recommendations oversight, and document review
- ✓ **Licenses and Certifications:** Certified Type II Wildland Firefighter, New Mexico

**PARIS KRAUSE, M.S. | SWCA | ASSISTANT PROJECT MANAGER**



Ms. Krause has over 4 years of experience in forest ecology, including conducting fuel and forest structure research in conjunction with CAL FIRE. She has also worked with the USFS conducting forest ecology surveys.

Paris Krause will serve as the Assistant Project Manager. She is an ecologist with over 4 years of experience as a professional biologist and ecologist, and currently serves as a fire planner, field biologist, and technical report writer. Her professional background includes leading field data collection and data processing efforts for fire and forest ecology surveys via remote light detection and ranging (LiDAR) sensing and traditional forestry survey methods in California. Additionally, she was

the field crew lead for pre- and post-fire forest health and ecology surveys for vegetation and fuel structure characterization for the USFS in forested and chaparral ecosystems of the Cleveland, San Bernardino, Angeles, and Los Padres National Forests.

Ms. Krause's expertise includes fuel measurements, botany, forest ecology, and vegetation community mapping. She also has experience assisting CAL FIRE Incidents with GIS map production on the Monument Fire (2021) and Oak Fire (2022). She is currently acting as Assistant Project Manager on the Town of Truckee CWPP.

- ✓ **Responsibilities:** Project management support, administration, public outreach, and author the draft and final CWPP
- ✓ **Licenses and Certifications:** National Wildfire Coordinating Group (NWCG) GIS Specialist Intro Course

**LIA WEBB, B.S. | SWCA | LOCAL SUBJECT MATTER EXPERT AND FACILITATOR**



Ms. Webb is local to Inyo County and passionate about being involved in her community. She has over 20 years of experience facilitating complex environmental projects.

Lia Webb will serve as a Local SME and Facilitator. She has over 20 years of experience as an environmental scientist and landscape ecologist for government, non-profit, and private clients across the west. She supports SWCA's Great Basin and West Coast operations with unique expertise in facilitating large and small groups with public engagement, scientific approach to alternatives development, prioritization, and decision-making. She has assisted with grant funding, event planning, and community engagement for many of her projects, with a proven ability

to convene partnerships and work effectively with diverse groups in collaborative and cooperative roles. Ms. Webb has led and managed complex and controversial projects relating to forestry and fire, restoration, sensitive habitats and species, trails and recreation, transportation and infrastructure, and climate change.

Ms. Webb has strong integrity and credibility with the regulatory, environmental, and science communities on the state, regional, and local level. She has been based in the eastern Sierras for close to a decade and works with public agencies and non-profit groups to work towards consensus and positive project outcomes. She has engaged with an

array of eastern Sierra stakeholders, both professionally and on a community level, to address topics such as fire safety, climate change, trails and mobility, public access, equity, defensible space, forestry, restoration, and fisheries.

- ✓ **Responsibilities:** Meeting facilitation for the Core Team and public meetings and leading the field effort for the community hazard assessments
- ✓ **Licenses and Certifications:** Professional Wetland Scientist; Certified Professional Soil Scientist; Hazardous Waste Operations Emergency and Emergency Response

**LIZ HITZFELDER, M.A. GEO | GIS LEAD**



Ms. Hitzfelder has provided GIS services for several CWPPs in California, including the communities of 40 Acres, Independence, and Three Rivers and Kern and Tulare Counties.

Liz Hitzfelder will serve as the GIS Lead. Ms. Hitzfelder has over 5 years of experience as an Associate Project Geospatial Scientist, specializing in fire and vegetation management. She earned her Master of Applied Geography, focused on Geographic Information Science. She is proficient with IFTDSS, ArcGIS, ArcPro, ArcGIS Online, and other geospatial applications. She has used her expertise for CWPPs and fire projects by providing custom fuels and fire behavior modeling, risk assessment modeling, development of WUI community boundaries, highly valued

assets, ArcGIS story map production, and GIS analysis of data.

Ms. Hitzfelder has provided GIS services for the communities of 40 Acres and Independence within Inyo County. She has also provided services for several CWPPs in California, including the community of Three Rivers and Kern and Tulare Counties, and in other states, such as the Union County CWPP in Illinois and the Martha’s Vineyard CWPP in Massachusetts.

- ✓ **Responsibilities:** Managing geospatial data, analyzing data modeling fire behavior, developing base maps, and creating GIS layers

**CHRISTIAN TESTERMAN, B.S. | SWCA | FIRE PLANNER**



Mr. Testerman has worked on six CWPPs, including four in California for Santa Clara and Solano Counties and the communities of 40 Acres and Independence in Inyo County.

Christian Testerman will serve as a Fire Planner. He has over 2 years of experience working on ecological restoration and environmental planning projects, and his experience includes technical writing, scientific research, field data collection, public engagement, and project controls. He has an academic background in environmental science, ecology, and planning with specific training in GIS and restoration ecology.

Mr. Testerman has provided technical writing and research support on several CWPPs throughout the southwestern United States. Additionally, he has helped prepare grant proposals for programmatic forest and fuels management programs.

- ✓ **Responsibilities:** Document authorship and data gathering
- ✓ **Licenses and Certifications:** Certified Ecological Restoration Practitioner in Training; Society for Ecological Restoration

**TIM CLUTE, M.S. | SWCA | FIRE PLANNING SPECIALIST**



Mr. Clute has worked on over 10 CWPPs, completing tasks related to public outreach, technical writing, and field operations and leadership.

Tim Clute will serve as a Fire Planning Specialist. He is a biologist with over 6 years of experience working in the western United States. His experience includes scientific research, public outreach, project management, technical writing, field operations, and field leadership in the states of California, Colorado, Nevada, New Mexico, Washington, Utah, Idaho, Oregon, and Montana. He has substantial knowledge in western forest and rangeland ecology and is well versed in the fire ecology of various western U.S. ecosystems. Mr. Clute’s thesis focused on the

ecophysiology of common conifers growing in western Montana and sought to understand how different conifer species varied in their physiological adaptations to cope with drought and how changing precipitation patterns were reflected in the tree ring record. His work required collaboration with other academics, local forest managers, and researchers from the U.S. Geological Survey (USGS).

Mr. Clute has worked on CWPPs and other fire protection and vegetation management plans. He has worked on the CWPPs for the communities of 40 Acres, Independence, and Three Rivers and Kern and Tulare Counties in California, and he is currently working on the Bernalillo County CWPP in New Mexico.

- ✓ **Responsibilities:** Document authorship and data gathering

**RYAN SAGGESE, B.S. | SWCA | FIRE PLANNING SPECIALIST**



Mr. Saggese has assisted with Fuel Mitigation and Wildfire Management Plans, Climate Action Plans, General Plans, and Community Plans, and he previously worked with CAL FIRE evaluating forest health projects and utilizing data analysis tools.

Ryan Saggese will serve as a Fire Planning Specialist. He has over 1 year of experience, which has included analyzing data, assisting in the creation of community fire risk maps, establishing hazard reduction actions, and preparing and drafting technical documentation.

Mr. Saggese has experience providing research and technical writing for Fuel Mitigation and Wildfire Management Plans in counties such as

Monterey County in California. In addition, he has conducted carbon emissions analysis and wildfire modeling for fuel reduction projects in counties spanning the entire state of California.

- ✓ **Responsibilities:** Document authorship and data gathering

**RICHARD MCCREA, B.S. | WFA | WILDLAND FIRE SUBJECT MATTER EXPERT**



Mr. McCrea’s career spans over 32 years and is currently working on CWPPs for 40 Acres and Independence in Inyo County. His expertise is in forestry, fire, and wildland fire management.

Richard McCrea will serve as a Wildland Fire SME. He has over 32 years of experience. During his federal career, he started with the USFS in Montana as a forestry technician and a member of the Helena Hotshot Crew and then began working with the BIA as a forester and fire management officer. The last several years of his federal career, he worked as a national fire planner with the BIA at the National Interagency Fire Center.

Currently, Mr. McCrea works as a wildland fire management consultant, writing FMPs, conducting agency program reviews and wildfire incident reviews, and completing fire risk assessments. This contract work has been with the USFS, BIA, BLM, U.S. Bureau of Reclamation, NPS, Idaho Department of Lands, Oregon National Guard, Michigan Technical University, Mescalero Apache Tribe, and Tule Indian Tribe. In addition, Mr. McCrea is currently working on the 40 Acres and Independence CWPPs.

- ✓ **Responsibilities:** Document authorship, developing project recommendations, and QA/QC
- ✓ **Licenses and Certifications:** Qualified as a Fire Behavior Specialist; formerly qualified as a National Wildfire Coordinating Group Fire Behavior Analyst, Type 3 Incident Commander, Prescribed Fire Burn Boss, and Division Supervisor; member of the International Association of Wildland Fire (IAWF); volunteer on the IAWF Communications Committee

**RICK KATTELMANN, PHD. | WHITEBARK | LOCAL SUBJECT MATTER EXPERT**



Dr. Kattelmann is local to the Sierra Nevada and is currently working on the CWPPs for 40 Acres and Independence in Inyo County. His career spans over 40 years and includes authoring more than 100 technical papers and working with several universities and the USFS.

Dr. Rick Kattelmann will serve as a Local SME. He has over 40 years of experience, and provides some historical perspective with more than four decades of experience in natural resource issues in the Sierra Nevadas. He served two terms on the Mono County Planning Commission and was a founder of the Eastern Sierra Land Trust, the principal hydrologist for the Sierra Nevada

Ecosystem Project, and the sole or lead author of more than 100 scientific papers and reports. Roughly a tenth of his life has been in the mountains and highlands of Asia and the backcountry of the Sierra Nevadas.

Dr. Kattelmann’s areas of expertise include wildfire risk mitigation, wildfire science advisory, watershed management, and snow and mountain hydrology. He has provided research on projects for Colorado State University, University of California (UC), Santa Barbara, and UC Davis, and was a visiting instructor for the Department of Earth Resources at Colorado State University. He is currently managing the 40 Acres and Independence CWPPs, in which he’s leading the stakeholder and public engagement effort.

- ✓ **Responsibilities:** Hosting and facilitating public meetings, supporting public outreach, and document authorship
- ✓ **Licenses and Certifications:** Former Certified Professional Hydrologist; Author of more than 100 technical papers concerning hydrology and watershed management

**ERIN ELLIOTT, B.S. | WHITEBARK | PUBLIC EDUCATION AND OUTREACH SPECIALIST**



Ms. Elliot is an ecologist local to the Sierra Nevada and has previously worked for the BLM Bishop Field Office, Stanislaus Experimental Forest, and Great Basin Institute.

Erin Elliot will serve as Public Education and Outreach Specialist. She has over 10 years of experience as an ecologist and a background in botany, natural resource management, wildlife ecology, and recreation management. Other discipline areas include environmental compliance, recreation and land management, restoration, wetlands ecology, and wildlife biology.

Ms. Elliot is currently enrolled in a Rangeland and Fire Ecology Professional Development Program. She has performed

surveys on the Stanislaus Experimental Forest to determine the impacts of fire and variable density thinning treatments and controlled burns for the USFS. She has also performed fieldwork for the Great Basin Institute and was a former Park Ranger for the BLM. Ms. Elliot also has experience directing requisite environmental trainings, hosting management calls, and providing scheduling and coordination support to project managers.

- ✓ **Responsibilities:** Hosting and facilitating public meetings, supporting public outreach, and document authorship
- ✓ **Licenses and Certifications:** CPR, First Aid, AED Training and Certification; Riparian Management and Restoration; Rangeland Restoration Ecology; Basic Wetland Delineation Training; Wetland Training Institute, SCE Stations Conditions Training; Assessment, Inventory, and Monitoring (AIM) Terrestrial Field Methods; Proper Functioning Condition Assessment for Integrated Riparian Management; Identification of Grasses; Botany Training; Tortoise Handling Workshop

**HEIDI PORRAS, M.S. | WHITEBARK | PUBLIC EDUCATION AND OUTREACH SPECIALIST**



Ms. Porras is local to the Sierra Nevada. She is bilingual in English and Spanish and has over 18 years of experience leading environmental education courses for diverse audiences.

Heidi Porras will serve as Public Education and Outreach Specialist. She has 18 years of experience in marine resource management and education. She is a binational and bilingual conservation professional born in Mexico with extensive experience in outdoor environmental education. She has an academic background in marine resource management and has developed a deep knowledge of community dynamics and challenges. Ms. Porras looks for opportunities to engage the community in learning more about the

natural environment and ways to protect it. Her expertise includes collaborative marine, coastal and desert ecology, designing and implementing community initiatives, stakeholder engagement and outreach, experiential environmental education delivery, and risk management.

- ✓ **Responsibilities:** Hosting and facilitating public meetings, supporting public outreach, and document authorship
- ✓ **Licenses and Certifications:** Foundations for System Leadership & Awareness-Based Systems Change Workshop; Leadership Training Workshop; Fondo Noroeste AC; Quantum Learning Course for Teachers; PROBEA; Wilderness First Aid Responder Course and CPR; “Mexican Educator Kayak and Sailing module” and “Leave No Trace” NOLS

**D. SCHEDULE COMMITMENT**

SWCA anticipates utilizing existing data from the 40 Acres and Independence CWPPs and working with the County to deliver the final CWPP on an expedited schedule on April 15, 2024, which is earlier than the key deliverable dates identified in the Request for Proposals (RFP) (Table 3). Our project team’s availability and responsiveness are critical elements to consider when managing and delivering work on time and within budget, all while overlapping with each year’s fire season. We have dedicated staff for this project and have ensured, looking at forecasts, that our key team members identified herein will remain committed for the duration of the project. SWCA has a successful record of meeting document delivery deadlines and client schedule expectations, and our proposed staff all have the necessary capacity to support and expedite the County’s target schedule as indicated in Table 3. Should a key team member need to be replaced, whether due to an emergency situation or other unexpected circumstances, SWCA will consult with and obtain approval from the County to replace that team member.

**Table 3. Key Deliverable Dates Identified in the Request for Proposals**

KEY DELIVERABLE	DUE DATES IN RFP
Prepare and provide a draft version of the CWPP to the County for review	By or before 14 months from the contract start date (July 2024).
Prepare and provide a final CWPP to the County for approval	20 months from the contract start date (November 2024).

Note: For more details on the project Work Plan and Schedule, see [Pricing Information](#)

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# 4. PRICING INFORMATION



## A. WORK PLAN

### PROJECT UNDERSTANDING

After reviewing the RFP, our team has a clear understanding of the expectations of the county-wide CWPP. We understand the challenges that the County faces, such as the high proportion of public land with accompanying recreational use, decreasing forest and rangeland health, interspersed values and resources at risk in rural areas, sparsely populated areas, and the ever-increasing duration and intensity of each wildfire season that strains local resources and communities. We also understand the need to bring together and collaborate with the relevant stakeholders to analyze the priorities for risk reduction. Furthermore, several large fires have occurred in Inyo County since the last CWPP was completed, including the 2015 Round Fire (7,000 acres), 2018 Georges Fire (2,883 acres), 2019 Taboose Fire (10,296 acres), and 2022 Airport Fire (4,136 acres). These fires stress the risk that wildfires pose to the county and its communities and the need for an updated and tailored CWPP.



**Figure 11. SWCA and Whitebark facilitating a community walkthrough with CAL FIRE, the 40 Acres Fire Safe Council, and community residents in 40 Acres. Photo Credit: Rick Kattelmann.**

**Our team recognizes that communities within Inyo County vary from location to location**, including the surrounding wildland fire environment, population densities, accessibility, proximity to organized fire response, and surrounding land management agencies. We also note the convergent biological provinces (Sierra Nevada, Mojave Desert, and Great Basin), which create unique landscapes within the county and therefore distinct fire environments. In view of these distinct qualities, we understand the necessity for an updated CWPP that addresses the unique concerns of the County and its communities. Our approach will consist of field assessments and GIS analyses that will quantitatively and qualitatively evaluate the features of each area (e.g., wildland fuels, proximity to organized response, accessibility, construction materials, etc.), allowing us to provide specific recommendations with respect to fuel treatments, structural ignitability, and fire response.

The purpose of the CWPP is to provide stakeholders and those living in Inyo County with an overview of wildland fire risks, hazards, and values within the planning area; recommended actions to reduce the risk of catastrophic wildfire to rural communities; and an implementable action plan. Our team will work closely with Inyo County, local fire authorities, the BLM, the USFS, NPS, local tribes, CAL FIRE, the Los Angeles Department of Water and Power, Southern California Edison, and other Core Team members to develop a comprehensive CWPP that is tailored to Inyo County's particular needs and objectives. Local community engagement will ensure we develop this CWPP with broad public and stakeholder support. The CWPP will incorporate extensive scientific data analysis to support recommendations for mitigating fire risk and hazards to communities.

With that understanding, we will develop a CWPP update that will help develop Inyo County's long-term resiliency efforts. In addition, the CWPP update will serve as a source and a guide for accessing grant opportunities and funding aimed at reducing the risk of wildland fires. The CWPP update will also implement a process to quantify improvements in community resiliency over time and to track planned and completed mitigation projects and the success of community outreach. Our approach to supporting these needs will be to adhere to all minimum state standards throughout plan development and follow the recommendations for developing a CWPP provided by the Society of American Foresters, in collaboration with the National Association of Counties, National Association of State Foresters, Western Governors' Association, and Communities Committee, outlined in *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities*, available at <https://www.forestsandrangelands.gov/documents/resources/communities/cwpphandbook.pdf>.

We propose to use the guide's eight steps to ensure we align the Inyo County CWPP update with CWPP best practices.

The RFP contains an elaborate project schedule. Facilitating effective stakeholder and public engagement, gathering the necessary data, developing a comprehensive Risk-Hazard Assessment, and then compiling a useable deliverable requires adequate time for a reputable and experienced team to accurately complete. We believe we are the team to accept the challenge. As an employee-owned company, SWCA considers our proposed project budgets very carefully. Our goal is to provide the highest level of service to our clients, while also adhering to an honest budget that reflects the level of service required.

With that goal in mind, we have developed a series of cost-saving measures to complete all requested project elements within the budget available. These cost-saving measures are detailed below within each subsection. In addition, should the County deem necessary, the scoped items below can be renegotiated to better align with the County's needs and budget.

Anticipated hours and rates for key team members are included as Table 4.

## TASK 1: KICKOFF MEETING / CONVENE DECISION-MAKERS

### Kickoff Meeting

Our team will convene an initial kick-off conference call (virtual) with County representatives to discuss key topics of the project, such as identifying the CWPP goals and objectives, establishing communication protocols, determining initial project scheduling and deliverables, and identifying preliminary data needs that will facilitate the planning process. SWCA has a head start since we have a stakeholder list and datasets that were compiled during our work with the

40 Acres and Independence CWPPs. During the call, we will also work with the County to identify additional Core Team members. The Core Team will represent important agencies and stakeholder groups with an interest in wildfire prevention. These stakeholders are likely to span representatives from the Inyo County Office of Emergency Services, Inyo National Forest, local tribes, BLM Bishop Field Office, High Sierra Energy Foundation, Mono County Wildfire Mitigation representatives, NPS, CAL FIRE, Los Angeles Department of Power and Water, local fire authority, and other prominent wildfire planning entities in the region, such as representatives of neighboring Operational Areas. The Core Team will be responsible for reviewing fire behavior modeling results, developing recommendations for fire mitigation and risk reduction, and providing expert knowledge regarding fire risk and hazard within Inyo County and the WUI.

#### TASK 1 DESIGNATED PERSONNEL

*Montiel Ayala, Victoria Amato, Paris Krause, Lia Webb*

**Project Manager Montiel Ayala** will work in collaboration with Inyo County to engage the Core Team in the planning process. SWCA will be serving as the main point of contact and facilitating the process throughout. SWCA will provide meeting minutes to all participants within 4 business days of each meeting. Mr. Ayala will supervise our team members and be the main point of contact for the County and the Core Team.

### Assumptions

- There will be a virtual kick-off call.

### Task 1 Deliverables

- ✓ Meeting agendas, minutes, and action item tables for Kick-off Meeting

### Cost-Saving Measures

- ✓ SWCA has an existing list of stakeholders in Inyo County to streamline Core Team establishment
- ✓ SWCA has a data library of Inyo County datasets that will reduce the time needed for compiling data

## TASK 2: INVOLVE STATE, LOCAL, AND FEDERAL AGENCIES

### Core Team Meetings

SWCA will conduct Core Team meetings, which will begin within the first month after receiving the notice to proceed, using virtual platforms to accomplish the highest attendance, provide the most flexibility in schedules, and reduce costs. SWCA has budgeted for travel to Inyo County to carry out on-the-ground hazard assessments and public outreach during the summer of 2023. If preferred by the County, SWCA will convene the second Core Team meeting in person to align

with that mobilization of our team. In our experience, the first and last Core Team meetings can be held virtually and still be highly effective using tools we have developed in the Zoom platform. The second Core Team meeting is best held in person to provide for interaction with map products and facilitate more collaborative planning by stakeholders. Our team is completely open to discussion with the County regarding meeting formats and schedule; we propose this

#### TASK 2 DESIGNATED PERSONNEL

*Montiel Ayala, Victoria Amato, Paris Krause, Lia Webb*

approach as it has proven to be a very efficient and effective way to approach the planning process and aid in constraining travel costs, while resulting in the same high-quality product.

Our team will facilitate up to three Core Team meetings lasting approximately 2 to 4 hours each. During the first Core Team meeting, our team will facilitate an overview of the CWPP process, identify and establish Core Team expectations, identify goals and objectives of the CWPP, discuss the project schedule, and begin to document and discuss community hazards to include with the findings associated with on-site NFPA 1144 assessments and the risk assessment. The second meeting will be convened to collaboratively develop risk reduction recommendations. The third meeting will be convened so that all parties can review and provide input on the draft CWPP deliverables. Coordination beyond the meetings noted above will be facilitated as needed using virtual platforms.

Our team will facilitate all Core Team meetings to guide the planning process and build consensus among members. We have identified locally based SWCA team member Lia Webb to facilitate meetings with the Core Team and public. She brings over 20 years of facilitation experience and a plethora of knowledge of eastern Sierra fire management and wildfire preparedness. We will develop agendas for Core Team meetings that outline each component of the CWPP and clearly identify action items. A record of minutes will be made of all Core Team meetings and will be distributed to all participants within 4 business days of each meeting. Project Manager Mr. Ayala will act as point of contact for, and liaison between, Core Team members and federal agencies as required. Our team understands the demanding schedule of fire department staff; therefore, we are willing to host an additional virtual meeting after hours to meet with fire department staff and allow opportunities for them to aid in project recommendation development.

### Assumptions

- There will be one in-person and two virtual Core Team meetings.

### Task 2 Deliverables

- ✓ Meeting minutes, agendas, and action item tables for Core Team Meeting

## TASK 3: PUBLIC ENGAGEMENT

### Outreach

SWCA will work with the County and Core Team to develop a comprehensive outreach plan. SWCA will work with our teaming partner, Whitebark, to bring local subject matter expertise to this effort. Our approach includes various methods of engaging and educating residents and stakeholders, incorporating feedback into planning in a timely manner. Having conducted public outreach for the 40 Acres and Independence CWPPs, SWCA knows how to reach rural residents through unique avenues, for instance, leveraging the networks of existing Fire Safe Councils to rally interest and foster community participation. The CWPP update will also position the County to continue community and stakeholder outreach past CWPP completion as fuels projects continue.

### TASK 3 DESIGNATED PERSONNEL

*Montiel Ayala, Paris Krause, Lia Webb, Rick Kattelmann, Heidi Porras, Erin Elliot*

SWCA will develop project information, marketing, and outreach materials to engage the community and stakeholders and to promote public awareness of the project. These materials include draft posts and announcements for use in print (e.g., mailers, press release, doorhangers), on social media (e.g., Facebook, Twitter), or on agency websites (e.g., Inyo County or Inyo Fire authority websites). Some of these materials will be references from CAL FIRE and Firewise USA, which SWCA will help centralize and make readily available for homeowners. SWCA will provide draft electronic versions of all materials for County review and publication. Communities are often engaged through social media applications, including grassroots Facebook pages and the Nextdoor app; SWCA can leverage this avenue through items like an online survey for gauging a community's perception of wildfire preparedness.

SWCA can also build an **ArcGIS story map** (optional task) that features interactive maps with narrative text and other multimedia content; this can be standalone or a direct link within an existing County website page. The story map can be implemented as a platform for collaborative efforts with the County, the Core Team, stakeholders, and the public; allow for local residents' input through a community survey and other interactive media options; and provide interactive information to stakeholders and constituents about project status development and project accomplishments. The final story map deliverable can house the final CWPP, facilitating easy and timely future updates of a living CWPP document, as well as making the document readily accessible to the public. The story map provides the ability to host a project-tracking system, which is designed to provide real-time updates, measurable progress, and the ability for multi-agency coordination and collaboration well after the completion of the CWPP document. Story map development would be continuous throughout the project life to incorporate completed sections and allow for community outreach (survey) if desired. Draft sections and the final story map would be presented for Core Team review before production. SWCA recommends creating the story map in the County's ArcGIS Online (AGOL) account to facilitate transfer upon project completion. CWPP story maps align with the intent of the Cohesive Strategy and Healthy Forests Restoration Act in that they bring the community closer to the planning effort, inspire and guide actions across stakeholder groups, and build ownership in the plan.

Our team recommends holding one or two public meetings or community outreach events lasting 2 to 3 hours, to be scheduled and conducted in-person, or using a virtual platform if determined by the County with consideration to COVID-19 pandemic restrictions. The public outreach schedule and location would be discussed with the County and the Core Team but would be used to gather initial input or comments on the CWPP and could include public education on wildfire prevention and preparedness topics. Hosting the public outreach event(s) as part of a larger planned Inyo County event can capture a wider audience instead of holding standalone meetings with lower attendance. Due to population distribution and SWCA's familiarity with the County (we have conducted events in Bishop, 40 Acres, and Independence), we propose to conduct public events in Bishop and southern Inyo County. However, we will work with the County to collaboratively determine a sound approach that best meets the needs of the County and its residents.

Should the outreach be in a virtual setting, SWCA has extensive experience developing virtual public meetings, webinars, or other online events that can provide for effective interaction with the community and stakeholders.

### Assumptions

- The County will support public outreach and disseminate marketing materials provided by SWCA.
- There will be up to two public outreach events, hosted in-person, or virtually, at the discretion of the County.
- All deliverables will be in electronic format except the outreach event(s) materials for public events.

### Task 2 Deliverables

- ✓ Event materials, coordination of public review process, including developing up to two press releases for the CWPP and social media posts to help promote public events and the 2-week public review and comment period for draft document

## TASK 4: ESTABLISH COMMUNITY BASE MAPS

### Gather and Analyze Data

SWCA, through its work on the 40 Acres and Independence CWPPs, has obtained many pertinent Inyo County datasets and has established County contacts should any of the datasets require updates or replacement. In addition, we have collected substantial amounts of data at the community level for several communities, including Independence, Fort Independence, Seven Pines, Oak

### TASK 4 DESIGNATED PERSONNEL

Montiel Ayala, Liz Hitzfelder, Ryan Saggese

Creek, Mt. Whitney Fish Hatchery, and 40 Acres. Our existing data library for Inyo County will streamline the data collection process and will result in increased efficiency and reduced costs. Still, we will work with the County to ensure that data and information on topics such as local fire history, previous and planned fuels management treatments, baseline vegetation and fuels data, community and residential areas (WUI interface and intermix), sensitive environmental resource areas, highly valued resources and assets, resource response capacity, policies, and management approaches are the most recent.

SWCA will review the existing Inyo County CWPP and identify any data gaps, in order to ensure the CWPP update is consistent with existing and new plans and documents and facilitate incorporation of analysis outputs in prioritized recommendations and maps. Our team will discuss with the County the possible incorporation of potential operational delineations (PODs), strategically placed landscape treatments (SPLATS), firesheds, or other strategic operational delineations and assessment levels for a comprehensive cross-boundary approach to wildfire and fuels management. SWCA will use our SharePoint software to facilitate and streamline sharing of documents.

**Create Community Base Maps**

As stated above, SWCA has a data library of many relevant Inyo County datasets and has collected considerable amounts of data from several communities, which will allow for a streamlined and cost-effective data gathering phase. Our team will work with the CWPP Core Team to review all gathered relevant data and information and data to understand existing baseline conditions throughout the project area and WUI and identify data gaps. We will use a combination of Esri software, Microsoft Office Suite applications, and simple JPEG imagery to ensure that relevant staff can edit all data and products. If the communities have specific recommendations for additional tools, those may be incorporated into our process. We will use our SharePoint software to facilitate easy file transfer between the SWCA-WFA-Whitebark team and the Core Team.

Working collaboratively with the Core Team, our team will develop community base maps tailored to Inyo County for the CWPP. The maps will present information that includes, but is not limited to, high wildfire risk areas, inhabited areas at elevated fire risk, high-value assets in need of protection from wildfires, land ownership boundaries, community WUI areas at risk, unincorporated areas at risk, ingress and egress routes, fire history and previous fuel treatments, highly valued resources and assets, critical infrastructure (roads, emergency response facilities, water supply, schools, communication towers, airports, power lines, etc.), fire history, previous fuels treatments, and locations of major water sources and suppression resources. SWCA will work with the Core Team to delineate a WUI map that will be accompanied by a description and narrative of communities at risk.

**Assumptions**

- Timeframes and deadlines are dependent on the timely transfer of documents, data, and GIS files. All requests will be filled within 2 weeks of request. Data received outside of this timeframe may trigger budget and/or schedule changes.
- Data provided to SWCA during the project will not change once they are received. In the event of a fire occurring during the project period, SWCA and the County will consult and agree upon any necessary changes to the deliverables, scope, and budget, as needed. If changes to the deliverables as a result of the fire are necessary and desired, a scope and budget for the work will be prepared by SWCA at that time.
- WUI delineations and the CWPP landscape will not change after they have been approved by the County and the Core Team.

**Task 4 Deliverables**

- ✓ Community base maps

**Cost-Saving Measures**

- ✓ SWCA has GIS data and relevant wildfire mitigation planning documents (e.g., 2017 Hazard Mitigation Plan, 2009 CWPP) for Inyo County, as well as information and data for several communities, which will reduce the level of effort required for the data gathering phase.

**TASK 5: DEVELOP A COMMUNITY RISK ASSESSMENT**

SWCA, through our work on the 40 Acres and Independence CWPPs, has produced community risk assessments for large portions of Inyo County and has worked with federal agency fuels specialists to calibrate fuels based on known fire behavior conditions. Therefore, SWCA is intricately familiar with datasets and on-the-ground conditions of the fuels in the region. Our previous experience with fuels datasets and field conditions as well as executing risk assessments in the region position us to execute this task effectively and efficiently.

**TASK 5 DESIGNATED PERSONNEL**

*Montiel Ayala, Lia Webb, Victoria Amato, Liz Hitzfelder, Rich McCrea*

A significant component of the Inyo County CWPP update is the development of a community risk assessment. Our team will work with the Core Team to ensure that existing datasets are the most recent, and we will compile additional information related to wildfire risk and hazard to develop a written and graphical community risk assessment for the project area. This process will involve identifying and assigning risk categories (e.g., extreme, high, medium, low) to communities and neighborhoods based on the risk assessment, community input, and on-the-ground assessments. The data that will be used for this task includes existing information regarding fuel hazards; risk of wildfire occurrence and specific threats resulting from common ignition sources like roads, recreational activities, energy infrastructure, and lightning strikes; homes, businesses, and essential infrastructure at risk; other community values at risk; local preparedness and firefighting capability; fire history data; and any other related information available to evaluate hazardous conditions.

**Fire Risk and Fire Potential**

**Fuel and Topographic Conditions**

Baseline fuels data will be obtained from the most recent national LANDFIRE database and will consist of a fuel raster (the 40 Scott and Burgan Fire Behavior Fuel Model), several canopy cover rasters, a digital elevation model raster, an aspect raster, and a slope raster. Our team has previously worked with local fuels specialists to calibrate Scott and Burgan fuel models and will gather additional input from stakeholders that were not present on the 40 Acres and Independence Core Team to ensure that there is consensus among all Core Team members.

We will use preliminary community base maps, existing fuels data, agency FMPs, and local knowledge to develop comprehensive maps that define hazard areas, WUIs, fuel inventories, and potential fire behavior characteristics for Inyo County. These data will be used, in collaboration with the Core Team, to inform the development of fuel mitigation strategies. The fuels data will be ground-truthed by our fuels specialists during our team mobilization to the area.

**Historic Weather Data**

Fire behavior is also governed largely by wind and weather patterns. Through previous work in the region, SWCA has created initial fuel moisture American Standard Code for Information Interchange (ASCII) text files by using historic weather and wind data from Local Remote Automated Weather Stations. These weather files will be used in conjunction with the fire/weather program FireFamilyPlus to differentiate hazard areas by the prevalence of prominent wind direction.

**Model Outputs**

Accurate assessment of potential fire behavior will be achieved through the use of fire behavior models housed within IFTDSS (e.g., BehavePlus, FARSITE, and FlamMap) that help determine the magnitude of fire behavior parameters—flame length, rate of spread, and fireline intensity—across the landscape. These models use existing fuels data combined with local topographic models to determine fire behavior. SWCA has previously worked with local fuels specialists to ensure that fire behavior models are representative of current conditions. Prior to finalizing the models, the Core Team will be encouraged to review model outputs to ensure consensus among the Core Team.

**Wildfire Ignition History Illustrated by Spatial Data**

SWCA has already determined common ignition sources and relative frequency of wildfires within and around several Inyo County communities. SWCA will utilize our ignition source and frequency of wildfires datasets to streamline the same process at a county level. In addition, we will use existing fire history information (gathered from agency sources, the Monitoring Trends in Burn Severity database, CAL FIRE’s Fire and Resource Assessment Program, and data housed within IFTDSS) and local knowledge to ensure that the dataset is up to date. Our team will produce a base map containing fire occurrence frequency for review by the Core Team. The fire modeling procedure discussed above will be coupled with the historical fire frequency data and separate risk assessment information to produce the composite assessment that rates the landscapes for Inyo County as extreme, high, medium, or low risk of wildfire.

**Community Risk Assessment**

**Risks to People, Property, and Infrastructure**

In addition to the many modeling tools available to us, our team will also carry out a thorough on-the-ground assessment of fire hazard using the 2018 NFPA 1144 Standards for Reducing Structure Ignition Hazards from Wildland Fire. This field survey will evaluate various factors related to wildfire risk, including construction materials, defensible space, fuels, proximity to organized fire response, ingress and egress routes, and topography. Our team has already completed field hazard assessments for a large portion of the WUI in Inyo County, which will allow us to expedite the field hazard assessments. We expect that the on-the-ground assessments will be completed in 3 or 4 days. Our team uses a digital form (Figure 12) and web application using Survey123 and Esri Field Maps to survey, capture, and document wildfire hazards across the planning area.

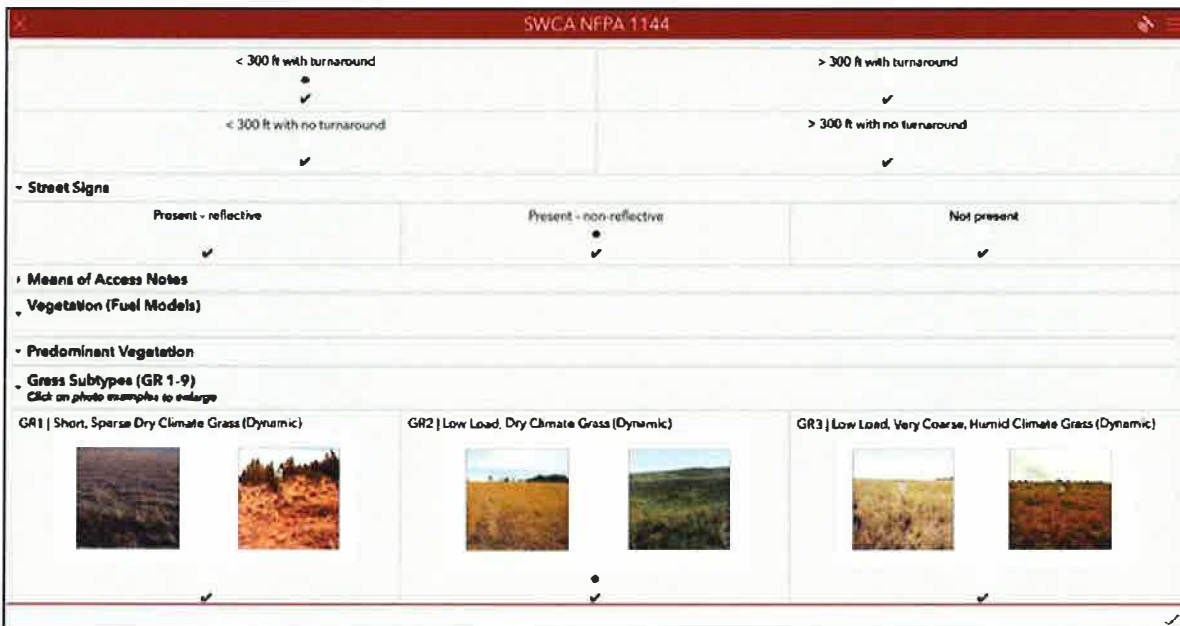


Figure 12. Survey123 digital form used in the field to survey, capture, and document wildfire hazards



Using the information from these on-the-ground assessments, our team will develop, through collaboration with the Core Team, a comprehensive list of mitigation strategies and treatments for reducing structural ignitability in the home ignition zone and around essential infrastructure and community values at risk that tie into California Public Resource Code Section 4291.

### **Risk to Natural Resources**

Our team will encourage community involvement through the public outreach process to develop a list of community values at risk within or adjacent to the WUI within Inyo County, including natural resources, critical wildlife habitat, watersheds, and environmentally sensitive areas that will be prioritized when formulating treatment recommendations. Having worked with several communities in Inyo County, SWCA has developed a good understanding of natural values at risk within communities and the region.

### **Risk to Economic Resources**

While gathering data on community values at risk, SWCA will identify and document economic and cultural resources that are valued by the communities and vulnerable to wildfire impacts. This information may include cultural and historic sites, recreation sites, critical infrastructure, and commercial and residential properties in the WUI. Having worked with several communities in Inyo County, SWCA has developed a good understanding of economic resources at risk within communities and the region.

### **Firefighting Capability and Wildfire Readiness**

The CWPP will include an analysis of existing firefighting capability and Inyo County's current preparedness to respond to wildfire. We will provide recommendations for improving organizational firefighting capability and wildfire readiness through development of the CWPP update recommendations. Having worked with state and local firefighting personnel in Inyo County, SWCA has established relationships with fire departments serving the communities within the County. In addition, we have also compiled fire department resource information for local and state fire departments.

Our team will work with members of the Core Team and local firefighting personnel to provide expert local direction on the County's capability to fight wildfire throughout all communities. We will evaluate the location of firefighting equipment and personnel, access roads, and evacuation routes, as well as water availability for fire suppression needs, to assess which areas are particularly vulnerable and require solutions and priorities for action. The final CWPP update will support future funding efforts for firefighting operations in Inyo County.

### **Integration with Existing Planning**

The CWPP update will be designed to complement existing emergency management planning and federal and state fire management planning by providing a detailed overview of federal, state, and local fire management within the project area and bordering landscapes. As proposed in Task 4, SWCA and the Core Team will ensure that the CWPP update integrates with all existing fire management planning and hazard mitigation legislation to ensure consistency in approach, prevention of duplication of efforts, and alignment with mutual aid/reciprocal response agreements and planning in adjacent counties. SWCA carries out similar analyses for all CWPPs and FMPs since collaboration is critical to fire management planning and response.

SWCA is in the final stages of the CWPP process for 40 Acres and Independence, and we will integrate these plans into the Inyo County CWPP update once they are finalized. Through our work in these communities, we have established relationships with many of the regions stakeholders and have established risk assessment protocols that will build consistency at the County level.

**Assumptions**

- Up to 4 field days will be allotted to two personnel to complete field assessments, weather permitting.
- The risk assessment will be revised twice.
- Data will be provided in a timely manner (see Task 4 assumptions) from the County.
- Timeframes and deadlines are dependent on the timely transfer of documents, data, and GIS files. All data requests will be filled within 2 weeks of request. Data received outside of this timeframe may trigger budget and/or schedule changes.
- No major changes requiring additional data collection, analysis, or re-analysis will be performed after the community hazard and risk assessment has been completed.

**Task 5 Deliverables**

- ✓ Community assessment summaries that detail findings from field assessment, community values at risk, and firefighting capabilities

**Cost-Saving Measures**

- ✓ SWCA has recently (fall 2022) completed detailed community risk assessments for Independence, Fort Independence, Seven Pines, Oak Creek, Mt. Whitney Fish Hatchery, and 40 Acres and will integrate those into the Inyo County CWPP update to reduce the level of effort required for Task 5.

**TASK 6: ESTABLISH COMMUNITY PRIORITIES AND RECOMMENDATIONS**

***Development of Priorities and Recommendations***

The tasks above will be used to facilitate a collaborative discussion amongst the Core Team and other stakeholders to identify local priorities for mitigation strategies, which we propose be structured (along with the CWPP update) to align with the Cohesive Strategy to facilitate increased integration with national fire policy and funding. The CWPP update can be structured with the three main goals of the Cohesive Strategy in the following way:

**TASK 6 DESIGNATED PERSONNEL**

*Montiel Ayala, Lia Webb, Victoria Amato, Rich McCre*

1. **Resilient Landscapes:** The CWPP update will focus on recommendations for fuel treatments and watershed protection throughout Inyo County, including the protection of the surrounding sagebrush desert landscapes, administered by the BLM and National Forest. Recommendations for hazardous fuel treatments will include types and methods of treatment on federal and non-federal land to protect communities and infrastructure.
2. **Fire-Adapted Communities:** The CWPP update will focus on recommendations for actions to prevent structural ignitability (e.g., defensible space) and provide public education and outreach.
3. **Safe and Effective Wildfire Response:** The CWPP update will focus on recommendations for actions that address firefighting capability and wildfire readiness in Inyo County.

In addition to tiering the CWPP update recommendations to the three main goals identified above, SWCA will also develop CWPP content to address post-fire recovery and rehabilitation measures. With this structure, the CWPP update will effectively address applicable federal and state requirements and legislation, a community risk assessment, the establishment of community hazard reduction priorities and projects, and an Action Plan.

Recommendations will provide measures to protect essential infrastructure and community values and assets at risk. Finally, our team will ensure that the recommendations and entirety of the CWPP update integrate with all existing fire management and hazard mitigation planning with assistance from the Core Team.

In fall 2022, our team established detailed community priorities and recommendations for Independence, Fort Independence, Seven Pines, Oak Creek, Mt. Whitney Fish Hatchery, and 40 Acres, which will allow us to reduce the effort required for this phase.

**Fuels Treatments Prioritization**

SWCA will collaboratively discuss the identification of local priorities for recommended fuels projects. SWCA will solicit input from the Core Team and the public, compiling comments and concerns to help identify and prioritize these recommendations. Treatment locations will be prioritized based on the wildfire risk to communities and essential infrastructure, as well as consideration of existing fuel conditions and historic fire and weather patterns. Recommendations for wildfire mitigation will not only be based on existing conditions but will also address potential future conditions through incorporating data on insects and disease and by incorporating input from local agency specialists. Various mechanical and prescribed fire hazardous fuels treatments will be discussed and evaluated based on their effectiveness for each vegetation type and for each land ownership type present. Additionally, when determining field treatment procedures, it is important to incorporate practices that are already being implemented on federal, Tribal, state, and private lands. Incorporating these practices will ensure successful integration of the CWPP update with pre-existing plans and remove potential for future management conflicts or misunderstandings.

**Task 6 Deliverables**

- ✓ Recommendations matrices

**Cost-Saving Measures**

- ✓ SWCA recently (fall 2022) established detailed community priorities and recommendations for Independence, Fort Independence, Seven Pines, Oak Creek, Mt. Whitney Fish Hatchery, and 40 Acres and will integrate those into the Inyo County CWPP update to reduce the level of effort required for Task 6.

**TASK 7: DEVELOP AN ACTION PLAN AND ASSESSMENT STRATEGY**

For many years, SWCA has used a matrix format for our CWPP project recommendations (Task 6). These matrices function as action plans that can be used by our clients to pursue project implementation and gain funding. These matrices will follow the goals of the Cohesive Strategy. The County will benefit from alignment with the Cohesive Strategy and integration with fire policy at the federal, state, and regional levels. Benefits include ease of funding procurement and smoother collaboration between stakeholders. The recommendation matrices include project descriptions, priorities, methodology and approach, timelines for implementation, potential funding sources, and agency and stakeholder contacts. Proposed projects will address protection of life and property and build wildfire resilience to reduce impacts to natural, cultural, and historic resources. These matrices will be tailored to each community to address the inherent differences in the hazards and risks that each face.

**TASK 7 DESIGNATED PERSONNEL**

*Montiel Ayala, Ryan Saggese, Christian Testerman, Tim Clute, Rich McCrea, Rick Kattelmann*

The CWPP update will include information on project monitoring, which will assist local land managers in determining the effectiveness of the CWPP update and implemented projects. Monitoring protocols, including monitoring schedules, will be outlined for various project types, from fuels projects to public outreach and engagement. The monitoring plan will help identify triggers for CWPP updates and will complement the CWPP update process by informing the Core Team of successes and failures, as well as any barriers to successful mitigation that need to be overcome.

**Draft CWPP and Review**

The tasks above will be used during the development of the draft Inyo County CWPP update. After an introduction to relevant background information and the wildland fire environment, risk assessment results will be included in both

spatial format (using maps denoting gradation of wildfire risk) and narrative discussion, outlining both positive and negative attributes of Inyo County's structure and setting that impact the overall risk rating. Following the risk assessment, the draft will include the recommendation matrices and several appendices. One of these appendices will be a homeowner's guide that will include actions that homeowners can take to not only prepare before a wildfire, but also during and after a wildfire.

SWCA will prepare the draft revised Inyo County CWPP update to submit to the Core Team for review and comment by January 15, 2024. As aforementioned, the draft CWPP update will incorporate priorities and recommendations for Inyo County. The draft will be submitted electronically to the Core Team using SWCA's SharePoint site. This will facilitate review and comment by Core Team members concurrently. Our team will facilitate a Core Team meeting (Core Team Meeting No. 3) to gather feedback on the draft CWPP update and discuss revisions.

The public will be invited to provide written comments on the draft CWPP update document during a public review period.

**Task 7 Deliverables**

- ✓ The draft CWPP update delivered for review by January 2024 (assuming an expedited schedule).

**TASK 8. FINALIZE THE COMMUNITY WILDFIRE PROTECTION PLAN**

Following draft reviews and revisions, our team will deliver the final revised Inyo County CWPP update to the Core Team before the project end date, April 15, 2024. Upon completion of the press-ready CWPP update, our team will produce up to 10 full-color, bound, hard copies of the Final Inyo County CWPP update, as well as full electronic copies in both PDF and Microsoft Word formats. In addition, SWCA will provide all electronic files shared through our SharePoint site, including all maps in PDF and Esri geodatabase or shapefile formats. SWCA will coordinate with all required agencies for written plan approvals prior to the adoption of the CWPP update by the Inyo County Board of Supervisors.

**TASK 8 DESIGNATED PERSONNEL**

*Montiel Ayala, Ryan Saggese, Christian Testerman, Tim Clute, Rich McCrea, Rick Kattelmann*

**Assumptions**

- No delay in contract start date (e.g., a notice to proceed in late February or early March 2023).

**Task 8 Deliverables**

- ✓ The final approved CWPP update via email.
- ✓ Ten bound printed copies of the final approved CWPP update.

**TASK 9: PROJECT MANAGEMENT**

SWCA will work with the County to guide the planning process and build consensus among team members. We will develop agendas for meetings, prepare progress reports, communicate any issues, clearly identify action items, and ensure the CWPP update is delivered within schedule and budget. Project Manager Mr. Ayala will act as point of contact for the County and the project team. Our team stresses regular communication (email, calls) with the County in between meetings to anticipate and thus avoid any potential setbacks or issues. SWCA will utilize its project controls team and project management methods (see [Project Controls](#) section of this proposal).

**TASK 9 DESIGNATED PERSONNEL**

*Montiel Ayala, Paris Krause*

**Task 9 Deliverables**

- ✓ A CWPP update produced on schedule, within budget, and with excellent transparency and communication.
- ✓ Progress reports.

**OPTIONAL TASK: DEVELOP THE ARCGIS HUB AND STORY MAP**

SWCA has been promoting hub sites and story maps for CWPPs for many of our clients around the country. As an **optional task**, our team could develop a hub site (similar to a website) and story map that will create a highly functional, easy-to-use interface to tell the story of place and people's values in a way that illustrates data-rich, science-based information. An example of a story map SWCA created for Three Rivers Fire Safe Council CWPP can be found here:

<https://three-rivers-cwpp-tularecounty.hub.arcgis.com>.

**ARCGIS STORY MAP  
DESIGNATED PERSONNEL**

*Victoria Amato, Montiel Ayala,  
Liz Hitzfelder*

The hub site forms the landing page for the project and provides links to the story map and other important content (e.g., public meeting announcements and the community survey). The story map serves as a place where residents can access project recommendations, interact with baseline mapping and risk assessment information, and seek mitigation measures they can take in and around their properties. The story map will be designed to be accessible and easily navigable by the public.

The hub and story map can be used as primary tools for engagement of the Core Team and the public during the ongoing COVID-19 pandemic. For example, the story map can be implemented as a platform for collaborative efforts in the event Core Team meetings must be held virtually and can also provide interactive information to stakeholders and constituents about the development of the 40 Acres and Independence CWPP. The hub is an excellent platform to notify the public about opportunities for involvement and comment submittal. The story map can host the digital copy of the CWPP document for review and house a comment submittal form during public review. Furthermore, links to the hub and story map can be shared on community and agency websites to maximize circulation. The final story map deliverable will house the fully executed final CWPP update and will be delivered following completion of the CWPP update project.

The story map provides the ability to host a project tracking system, which is designed to provide real-time updates and the ability for multi-agency coordination and collaboration well after the completion of the CWPP update project. The tracking system is available for internal use and has the potential to operate with the following features:

- Project database
- Project entries and subentries into the database
- Funding tracking
- Milestone and goal tracking
- Project constraint/opportunity tracking
- Project progress tracking
- Agency delegation
- Images or other files attached to project records
- Spatially delineated project locations/working areas

Externally, the project tracker holds the ability to display statistics to the public on a dashboard, such as acres treated, dollars spent, or number of meetings held.

Should the County choose the story map option, our team will work with the County to determine the appropriate hosting arrangements for the platform. SWCA can host the story map in perpetuity on our AGOL account for a small retainer (not included in budget estimate below). If this is not an attainable endeavor currently due to budget constraints, the County could consider developing a story map at a later time to build upon this CWPP effort.

## B. ANTICIPATED HOURS AND RATES OF KEY TEAM MEMBERS

**Table 4. Number of anticipated hours and rate of the project manager and key team members per year.**

PROJECT MANAGER AND KEY TEAM MEMBERS	FIRM	ESTIMATED HOURS	2023 RATE	2024 RATE
Montiel Ayala, M.S.   Project Manager	SWCA	249	\$130	\$134
Victoria Amato, M.S.   Fire Subject Matter Expert	SWCA	41	\$161	\$166
Paris Krause, M.S.   Assistant Project Manager	SWCA	74	\$130	\$134
Lia Webb, B.S.   Local Subject Matter Expert and Facilitator	SWCA	86	\$150	\$155
Liz Hitzfelder, M.A. GEO   GIS and Fire Modeling Specialist	SWCA	158	\$117	\$121
Christian Testerman, B.S.   Fire Planner	SWCA	74	\$85	\$88
Tim Clute, M.S.   Fire Planning Specialist	SWCA	86	\$97	\$100
Ryan Saggesse, B.S.   Fire Planning Specialist	SWCA	193	\$107	\$111
Richard McCrea, B.S.   Wildland Fire Subject Matter Expert	WFA	40	\$135	\$135
Rick Kattelman, PhD.   Wildfire Risk Mitigation Specialist	Whitebark	48	\$80	\$88
Erin Elliot, B.S.   Botanist and Environmental Scientist	Whitebark	16	\$80	\$88
Heidi Porras, M.S.   Public Education and Outreach Specialist	Whitebark	16	\$80	\$88
Cost Controls	SWCA	20	\$150	\$155
Other Support Staff	SWCA	88	\$72-\$117	\$75-\$121
	<b>TOTAL HOURS</b>	1,189	\$72-\$279	\$75-\$288

## C. WORK SCHEDULE

Table 5. SWCA proposed work schedule

TASK	START	END	DELIVERABLE	MILESTONE	REVIEW PERIOD
<b>Task 1: Kick-off Conference Call / Convene Decision-Makers</b>	3/1/23	4/1/23		NA	NA
Kick-off Meeting with Inyo County OES	~3/1/23	4/1/23	Stakeholder List/ Meeting Minutes		
<b>Task 2: Involve Local, State, and Federal Agencies</b>	4/1/23	4/15/24		NA	NA
Core Team Meeting 1	~4/16/23	NA	Meeting Minutes/ Action Items		
Core Team Meeting 2	~6/24/23	NA	Meeting Minutes/ Action Items		
Core Team Meeting 3	~12/15/23	NA	Meeting Minutes/ Action Items		
<b>Task 3: Public Engagement</b>	~6/24/23	4/15/24			
Host Community Workshops/Events	~6/24/23	NA	Event Materials		
Host Community Workshops/Events	~10/15/23		Event Materials		
<b>Task 4: Establish Community Base Maps &amp; Gather Data</b>	4/1/23	5/15/23	NA	Data compiled by 5/15/23	NA
Establish Maps	4/11/23	6/11/23	Base Maps	Base maps established by 6/11/23	5/11/23–5/25/23
<b>Task 5: Develop a Community Risk Assessment</b>	4/1/23	6/30/23			
Desktop Analysis	4/1/23	6/1/23	Wildfire Risk Assessment Map/Fire Behavior Model	Desktop analysis completed by 6/1/23	6/1/23–6/15/23
Field Assessment	~4/7/23	~6/30/23	Data and Community Assessment Summary Write Ups	Field assessments completed by 6/30/23	NA
<b>Task 6: Establish Community Priorities and Recommendations</b>	6/30/23	10/30/23			
Community Priorities and Recommendations	6/30/23	10/30/23	Recommendation Matrices	Draft matrices completed by 10/16/23	10/16/23–10/30/23
<b>Task 7: Develop Action Plan and Assessment Strategy</b>	6/30/23	1/30/23			
Action Plan (Draft CWPP and Review)	6/30/23	1/30/23	Draft CWPP Update	Draft CWPP completed by 1/15/23	1/15/23–1/30/23
<b>Task 8: Complete the Final CWPP</b>	1/30/23	4/15/24	Final CWPP Update	Final CWPP completed by 4/15/24	NA
<b>Task 9: Project Management</b>	3/1/23	4/15/24	Progress reports		NA
<b>OPTIONAL TASK</b>					
<b>Task 8 (Optional): Develop the ArcGIS Hub and Story Map</b>	4/1/23	4/15/24	Story Map	Story map completed by 4/15/24.  *Draft sections will be presented periodically	*6/11/23–4/15/24

## D. COST CONTROL

The quality of our work products is of utmost importance, as is our commitment to meeting project deliverables and schedule. Communication is the key to successfully completing any project, particularly on time and within budget—staff availability and responsiveness are equally critical elements. The value of regular meetings between the County and SWCA cannot be overstated; we recommend bi/weekly scheduled virtual calls throughout the life of the project with benchmark meetings scheduled for stakeholder involvement. We have structured our team to best meet both the collaborative approach of the CWPP update and the technical expertise needed to update the CWPP with relevant, action-oriented recommendations. We know the time-sensitive nature of implementing hazardous fuels mitigation and home-hardening measures, and thus will ensure proper staff are allocated at the right time for the appropriate tasks. We will use management tools to maintain clear project communications and meet deadlines, such as conducting regular team calls, clearly communicating assumptions, using our secure Microsoft SharePoint and Teams systems, and providing an organization chart of the chain of command and expertise within our team. This transparency will allow our SWCA team to efficiently and effectively work with the County and stakeholders to deliver the CWPP update in a timely manner.

“ We’re very happy with the attention and expertise the SWCA Team provided. They created very useful deliverables on a shoestring budget. We are, overall, very pleased. ”

– Dan Doyle, Martha’s Vineyard Commission

### PROJECT CONTROLS

SWCA has a well-established Project Controls Program that will prove invaluable to the successful execution of this project. We believe in strong project management where schedules, tracking, and reporting are communicated to the County in a way that makes the County’s job easier. Financial forecasting can be a critical component for a successful project.

SWCA has a robust and flexible accounting system that can be tailored to the needs of the County to maintain budgets and save money. Monthly invoicing will be consistent, accurate, and provide any required information. While Mr. Ayala will serve as Project Manager, responsible for all aspects of project management and project controls for the project, he will be supported by a Project Controller who will oversee project contract administration and track our schedule and budget across all phases of the project. SWCA has assigned experienced [Project Controller Kristine Robson](#) to the CWPP team. She will provide skilled and dedicated project-level financial oversight, allowing our technical staff to focus on ensuring the technical parts of the scope are of the highest quality and are completed on-time. Each week, Ms. Robson will work with Mr. Ayala to create the weekly Project Status Report, which will include a Burn Rate analysis and provide an independent review of actual spend versus budgets and completion of scope versus schedule. Ms. Robson will also review monthly invoices, ensuring accuracy of rates and allowed charges according to our contract, and provide monthly accruals, future months forecasted spend, and schedule updates to the Project Manager and the County.

## E. COST PROPOSAL

The following tables provide a cost summary, including labor hours and expense summary, for the proposed scope of work. The budget was prepared based on our previous experience with developing CWPPs for communities within Inyo County, knowledge of the project, consultation with our technical experts, and experience. We understand that the contract will be on a time-and-materials, not-to-exceed basis. SWCA will not proceed with any out-of-scope tasks without written consent from the County. We have attempted to be conservative in preparation of the budget regarding the level of effort required so that the overall cost estimates are reasonable for your planning purposes; therefore, we have recommended and budgeted for a mix of in-person and virtual meetings to encourage highest attendance and promote cost-saving measures.



To accommodate project changes and scheduling, it is assumed that SWCA will be able to utilize the overall project funding and will not be held to task limits so long as the overall budget is not exceeded without client approval.

All staff will be billed at their standard rate at the time of service in accordance with Table 6, SWCA Labor Rate Classifications, and Hourly Rates. Rates are inclusive of all overhead rates. The rates listed below do not apply to depositions or testimonies at administrative hearings and trials; such activities fall under our Expert Witness rates, which vary by state.

SWCA will maintain the billing rates through 2023. SWCA staff billing rates are subject to an annual escalation of up to 3% starting January 1, 2024. SWCA staff will bill at their current rate at the time of service. Similar-level staff members may be substituted to complete the work at the time of contracting. SWCA reserves the right to provide an updated rate schedule should the project continue beyond December 31, 2024. Direct expenses are subject to a 15% administrative markup and subcontractor expenses are subject to a 20% administrative markup. Overtime is invoiced at 1.2 times standard rates. Any direct expense not expressly listed below will be billed at cost plus markup. Whitebark staff billing rates are subject to an annual escalation of 10% starting January 1, 2024. WFA will maintain their billing rates for 2023 and 2024.

The proposed costs outlined in Table 7, Total and Per Task Estimated Project Costs, are valid for 90 days from the date of the proposal receipt. Any delay in contracting may require a revised cost estimate, project staffing, and project schedule.

A detailed breakdown of proposed costs is provided in Table 8, Detailed Cost Breakdown.

**Table 6. 2023 SWCA and Subconsultant Labor Classifications, Hourly Rates and Direct Expenses**

SWCA LABOR CLASSIFICATION	2023 HOURLY RATE	SWCA LABOR CLASSIFICATION	2023 HOURLY RATE
<b>SWCA CONSULTING SERVICES</b>			
Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Air Quality, Landscape Architecture, Ecological Restoration, Disaster Recovery, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Graphics/Media Production, Administrative			
Subject Matter Expert IV	\$279.00	Specialist IX	\$161.00
Subject Matter Expert III	\$255.00	Specialist VIII	\$150.00
Subject Matter Expert II	\$230.00	Specialist VII	\$140.00
Subject Matter Expert I	\$219.00	Specialist VI	\$130.00
Specialist XIV	\$230.00	Specialist V	\$117.00
Specialist XIII	\$219.00	Specialist IV	\$107.00
Specialist XII	\$215.00	Specialist III	\$97.00
Specialist XI	\$197.00	Specialist II	\$85.00
Specialist X	\$180.00	Specialist I	\$72.00
<b>SWCA ENGINEERING SERVICES</b>			
Subject Matter Expert IV	\$265.00	Specialist X	\$197.00
Subject Matter Expert III	\$265.00	Specialist IX	\$180.00
Subject Matter Expert II	\$240.00	Specialist VIII	\$161.00
Subject Matter Expert I	\$230.00	Specialist VII	\$150.00
Specialist XIV	\$255.00	Specialist VI	\$140.00
Specialist XIII	\$240.00	Specialist V	\$130.00
Specialist XII	\$230.00	Specialist IV	\$117.00
Specialist XI	\$215.00		
<b>SUBCONSULTANT 2023 LABOR BILL RATES</b>			
WFA – Wildland Fire Subject Matter Expert	\$135.00		
Whitebark - Local Subject Matter Expert	\$80.00		
Whitebark - Public Education & Outreach Specialist	\$80.00		
<b>DIRECT EXPENSES</b>			
Mileage	GSA rate at time of billing	Per Diem	GSA rate at time of billing
Field tablet	\$20.00/day	Black and white copies (in-house)	\$0.10/page
GPS - GIS Grade	\$70.00/day	Color copies (in-house)	\$1.00/page

**Table 7. Total and Per Task Estimated Project Costs**

TASK	LABOR HOURS	LABOR \$	EXPENSES \$	SUBS \$	NTE TOTAL COST
Task 1. Kickoff Meeting / Convene Decision-Makers	30	\$3,785	\$0	\$576	\$4,361
Task 2. Involve State, Local, and Federal Agencies	105	\$13,884	\$115	\$2,112	\$16,111
Task 3. Public Engagement	109	\$14,041	\$357	\$2,112	\$16,510
Task 4. Establish Community Base Maps	61	\$6,982	\$0	\$0	\$6,982
Task 5. Develop a Community Risk Assessment	206	\$25,952	\$3,974	\$0	\$29,926
Task 6. Establish Community Priorities and Recommendations	30	\$3,818	\$0	\$1,944	\$5,762
Task 7. Develop an Action Plan and Assessment Strategy	200	\$21,456	\$0	\$5,472	\$26,928
Task 8. Finalize the Community Wildfire Protection Plan	64	\$6,974	\$2,933	\$1,944	\$11,851
Task 9. Project Management	92	\$11,954	\$0	\$0	\$11,954
<b>OPTIONAL TASKS</b>					
Optional Task: ArcGIS Hub and Story Map	172	\$19,550	\$0	\$0	\$19,550
<b>OPTIONAL TASK TOTAL</b>	<b>172</b>	<b>\$19,550</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,550</b>
Project Total <b>WITHOUT</b> Optional Task	<b>897</b>	<b>\$108,846</b>	<b>\$7,379</b>	<b>\$14,160</b>	<b>\$130,385</b>
Project Total <b>WITH</b> Optional Task	<b>1,069</b>	<b>\$128,396</b>	<b>\$7,379</b>	<b>\$14,160</b>	<b>\$149,935</b>

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**Table 8. Detailed Cost Breakdown**

Staff	Project Role	Labor Class	2023 Rate	Task 1. Convene Decision-Makers		Task 2. Involve State, Local, and Federal Agencies		Task 3. Public Engagement		Task 4. Establish Community Base Maps		Task 5. Develop a Community Risk Assessment		Task 6. Establish Community Priorities and Recommendations		Task 7. Develop an Action Plan and Assessment Strategy	
				Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
				Montiel Ayala	Project Manager	Specialist VI	\$130.00	10	\$1,300	44	\$5,720	28	\$3,640	5	\$650	72	\$9,360
Victoria Amato	Fire Subject Matter Expert	Specialist IX	\$161.00	3	\$483	10	\$1,610	4	\$644	4	\$644	4	\$644	2	\$322	4	\$644
Paris Krause	Assistant Project Manager	Specialist VI	\$130.00	8	\$1,040	20	\$2,600	14	\$1,820	4	\$520	2	\$260	2	\$260	4	\$520
Lia Webb	Facilitator	Specialist VIII	\$150.00	1	\$150	15	\$2,250	28	\$4,200	0	\$0	40	\$6,000	2	\$300	0	\$0
Liz Hitzfelder	GIS Lead	Specialist V	\$117.00	2	\$234	8	\$936	8	\$936	16	\$1,872	40	\$4,680	0	\$0	0	\$0
Christian Testerman	Fire Planner	Specialist II	\$85.00	2	\$170	4	\$340	4	\$340	4	\$340	4	\$340	0	\$0	36	\$3,060
Tim Clute	Fire Planning Specialist	Specialist III	\$97.00	2	\$194	0	\$0	0	\$0	4	\$388	4	\$388		\$0	40	\$3,880
Ryan Saggese	Fire Planning Specialist	Specialist IV	\$107.00	2	\$214	4	\$428	23	\$2,461	24	\$2,568	40	\$4,280	8	\$856	48	\$5,136
Peggy Ford	Technical Editor	Specialist V	\$117.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$3,744
Kimberly Proa	Technical Editor	Specialist V	\$117.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,872
Michelle Bender	Administration	Specialist III	\$97.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Kristine Robson	Project Controls	Specialist VIII	\$150.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
General Biller	General Biller	Specialist III	\$97.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
<b>SWCA Labor Totals</b>				<b>30</b>	<b>\$3,785</b>	<b>105</b>	<b>\$13,884</b>	<b>109</b>	<b>\$14,041</b>	<b>61</b>	<b>\$6,982</b>	<b>206</b>	<b>\$25,952</b>	<b>30</b>	<b>\$3,818</b>	<b>200</b>	<b>\$21,450</b>
<b>SUBCONTRACTOR</b>	<b>Project Role</b>	<b>Company</b>	<b>2023 Rate</b>														
Richard McCrea	Wildland Fire Subject Matter Expert	WFA	\$135.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,620	16	\$2,160
Rick Kattelmann, Ph.D.	Local Subject Matter Expert	Whitebark	\$80.00	2	\$160	8	\$640	8	\$640	0	\$0	0	\$0	0	\$0	30	\$2,400
Erin Elliott	Public Education and Outreach Specialist	Whitebark	\$80.00	2	\$160	7	\$560	7	\$560	0	\$0	0	\$0	0	\$0	0	\$0
Heidi Porras	Public Education and Outreach Specialist	Whitebark	\$80.00	2	\$160	7	\$560	7	\$560	0	\$0	0	\$0	0	\$0	0	\$0
Subcontractor Markup				20%	\$96	\$352	\$352	\$352	\$0	\$0	\$0	\$0	\$0	\$324	\$91		
<b>Subcontractor Totals</b>				<b>6</b>	<b>\$576</b>	<b>22</b>	<b>\$2,112</b>	<b>22</b>	<b>\$2,112</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>12</b>	<b>\$1,944</b>	<b>46</b>	<b>\$5,472</b>
<b>LABOR TOTALS</b>				<b>36</b>	<b>\$4,361</b>	<b>127</b>	<b>\$15,996</b>	<b>131</b>	<b>\$16,153</b>	<b>61</b>	<b>\$6,982</b>	<b>206</b>	<b>\$25,952</b>	<b>42</b>	<b>\$5,762</b>	<b>246</b>	<b>\$26,922</b>
<b>EXPENSES</b>					<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>	<b>Cost</b>
Postage		At cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B&W Copies (in-house)		Per copy	\$0.10	\$0	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Color Copies (in-house)		Per copy	\$1.00	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Graphic Plots		Per Plot	\$100.00	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rental Vehicle		At cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$840	\$0	\$0	\$0	\$0	\$0
Rental Vehicle Fuel		At cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$400	\$0	\$0	\$0	\$0	\$0

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# 5. SAMPLES



## A. SAMPLES OF APPROVED CWPPS

**Table 9. SWCA CWPP Samples**

CLIENT	CWPP URL
Kern County	<a href="https://www.swca.com/sites/default/files/kern_cwpp.pdf">https://www.swca.com/sites/default/files/kern_cwpp.pdf</a> (PDF) <a href="https://www.youtube.com/watch?v=gf43uvpph2a">https://www.youtube.com/watch?v=gf43uvpph2a</a> (video)
Three Rivers Fire Council	<a href="https://www.swca.com/sites/default/files/three_rivers_cwpp_final.pdf">https://www.swca.com/sites/default/files/three_rivers_cwpp_final.pdf</a> (PDF)
Tulare County	<a href="https://www.swca.com/sites/default/files/tulare_cwpp_final_combined.pdf">https://www.swca.com/sites/default/files/tulare_cwpp_final_combined.pdf</a> (PDF)
City of Corona	<a href="https://www.swca.com/sites/default/files/city_of_corona_cwpp_2021.pdf">https://www.swca.com/sites/default/files/city_of_corona_cwpp_2021.pdf</a> (PDF) <a href="https://www.youtube.com/watch?v=Vr81PKBtUW0">https://www.youtube.com/watch?v=Vr81PKBtUW0</a> (video)

## B. SAMPLES OF PROJECT SCHEDULING AND DURATION CONTROL

**Table 10. Example of a Project Schedule Based on a CWPP SWCA Prepared for Kern and Tulare County**

TASK	ESTIMATED COMPLETION PERIOD
Task 1 Project Management	Throughout duration of the project
Task 2 Tulare County Environmental Services and CEQA Documentation	
Task 2.1 Project Initiation and Background Review	2–4 weeks following notice to proceed and receipt of requested information
Task 2.2 Project Description	2–4 weeks following notice to proceed and receipt of requested information
Task 2.3.1 Biological Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 2.3.2 Cultural Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 2.4 Initial Study / Mitigated Negative Declaration	4-8 weeks following completion of technical studies

TASK	ESTIMATED COMPLETION PERIOD
<b>Task 3 Kern County Environmental Services and CEQA Documentation</b>	
Task 3.1 Project Initiation and Background Review	2–4 weeks following notice to proceed and receipt of requested information
Task 3.2 Project Description	2–4 weeks following notice to proceed and receipt of requested information
Task 3.3.1 Biological Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 3.3.2 Cultural Resources Constraints Analysis	2-4 weeks following approval of Project Description
Task 3.4 Initial Study / Mitigated Negative Declaration	4-8 weeks following completion of technical studies

**Table 11. Video Demonstration of Project Tracking Tool based on a CWPP SWCA Prepared for the Three Rivers Fire Safe Council**

CLIENT	ACCESS INFORMATION
Three Rivers Fire Safe Council	URL*: <a href="https://vimeo.com/744328994">https://vimeo.com/744328994</a> Password: SWCACWPP

\*Note: the demonstration video, URL, and password are subject to an expiration date.





# 6. DISCLOSURES



**Table 12. SWCA Claims History within the Last 10 Years**

SWCA CLAIMS HISTORY	
<b>DONNA CHICK, AS ADMINISTRATOR OF THE ESTATE OF LOUISE BARBUZZI V. ROLFE HOUSE LIMITED PARTNERSHIP DB/A ROLFE HOUSE APARTMENTS; SHP MANAGEMENT CORPORATION; NEW ENGLAND ENVIRONMENTAL, INC.; SWCA, INC.; AND OCCUHEALTH, INC.</b>	
<b>Name of Project Owner</b>	Rolfe House Limited Partnership D/B/A Rolfe House Apartments
<b>Filing Date</b>	May, 2021
<b>Court</b>	Commonwealth of Massachusetts, Suffolk, SS., Superior Court Department
<b>Case no.</b>	Civil Action No. 2084 CV 00745
<b>Basis for Claim</b>	Tenant of retirement home succumbed to legionella; claim alleges that Rolfe House was negligent for not properly managing its plumbing system; SWCA was drawn in as a related party.
<b>Claim or Suit Amount</b>	N/A
<b>Current Status</b>	Ongoing
<b>Award or Settlement Amount</b>	N/A
<b>THE PEOPLE OF THE STATE OF CALIFORNIA V. CUPERTINO ELECTRIC INC., SPOWER SUSTAINABLE POWER GROUP, SWCA, INCORPORATED AND [SWCA EMPLOYEE NAME REDACTED]</b>	
<b>Name of Project Owner</b>	S Power Sustainable Power Group
<b>Filing Date</b>	September, 2019
<b>Court</b>	Superior Court of the State of California, for the County of Los Angeles
<b>Case no.</b>	9AN06709B
<b>Basis for Claim</b>	Alleged permittance of the removal of an unoccupied nest.
<b>Claim or Suit Amount</b>	N/A
<b>Current Status</b>	Case dismissed
<b>Award or Settlement Amount</b>	N/A

**SWCA CLAIMS HISTORY**

**DYNAMIC ENERGY V. SWCA, INCORPORATED**

<b>Name of Project Owner</b>	Dynamic Energy
<b>Filing Date</b>	March 25, 2020
<b>Court</b>	N/A --Claim was resolved through mediation
<b>Case no.</b>	N/A
<b>Basis for Claim</b>	Massachusetts Attorney General alleged that runoff left the site of a solar emplacement that was being developed by Dynamic Energy. SWCA had performed a SWPPP for Dynamic and was drawn into mediation as a result.
<b>Claim or Suit Amount</b>	N/A
<b>Current Status</b>	Settled out of court on 5/24/21 with no admission of fault accompanied with a strict confidentiality agreement.

**SARAH BOHLING AND BRADLEY BOHLING V. SWCA, INCORPORATED AND [SWCA EMPLOYEE NAME REDACTED]**

<b>Name of Project Owner</b>	N/A
<b>Filing Date</b>	February, 2019
<b>Court</b>	State of New Mexico, County of Bernalillo, Second Judicial District
<b>Case no.</b>	D-202-CV-2019-01474
<b>Basis for Claim</b>	Vehicle accident involving an SWCA employee
<b>Claim or Suit Amount</b>	N/A
<b>Current Status</b>	Settled out of court on 8/13/2021 with no admission of fault accompanied with a strict confidentiality agreement
<b>Award or Settlement Amount</b>	N/A

**FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #7 V SWCA, INC., LONGHORN EXCAVATORS, INC. AND C.S. BRITTON, INC.**

<b>Name of Project Owner</b>	Fort Bend COUNTY LEVEE IMPROVEMENT DISTRICT #7
<b>Filing Date</b>	November 21, 2022
<b>Court</b>	434 <sup>th</sup> Judicial District Court, Richmond, Texas
<b>Case no.</b>	22-DCV-299033
<b>Basis for Claim</b>	Alleged stream restoration failure due to construction errors; SWCA was drawn in as a related party.
<b>Claim or Suit Amount</b>	N/A
<b>Current Status</b>	Ongoing
<b>Award or Settlement Amount</b>	N/A



## 7. INSURANCE REQUIREMENT



SWCA, WFA, and Whitebark can meet the insurance requirements as indicated in *Attachment C-Inyo Standard Contract Agreement, Section 9*.

Although Whitebark's current insurance presumably meets the "Insurance Requirements for Professional Services 2022", Whitebark will review policy details and provide the County with documents that would enable verification of adequate coverage in the event Whitebark is selected as a subcontractor.

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## 8. RFP ADDENDA



SWCA has checked the County website and has not received any addenda for this RFP.

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SWCA

## APPENDIX A:

Resumes

## MONTIEL AYALA, PROJECT MANAGER

Montiel Ayala will serve as the Project Manager and will be the County's point of contact. Mr. Ayala is a Biologist and Fire Planning Specialist with a varied academic background in fire ecology, natural resources, hydrology, and geospatial analysis. He has over 3 years of experience in technical writing, scientific research, spatial analysis and GIS modeling. His experience includes field operations in varied ecosystems across California as well as the use of remote sensing and GIS to study fire effects across the western United States. He has substantial knowledge of California's fire regimes, ecoregions, and wildfire regulations. His graduate-level projects include field-based plant and wildlife surveys as well as pre- and post-fire change detection (Normalized Difference Vegetation Index [NDVI], Differenced Normalized Burn Ratio [dNBR], and land surface temperature) of recent California fires, the 2020 Bobcat Fire and the 2021 Dixie Fire.

Mr. Ayala has worked on various CWPPs across California, including for the counties of Kern and Tulare, the city of Corona, and the community of Three Rivers, as well as in other states, including for the Kenai Peninsula Borough, Alaska; Union County, Illinois; Bernalillo County, New Mexico; and Dukes County, Massachusetts. He is currently working on the Independence and 40 Acres CWPPs in Inyo County and the Solano County CWPP. He has also worked on a variety of land/fire management plans and environmental permitting projects for clients throughout the western United States.

### YEARS OF EXPERIENCE

3

### EXPERTISE

Fire ecology

Fire planning

Geospatial analysis (GIS)

California wildfire regulations

Fire effects monitoring

Hydrology

### EDUCATION

M.S., Environmental Science, e: Hydrology; California State University, Los Angeles; 2022

B.S. Biology, e: Ecology and evolution; California State University, Northridge; 2019

### CERTIFICATIONS

Geographic Information Systems Certification, California State University, Los Angeles; 2022

### SELECTED PROJECT EXPERIENCE

#### **Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California.**

SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the WUI. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with the California Department of Forestry and Fire Protection (CAL FIRE) and public utilities. *Role: Assistant Project Manager. Assisting with management of CWPP development, organizing meetings, conducting outreach, and developing CWPP content.*

#### **Solano County CWPP; Solano County; Fairfield, Solano County, California.**

SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP. The CWPP scope is in accordance with the Healthy Forest Restoration Act, National Cohesive Wildland Fire Management Strategy and the CAL FIRE guidelines. The purpose of the CWPP is to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the County; recommended actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an Action Plan with roles and responsibilities to ensure actions are taken to address risk and hazard. Our team is working closely with the County, local Fire Safe Councils, local fire authorities, CAL FIRE, Cal OES, and other relevant organizations to develop a comprehensive CWPP that identifies high wildfire risk areas, WUI communities, hazard reduction priorities and projects, and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: Assistant Project Manager. Assisting with management of CWPP development, organizing meetings, conducting outreach, and developing CWPP content.*



**City of Corona CWPP; City of Corona; Riverside County, California.** SWCA developed a detailed community-scale CWPP to address wildfire hazards and risks in the wildland urban interface of Corona, California. SWCA worked with the City of Corona and state and federal partners to develop mitigation measures to address wildfire risk. The project involved extensive public outreach and development of an online story map to support project delivery. *Role: Technical Author. Authored CWPP sections and assisted with project development.*

**Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California.** SWCA is working with stakeholders in Tulare County to develop a comprehensive CWPP to address catastrophic fire risk in a diverse WUI. SWCA is developing a thorough wildfire risk and hazard assessment for the County that includes desktop analysis (GIS) and field assessments. The CWPP involves collaborative planning that incorporates a large range of stakeholders. The CWPP is also being aligned with a community plan being developed for Three Rivers, a Tulare County WUI area at risk. *Role: Technical Author. Authoring CWPP sections and assisting with project development.*

**Kern County CWPP; Kern County Fire Department; Kern County, California.** SWCA is developing a CWPP for Kern County to identify and address wildfire risk within the WUI. The CWPP includes extensive stakeholder engagement and the integration of existing GIS data sets to develop a comprehensive risk assessment and deliver recommendations for practical measures to minimize the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Technical Author. Authoring CWPP sections and assisting with project development.*

**Three Rivers CWPP; Three Rivers Fire Safe Council; Three Rivers, Tulare County, California.** SWCA is developing a comprehensive community-scale CWPP to address wildfire hazards that threaten residents and natural resources in and around the Three Rivers community. The project involves extensive public outreach, multiple stakeholder meetings, and a detailed GIS- and field-based wildfire risk and hazard assessment. The CWPP is accompanied by an interactive story map to increase community engagement. *Role: Technical Author. Authoring CWPP sections and assisting with project development.*

## VICTORIA AMATO, M.S., FIRE SUBJECT MATTER EXPERT

Ms. Amato is a principal fire planner with a diverse background in fire ecology and resource management. She has served as project manager on over 40 community wildfire protection plans (CWPPs) and fire management plans across the United States in a range of ecosystems. She has considerable experience working with public and private stakeholders, having facilitated multiple outreach meetings, sometimes in controversial settings. She has extensive experience in the development of wildfire risk assessments utilizing fire behavior modeling programs and on-the-ground assessments. Ms. Amato has worked with a variety of land management agencies across the western United States, including the U.S. Forest Service (USFS), Bureau of Land Management, U.S. Fish and Wildlife Service, and National Park Service, studying hazardous fuel reduction, wildland urban interface (WUI) fire mitigation, fire behavior modeling, and monitoring of burned areas.

### YEARS OF EXPERIENCE

17

### EXPERTISE

Fire management planning

Wildfire risk assessment

Natural resources management

Forest ecology and management

Fire effects monitoring

Habitat monitoring

Community outreach and youth training

### EDUCATION

M.S., Forestry, e: Fire Ecology/Habitat Management; Colorado State University; Fort Collins, Colorado; 2006

M.S., Natural Resource Management; University of Edinburgh, Scotland; 2003

B.S. with honors, Geography; University of Exeter, England; 2000

### TRAINING

National Incident Management System –IS-00700a, FEMA

USDA Forest Inventory Analysis Training; 2010

Wildland Firefighter Refresher and Arduous Fitness Test, Valencia County Fire Department; 2019-2021

S130/190 Basic Wildland Firefighter ICS for Single Resources and Initial Action Incident, ICS-200, FEMA.

1-100 Introduction to the Incident Command System, FEMA

### SELECTED PROJECT EXPERIENCE

**Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California.** SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the wildland urban interface. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with CAL FIRE and public utilities. *Role: Project Manager. Managing CWPP development, facilitating meetings, conducting outreach, and developing CWPP content.*

**Three Rivers CWPP; Three Rivers Fire Safe Council; Tulare County, California.** SWCA is developing a detailed community-scale CWPP to address wildfire hazards that threaten residents and watershed health in and around the Three Rivers community. The project involves extensive public outreach, multiple stakeholder meetings, and a detailed fine-scale wildfire risk and hazard assessment. The CWPP is accompanied by an interactive story map to increase community engagement. *Role: Project Manager. Managing project and will serve as primary author.*

**Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California.** SWCA is working with stakeholders in Tulare County to develop a comprehensive CWPP to address catastrophic fire risk in a diverse WUI. SWCA is developing an intricate wildfire risk and hazard assessment for the County that includes desktop analysis and on-the-ground assessment. The CWPP involves collaborative planning that incorporates a large range of stakeholders. The CWPP is also being aligned with a community plan being developed for Three Rivers, a Tulare County WUI area at risk. *Role: Technical Lead. Providing stakeholder engagement and technical oversight for development of risk assessment and plan content.*

**Kern County CWPP; Kern County Fire Department; Kern County, California.** SWCA is developing a CWPP for the County to identify and address wildfire risk within the WUI. The CWPP includes extensive stakeholder engagement and the integration of existing GIS data sets to develop a comprehensive risk assessment and deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Technical Lead. Stakeholder engagement and technical oversight for development of risk assessment and plan content.*

**City of Corona CWPP; City of Corona Fire Department; Riverside County, California.** SWCA is developing a detailed community-scale CWPP to address wildfire hazards and risks in the WUI of Corona, California. SWCA is working with the City of Corona and state and

**TRAINING (CONT'D)**

S290- Intermediate Wildland Fire Behavior Fire Fighter Type II- "red-carded" 2019-2021

NEPA Navigator Training, Archer Institute of Environmental Training; 2012

Forest Vegetation Simulator, Rocky Mountain Research Station; 2006

Teaching Assistant, Forest Management and Silviculture, Colorado State University; 2006

FIREWISE Communities; 2007

Comprehensive NEPA, SWCA Environmental Consultants; 2007

FIREMON Training, U.S. Forest Service; 2003

**MEMBERSHIPS**

SWCA Science Leadership Program

Member, Association for Fire Ecology

Member, International Association of Wildland Fire

**AWARDS**

Lawrence S. Semo Scientific Achievement Award winner; 2020

federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and development of an online story map to support project delivery. *Role: Project Manager. Managing project and will serve as primary author.*

**Los Gatos Vegetation Management Plan; Town of Los Gatos Department of Parks and Public Works; Los Gatos, Santa Clara County, California.** SWCA assisted the Town of Los Gatos with the development of a comprehensive Vegetation Management Plan to promote wildfire safety along the town's roadways and open space areas. SWCA's restoration ecologists, arborists, and biologists mapped existing native and nonnative vegetation communities and sensitive resources to establish the baseline conditions within the town, which were then utilized by our fire planning experts to assess treatment techniques that can balance safety of the built environment with the enhancement and restoration of the natural environment. *Role: Fire Ecologist. Developed wildfire assessment.*

**Santa Clara County CWPP; Santa Clara County Fire Department; Santa Clara County, California.** SWCA developed a high-end CWPP and Unit Plan for the County that incorporates a multitude of agencies and jurisdictions. SWCA coordinated all stakeholder and community meetings and facilitated an extensive outreach effort through an online survey portal and other online media. The CWPP comprises a comprehensive risk/hazard analysis that includes an assessment of wildland and urban fuels. SWCA has since been retained to develop the 5 year update to the CWPP. *Role: Project Manager. Managed project and served as primary author.*

**Canyon Lane Roadway Improvements Environmental Impact Report (EIR); County of San Mateo; Redwood City, San Mateo County, California.** SWCA prepared an EIR and technical background studies, including a rare plant study, an air quality analysis, fire modeling due to the project's location at the WUI, a biological resources report, and a cultural resources study, for the improvement of Canyon Lane, development of a single-family residence on one parcel, and future development of residences on 11 parcels. *Role: Fire Ecologist. Developed wildfire assessment.*

**Lake Wildwood Wildfire Risk Assessment; Under the Trees, Inc.; Nevada County,**

**California.** SWCA worked with Under the Trees to develop a wildfire risk assessment for a high-density residential population in northern California. SWCA utilized robust fire behavior modeling tools to identify priority areas for fuel treatment. *Role: Project Manager. Managed project and served as primary author.*

**Santa Fe County CWPP (and 5-year Plan Revision); Santa Fe County and City of Santa Fe; Santa Fe County, New Mexico.** SWCA worked with the County and City to develop a CWPP that incorporated risk and hazard assessments of WUI areas. SWCA worked in close cooperation with the USFS in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the Santa Fe Watershed. *Role: Planner/Fire Specialist. Served as primary author.*

**Pope and Hardin Counties CWPPs; Southeastern Illinois Regional Planning Development Commission; Pope and Hardin Counties, Illinois.** SWCA developed CWPPs for adjacent counties, which included extensive community involvement, close work with USFS fire and fuels specialists, and the integration of existing GIS data sets to deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: Project Manager. Managed project and served as primary author.*

**Ridge-Manorville-Calverton CWPP; Central Pine Barrens Joint Planning and Policy Commission; Suffolk County, New York.** SWCA developed a detailed community-scale CWPP in order to address wildfire hazards that threatened residents and watershed health in the Central Pine Barrens region of Long Island. The project involved extensive public outreach, multiple stakeholder meetings, and a detailed fine-scale wildfire risk and hazard assessment. *Role: Project Manager. Managed project and served as primary author.*

**McKean and Elk Counties CWPPs; McKean County and Elk County; McKean and Elk Counties, Pennsylvania.** SWCA assisted neighboring counties with developing two CWPPs for the protection of life and property from wildfire. SWCA convened and facilitated Core Team meetings of agency specialists and developed a risk assessment for communities at risk from fire. The team developed two draft and final documents using input from Core Team members and members of the public throughout both counties. *Role: Project Manager. Managed project and served as primary author.*

## PARIS KRAUSE, M.S., ASSISTANT PROJECT MANAGER

Ms. Krause has worked in environmental services since 2016, conducting forest health surveys, wildlife and botanical surveys, construction monitoring, and jurisdictional wetland and waterway delineation surveys, as well as preparing biological resource evaluations, Natural Environment Studies, permit applications, and environmental review documents, Community Wildfire Protection Plans, and Wildfire Mitigation Plans. Serving as both field biologist and technical report writer, she conducts database research on the biology, habitat, and distribution of special-status species. Ms. Krause has professional experience with migratory nesting birds, burrowing owl, foothill yellow-legged frog, western pond turtle, giant gartersnake, California red-legged frog, and Swainson’s hawk.

Ms. Krause’s professional background includes leading field data collection and data processing efforts for fire and forest ecology surveys via remote LiDAR sensing and traditional forestry survey methods in California. She was the field crew lead for pre- and post-fire forest health and ecology surveys for vegetation and fuel structure characterization for the USFS in forested and chaparral ecosystems of the Cleveland, San Bernardino, Angeles, and Los Padres National Forests, and also has experience assisting CAL FIRE Incidents with GIS map production on the Monument (2021) and Oak (2022) Fires.

### YEARS OF EXPERIENCE

4

### EXPERTISE

- Forest health and ecology surveys
- Threatened and endangered wildlife and botanical surveys
- Environmental construction monitoring
- Wetland and waterbody delineation
- Technical report preparation
- GPS / GIS / data verification
- LiDAR remote sensing

### EDUCATION

- M.S., Biology; Sonoma State University; 2021
- B.S., Field and Wildlife Biology; Cal Poly, San Luis Obispo; 2015

### PERMITS

- Plant Voucher Collecting Permit; California Department of Fish and Wildlife; 2081(a)-22-065-V

### TRAINING

- First Aid/CPR Certified

### SELECTED PROJECT EXPERIENCE (\* denotes project experience prior to SWCA)

**Truckee Fire Protection District CWPP; Truckee Fire Protection District; Nevada County, California.** SWCA was retained by Truckee Fire to prepare a unique Community Wildfire Protection Plan (CWPP) for the approximate 125 square miles encompassing the Truckee Fire Protection District (the District). The purpose of this CWPP is to serve as a framework to identify and prioritize all future wildfire hazard protection projects and foster a community wide collaborative approach to reduce wildfire risk and hazards to life, property, and natural resources within the District. The CWPP will meet, at minimum, the requirements described in the Healthy Forest Restoration Act of 2003, the International Association of Fire Chiefs (IAFC) CWPP leaders guide, and the Federal Emergency Management Agency (FEMA) "Creating a CWPP" May 2020 document and will develop actions to reduce structural ignitability and strengthen community fire preparedness with a prioritized set of actions for public education, fuel reduction, and methodology for prioritization and monitoring accomplishments within the District. *Role: Assistant Project Manager. Assist with development of the CWPP, host outreach events, and communicate with the client.*

**LS Power Wildfire Mitigation Plan for California; LS Power Grid California, LLC; Shasta County, California.** SWCA is providing fire planning services, including a WMP for two substation installations. *Role: Fire Planner. Assist with development of the WMP.*

**Solar Storage Project; Confidential Client; Kern County, California.** *CONFIDENTIAL Role: Staff Biologist. Conducted full-florists botanical surveys, rare plant surveys, Joshua Tree surveys, and vegetation community mapping of approximately 2,500 acres.*

**Palmer Drive Project Environmental Services; Smith & Gabbert, Inc.; El Dorado County, California.** SWCA is providing environmental services, including, but not limited to, protocol-level botanical survey and inventory report for a proposed residential/ industrial development located on Palmer Drive in the unincorporated community of

Shingle Springs. *Role: Staff Biologist. Conducted protocol rare plant surveys, floristic surveys, and community vegetation mapping and prepared botanical report.*

**3000 Alexandrite Drive Biological Resources Services; Ciconia Village, LLC; El Dorado County, California.** SWCA is providing biological resources services for the development of a residential community of 45 (1 acre each) lots on a 140-acre property in the community of Rescue. The remainder of the land will be natural reserve and agricultural. *Role: Staff Biologist. Assisted with fieldwork for Aquatic Resource Delineation survey.*

**Newtown Road Bridge at South Fork Weber Creek Bridge Replacement Project Environmental Review Services; El Dorado County; El Dorado County, California.** SWCA is providing biological resources and permitting services for the replacement of a functionally obsolete bridge, constructed in 1929, on Newtown Road over South Fork Weber Creek, located approximately 2 miles south of the community of Camino in the western Sierra Nevada. *Role: Staff Biologist. Completed Sections 1600, 404, and 401 permit applications.*

**Natomas Basin Reach D Levee Improvement Project Biological Monitoring; Syblon Reid Construction, Inc.; Sutter County, California.** SWCA is monitoring earth-moving activities, inspecting stored material, and preparing reports for submittal to the USACE and USFWS for the protection of giant gartersnake along the approximately 5-mile levee in Sutter County. *Role: Staff Biologist. Conducted preconstruction surveys and construction monitoring for giant gartersnake and migratory birds.*

**Blue Mountain Minerals Revegetation Services; Blue Mountain Minerals; Tuolumne County, California.** SWCA designed and implemented a 4.5-acre restoration test plot program and planting plan, assisted with Surface Mining and Reclamation Act (SMARA) compliance, and provided weed control and revegetation services for a reclamation/revegetation project in the Sierra Nevada foothills. *Role: Staff Biologist. Conducted biannual weed and revegetation monitoring, prescribed remedial weed control, drafted revegetation methods based on analysis of revegetation test plot data, conducted seed viability testing, and prepared annual monitoring reports.*

**Shops at Folsom Ranch Preconstruction Surveys; Eagle-Shop Owners, LLC; Sacramento County, California.** SWCA conducted a preconstruction biological survey for special-status species for a 5.89-acre commercial development project located at the southeast corner of East Bidwell Street and Alder Creek Parkway in Folsom. *Role: Staff Biologist. Conducted preconstruction surveys for special-status plants, spadefoot toad, western pond turtle, nesting birds, nesting Swainson's hawk, and nesting raptors.*

**North Fork Mokelumne Slope Repair and Riparian Enhancement Project Environmental Services; Wagner & Bonsignore; San Joaquin County, California.** SWCA is providing environmental services in support of the construction of a setback levee with a counterbalance berm at five levee repair sections on Staten Island. The project proposes to control ongoing erosion on the waterside levee slope of the left bank of the North Fork Mokelumne River. *Role: Staff Biologist. Conducted preconstruction surveys for giant gartersnake, western pond turtle, nesting birds, and burrowing owl.*

**Stockton Soccer Complex Project Follow Up Preconstruction Survey; San Joaquin Council of Governments; San Joaquin County, California.** SWCA conducted a preconstruction survey for species covered under the San Joaquin Multi-Species Habitat Conservation and Open Space Plan at the project site along Frontage Road north of Genova Lane in Stockton. *Role: Staff Biologist. Conducted preconstruction survey for nesting birds, burrowing owls, nesting Swainson's hawk, and nesting raptors.*

**PacificPower Maintenance Projects Environmental Constraints Review; PacifiCorp; Multiple States.** SWCA is conducting desktop biological and cultural constraint reviews and cultural and biological surveys in support of Operations and Maintenance activities (primarily pole or structure replacements) on federally and state-managed lands in California, Oregon, and Washington. *Role: Staff Biologist. Conducted rare plant surveys and wetland delineations on transmission poles in Modoc County.*

**Briceland Road Over Mattole River Bridge Replacement Project Environmental Services; Willdan Engineering, Mendocino County Department of Transportation; Mendocino County, California.** SWCA is providing environmental services in support of the replacement of the existing one-lane bridge with a modern concrete/steel two-lane bridge on Briceland Road over Mattole River in Mendocino County. The roadway approaches will also be replaced and reconstructed to conform the new wider bridge to the existing roadway and improve geometry. *Role: Staff Biologist. Assisted with preparation of Natural Environmental Study and Biological Assessment.*

**\* Sweeney Road Bridge Abutment Scour Emergency Project Biological Resources Services; El Dorado County Department of Transportation; El Dorado County, California.** *Role: Staff Biologist. Conducted preconstruction survey for California red-legged frog, foothill yellow-legged frog, and western pond turtle and conducted construction monitoring.*

## LIA WEBB, B.S., LOCAL SUBJECT MATTER EXPERT AND FACILITATOR

Ms. Webb has over 20 years experience as an environmental scientist and landscape ecologist for private, non-profit, and government clients in California, Oregon, Nevada, Illinois, and international customers. She lives in the Eastern Sierra and supports SWCA's Great Basin and West Coast operations with unique expertise in facilitating large and small groups with public engagement, scientific approach to alternatives development, prioritization, decision making, and assistance with grant funding. Ms. Webb has led and managed complex and controversial projects relating to restoration, sensitive habitats and species, forestry, trails and recreation, transportation and infrastructure, and climate change.

### YEARS OF EXPERIENCE

20

### EXPERTISE

Ecological restoration: planning, design, construction assistance, monitoring

Trails & Recreation planning

Forestry & Fire resiliency

California Environmental Quality Act (CEQA) compliance

National Environmental Policy Act (NEPA) compliance

Federal, State, and local permitting

Grant writing

Stakeholder coordination

Public engagement, outreach & education

### EDUCATION

B.S., Environmental Science; Humboldt State University; 2002

### REGISTRATIONS / CERTIFICATIONS

Professional Wetland Scientist (PWS) No. 1993; Society of Wetland Scientists; 2002

Certified Professional Soil Scientist

Hazardous Waste Operations Emergency and Emergency Response (HAZWOPER)

### SELECTED PROFESSIONAL EXPERIENCE

**Project Coordinator; High Sierra Energy Foundation; Mammoth Lakes, California; July 2018-October 2022.**

- Coordinate Green Business Program - provide free technical assistance, agency coordination, stakeholder outreach, presentations, trainings.
- Lead education and outreach, design and implement workshops and events.

**Forestry and Fire Technician; Northern California Resource Center and USFS; Mad River, California; March 2021-August 2021.**

- Assist USFS Burned Area Emergency Response (BAER) team with post-fire soils/hydrology monitoring, road surveys, timber cruising, and GIS mapping.

**Regional Project Manager; California Trout; Mammoth Lakes, California; July 2019-March 2020.**

- Manage funding, program development, education and outreach.
- Lead contract development and management: June Mountain Whitebark Pine Restoration Project, alpine meadow restoration, greenhouse gas monitoring and Wetland Riparian Area Monitoring Plan (WRAMP) protocols.
- Convene partners, participate in regional committees & working groups including Rush/Mill/Bishop Creeks and Mono Lake issues/opportunities.
- Serve as local liaison with federal and state land managers, funders, partners, and stakeholders.

**Natural Resources Manager; Mammoth Lakes Trail and Public Access; Mammoth Lakes, California; July 2018-June 2019.**

- Coordinator for USFS & Town Public Works projects; project management; wayfinding; inspections, scope of work, cost estimates, workplans, procurement, QA/QC, and maintenance on public lands.

**Environmental Scientist & Job Manager; GHD Inc.; Eureka, California; June 2002-September 2017.**

- Project scientist for habitat mapping, sensitive plant and animal surveys, buffer assessments, and range & habitat management plans.
- Conduct agency and public communications and notifications; present technical and environmental documentation for scoping, hearings, and lead agency meetings.
- Lead project facilitation and permitting with USFWS, CDFW, Coastal Commission, state lands, Harbor and Water Districts, and local and regional regulators

**TRAINING**

California Rapid Assessment Method Practitioner (CRAM), San Francisco Estuary Institute, 2020

Grant Writing Workshop, Sierra Nevada Conservancy, 2019

Principles of Landscape Design, 2008

**MEMBERSHIPS**

California Native Plant Society (CNPS)

The Wildlife Society, Western Section

Professional Soil Scientists Association of California

Mono Basin Fire Safe Council

Sierra Meadows Partnership

California Forest Soils Council – Chair

California Green Business Network – Diversity and Equity Committee

Inyo-Mono Integrated Regional Water Management Program – Administrative Committee

- Assist contractors and engineer in implementation per plans and specifications; permit condition compliance, stormwater monitoring, and mitigation and monitoring requirements.
- Landscape restoration, planting and management plans in array of habitats including: oak woodlands, whitebark pine, alpine and mesic meadow, riparian, sage scrub, and estuarine.

**SELECTED PROJECT EXPERIENCE (\* denotes project experience prior to SWCA)**

**Lower Truckee River Restoration and Trails Grant Research Project; One Truckee River; Reno, Nevada.** Role: Project Manager. Oversee and update project funding and opportunities matrix; track state and Federal funding resources.

\* **Eco-Lodge Master Plan Rezoning & EIR; Redwood Parks Lodge; Orick, California.** Role: Project Manager. Groundwater monitoring, buffer assessment, corvid management plan, biological assessment (BA), and impact analysis for listed salmonids and Murrelet.

\* **Cannibal Island Restoration; Eel River Estuary; California.** Role: Project Manager. Facilitate partnership with adjacent agricultural landowners, address landowner disputes, access agreements, facilitate site visits and potential funder tours. Identify funding opportunities, facilitate scope and estimated costs, and secure funding.

\* **Eel River Estuary Preserve Prime Agriculture Soils & Resource Studies; California Coastal Conservancy; Eureka, California.** Role: Project Manager. Negotiated project-specific funding from the Coastal Conservancy for The Wildlands Conservancy to streamline baseline studies and permitting.

\* **Great Redwood Trail and California Coastal Trail Segments; Various Clients; California.** Role: Environmental Scientist. Study five (5) alternative linear project

alignments for eight trail section corridors. Field crew lead for natural resource surveys and management plans. Facilitate presentations and Q&A panels for project proponents, funders, and stakeholders, resource agencies, and public/private landowners.

\* **Airport RSA, Terminal, and Tree Obstruction Removal Projects; Border Coast Regional Airport Authority; and Crescent City, California.** Role: Environmental Scientist. Coordinate with Federal Aviation Association, the Coastal Commission, and USFWS. Lead field teams for multi-year efforts (over ten years), over 2,000 acres.

\* **Lower Klamath River Corridor Remote Sensing Vegetation Mapping; Yurok Tribe; Del Norte County, California.** Role: Environmental Scientist. Establish remote sensing field map with USFS and CalVeg national vegetation classes, conduct fieldwork to train GIS model for extremely remote and rugged study area (80,000 acres) stretching 20 miles upriver.

\* **Watershed and Sanitary Survey; Seqwater; Queensland, Australia.** Role: Environmental Scientist. Evaluate the watersheds for sanitary risks to water quality for supply and recreation within the Gold Coast catchment using USEPA manual. Identified potential diffuse and point sources, receptors, and likelihood to enter the catchment, and interview dischargers (ex., onsite sewage and grazing areas).

\* **Multi-Agency Coordination & Permit Applications; Various Clients; California.** Role: Environmental Scientist. Prepare applications, facilitate agency site visits and meetings, and secure permits from various regulatory agencies. Prepare documents for compliance with Section 10 and 404 of the Clean Water Act, Section 404(b) Alternatives Analysis for NEPA, Section 7 of the Endangered Species Act, CA Endangered Species Act, Section 401 of Clean Water Act (Water Quality Certifications), Waste Discharge Requirements, Section 1600 State Fish & Game Code (Stream Alteration Agreements), and California Coastal Act.

\* **Pygmy Forest Site Plan and CEQA Analysis for Transfer Station; Mendocino Solid Waste Management; Fort Bragg, California.** Role: Soil Scientist. Conduct analysis of potential impacts to unique soils, Pygmy Forest, and state sensitive listed plant species; cumulative analysis; mitigation plan; lead agency response to comments.

## LIZ HITZFELDER, M.A.GEO., GIS LEAD

Ms. Hitzfelder is an associate project geospatial scientist with a remote sensing and modeling background. She earned her Master of Applied Geography with a focus on Geographic Information Science. In graduate school, she specialized in the applications of remote sensing to assess vegetation differencing for climate-driven geomorphic changes in an arid landscape. She has experience with fire risk assessment modeling, development of the wildland urban interface (WUI), and GIS for community wildfire protection plans (CWPPs). She has expertise in using the Interagency Fuel Treatment Decision Support System (IFTDSS) to develop custom fuel and fire behavior models. She is proficient with Esri ArcGIS Pro, Esri Spatial Analyst extension, Esri ArcGIS Online Web and Mobile applications, ERDAS Imagine, Python, and Microsoft Office applications.

### YEARS OF EXPERIENCE

4

### EXPERTISE

ArcGIS, ArcPro, IFTDSS, Esri Online Applications, ERDAS Imagine, Pathfinder Office, Python, and other geospatial applications

GIS

### EDUCATION

B.S., Geography Water Resources, minor: Geology; Texas State University, San Marcos; 2017

Master of Applied Geography, Geographic Information Science; Texas State University, San Marcos; 2019

### SELECTED PROJECT EXPERIENCE

**Kern County CWPP; Kern County Fire Department; Kern County, California.** SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI areas. SWCA works in close cooperation with external stakeholders such as the U.S. Forest Service (USFS) in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: GIS Specialist.*

**Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California.** This CWPP planning effort covers at-risk areas including unincorporated and undeveloped land in the foothills and mountains of eastern Tulare County with intermixed private, state, and federal land. The resulting CWPP will adhere to Healthy Forest Restoration Act of 2003 and be aligned with the National Cohesive Wildland Fire Management Strategy. CWPP efforts include the facilitation of Core Team meetings and on-site risk assessments. The CWPP will identify priorities and recommendations for risk reduction projects, as well as increased public outreach, education, and awareness. *Role: GIS Specialist.*

**Three Rivers CWPP; Three Rivers Fire Safe Council; Tulare County, California.** SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI

areas in Three Rivers, California. SWCA is working in close cooperation with external stakeholders such as the USFS in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: GIS Specialist and Web Developer for Story Map.*

**Clark County WUI Assessment; Clark County Building Department; Clark County, Nevada.** SWCA provided a WUI delineation and wildfire hazard assessment as well as National Fire Protection Association 1144 surveys for communities within Clark County, Nevada. *Role: GIS Specialist.*

**Union County CWPP; Southern Five Regional Planning District and Development Commission; Union County, Illinois.** SWCA developed a CWPP that incorporates risk and hazard assessments of WUI areas in and adjacent to Union County. SWCA worked in close cooperation with external stakeholders, such as the USFS and Illinois Department of Natural Resources, and integrated existing GIS datasets to deliver recommendations for realistic measures to reduce the ignitability of structures throughout the area and reduce hazardous fuels. *Role: GIS Specialist.*

**Martha's Vineyard CWPP; Martha's Vineyard Commission; Multiple, Dukes County, Massachusetts.** SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI areas in Dukes County. SWCA is working in close cooperation with external stakeholders such as the Massachusetts Department of Conservation and Recreation in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: GIS Specialist.*



## CHRISTIAN TESTERMAN, B.S., CERPIT, FIRE PLANNER

Mr. Testerman will serve as a Fire Planner and is a Restoration Ecologist with a background in environmental science, ecology, and planning. He has over two years of experience assisting interdisciplinary teams in completing planning, engineering, and ecological restoration-based projects with an emphasis on technical writing and project controls. Mr. Testerman has worked on a wide variety of environmental service-related projects including river restoration, community wildfire protection planning, water resource planning, and energy transmission planning. His experience includes grant writing, field data collection, GIS spatial analysis, and public engagement. Mr. Testerman has worked with a diverse group of federal and state agencies, non-profits, and tribal governments. He has worked on various CWPPs across western states including in California Solano and Santa Clara counties and the community of 40 Acres in Inyo County.

### YEARS OF EXPERIENCE

2

### EXPERTISE

Restoration Ecology

Geospatial Analysis (GIS)

Fire planning

### EDUCATION

B.S., Environmental Studies; m. Ecology and Evolutionary Biology; m. Environmental Planning; University of Colorado at Boulder; Colorado; 2022

### CERTIFICATIONS

Ecological Restoration Practitioner in Training

### TRAINING

R Studio

ArcGIS

### SELECTED PROJECT EXPERIENCE

**Solano County CWPP; Solano County; Solano County, California.** SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP. The CWPP scope is in accordance with the Healthy Forest Restoration Act, National Cohesive Wildland Fire Management Strategy and the CAL FIRE guidelines. The purpose of the CWPP is to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the County; recommended actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an Action Plan with roles and responsibilities to ensure actions are taken to address risk and hazard. Our team is working closely with the County, local Fire Safe Councils, local fire authorities, CAL FIRE, Cal OES, and other relevant organizations to develop a comprehensive CWPP that identifies high wildfire risk areas, WUI communities, hazard reduction priorities and projects, and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: Plan Author. Authored sections of the first CWPP and assisted with project development.*

**Grand County Community Wildfire Protection Plan; Grand County, Colorado; Grand County, Colorado.** Grand County sought to update and expand the 2006 Community Wildfire Protection Plan (CWPP). The updated CWPP would take a comprehensive and inclusive view of the existing County and Fire Protection District (FPD) CWPP plans, which range from versions 2006 to 2016. The FPD are: East Grand, Granby, Grand Lake, Hot Sulphur Springs/Parshall, and Kremmling. The County has six incorporated towns, three unincorporated communities, and two major water utility providers. SWCA completed the plan, which met the intent of the Healthy Forest Restoration Act of 2003, the requirements of Colorado SB 09-001 for CWPP, the standards established by the Colorado State Forest Service for CWPP in their 2022 guidance document, and the specified standards of the Colorado State Forest Service for Development of CWPPs. SWCA proposed additional tasks that would exceed these standards for the County's consideration. *Role: Plan Author. Authored CWPP sections, preparing public outreach materials, and assisted with plan development.*

**Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California.** SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the wildland urban interface. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with CAL FIRE and public utilities. *Role: Plan Author. Assisted project development and authored plan sections.*

**New Mexico Wildfire Support 2022; New Mexico Energy, Minerals, and Natural Resources Department; Mora County, New Mexico.** SWCA implemented the build-out of the post-fire watershed response and recovery ArcGIS Hub Site for the 2022 Hermits Peak and Calf Canyon Fires and Cooks Peak Fire. SWCA structured interactive mapping for analysis, facilitated data integration, developed survey forms, and coordinated with stakeholders at the local, state, and federal levels. A basin-specific screening tool was developed by SWCA to allow government stakeholders to analyze site conditions and identify appropriate mitigation techniques. The structure of the Hub Site was so effective for collaborative planning and response that the state is planning to utilize the approach for future fire occurrences. *Role: Grant Writer. Assisted in submitting a funding application through NFWF's America the Beautiful Competition to complete a ranch wide planning document with a programmatic approach to forest and riparian restoration and wildfire mitigation.*

**San Francisquito Canyon Aquatic Barriers Restoration Program Environmental Services; Resource Institute, Inc.; Los Angeles County, California.** SWCA in partnership with The Resource Institute (RI) is working with the USFS on a NFWF grant to conduct river restoration at two distinct sites along San Francisquito Creek in the Angeles National Forest. The work is part of a programmatic, watershed approach to restoring AOP, for the California red-legged frog and unarmored threespine stickleback, both federal and state listed species. Design and implementation of NCD methodologies is underway at four high priority passage barriers along the creek; three AOP barriers are undersized culverts clogged with sediment and debris after fire activity, and the fourth is located at the site of the failed St. Francis Dam, where dam foundation remnants have blocked natural stream flows. Phase 1 of the Program involves baseline conditions analyses, natural channel design/engineering, road crossing design/engineering, developing all required permitting documents (including NEPA and CEQA), stakeholder and community outreach, and biological and cultural resource support (surveys, documents, and permits) To date, SWCA has drafted successful grant applications for \$1.5M in project-related funding. *Role: Project Controller. Managed tracking and reporting documents for matching funds contributing to rectification of aquatic organism barriers and riparian restoration.*

**Carmel River Floodplain Restoration; McBain Associates; Monterey County, California.** SWCA is currently providing environmental services to model, design, and permit restoration of an approximately 1-mile reach of the Carmel River in the Rancho Cañada Unit, Palo Corona Regional Park. SWCA is collaborating with McBain Associates and a 20-person technical advisory committee for holistic habitat restoration of 190 acres of former golf course to provide vital linkage from Palo Corona to Big Sur. *Role: Grant Writer. Assisted in the development of two federal, and one state grant applications to fund the restoration of riparian-floodplain habitats along the Carmel River by altering morphology, vegetation, and public access. This included background research, authoring proposal sections, and coordinating project resources.*

**NFWF Northern California Forests and Watersheds Restoration; American Conservation Experience (ACE); Eldorado, El Dorado County, California.** NFWF, in close cooperation with its U.S. Forest Service (USFS) federal partners, the Eldorado National Forest (ENF) and Lassen National Forest (LNF), facilitated the Northern California Forests and Watersheds Program (Program) for the recovery of lands and watersheds degraded from the influences of past wildfire events. This funding opportunity addressed the impact of two wildfires: Lassen National Forest's Storrie Fire and Eldorado National Forest's Power Fire. The Eldorado National Forest also provided funding from USFS's greater Collaborative Forest Landscape Restoration (CFLR) Cornerstone Project. Additionally, NFWF also funded meadow restoration within the Eldorado and Lassen National Forests and throughout the Sierra Nevada meadows range referenced in the Northern California Forests and Watersheds Restoration Strategy (Restoration Strategy), which is a precursor to a Northern California Forests and Watersheds business plan. *Role: Project Controller. Managed tracking and reporting documents for matching funds and volunteer hours that contributed to the development of a plant guide cataloguing plants with cultural significance to native tribes.*

**Potrero Nuevo Farm Agricultural Pond Conceptual Design and Restoration Project; San Mateo Resource Conservation District (RCD); San Mateo County, California.** SWCA is preparing a conceptual design for Phase I of the Potrero Nuevo Farm Agricultural Pond and Restoration Project. The Project will improve the agricultural relationship with the watershed by improving multi-benefit water storage and altering diversion timing. *Role: Grant Writer. Assisted in initial project scoping and grant application authoring, leading to the successful award of state funding for future project phases.*

**PacifiCorp Aeolus to Freezeout #2; PacifiCorp; Medicine Bow, Wy, Carbon County, Wyoming.** SWCA was contracted to research and write the development plan for the construction of transmission lines in southern Wyoming. *Role: Plan Author. Authored and edited sections of a transmission line plan of development, ensuring environmental due diligence.*

## TIM CLUTE, M.S., FIRE PLANNING SPECIALIST

Mr. Clute is a biologist who provides direct project support across the western United States. He has over 6 years of experience working in western U.S. ecosystems. His experience includes scientific research, public outreach, project management, technical writing, field operations, and field leadership in the states of California, Colorado, Nevada, New Mexico, Washington, Utah, Idaho, Oregon, and Montana. He has substantial knowledge in western forest and rangeland ecology and is well versed in the fire ecology of various western ecosystems. He has worked with multiple agencies regarding vegetation and forest management. Mr. Clute's thesis focused on the ecophysiology of common conifers growing in western Montana. His research sought to understand how different conifer species varied in their physiological adaptations to cope with drought. His research also sought to understand how changing precipitation patterns were reflected in the tree ring record. His work required collaboration with other academics, local forest managers, and researchers from the U.S. Geological Survey.

Mr. Clute has worked on CWPPs and other fire protection and vegetation management plans. In California, he was worked on the CWPPs for Kern and Tulare Counties and for the community of Three Rivers. In New Mexico, he is currently working on the Bernalillo County CWPP. He is also working on environmental permitting efforts for the Cross-Tie Transmission Line, a proposed electric transmission line connecting Utah and Nevada.

### YEARS OF EXPERIENCE

6

### EXPERTISE

Fire management planning

Wildfire and forestry

Biology (ecological sciences)

### EDUCATION

M.S., Biology; Montana State University; 2018

### REGISTRATIONS / CERTIFICATIONS

CPR Certified

### TRAINING

Forest Inventory and Analysis Training, USFS; 2014

Operational Leadership, National Park Service (NPS); 2019

Chainsaw Training, USFS; 2014

HAZWOPER, NPS; 2019

ATV/UTV Training, NPS; 2019

Teaching Assistant, Montana State University; 2018

### SELECTED PROJECT EXPERIENCE (\* denotes project experience prior to SWCA)

**Cross-Tie Transmission Line Environmental Impact Statement (EIS); Confidential Client; White Pine County, Utah.** SWCA is serving as the third-party National Environmental Policy Act (NEPA) contractor responsible for preparing an EIS for a proposed approximately 214-mile-long extra-high-voltage transmission line crossing Bureau of Land Management, U.S. Forest Service, state, and private land in west-central Utah and east-central Nevada. Facilities will consist of transmission line structures and conductors, two substations, access roads, and associated temporary work spaces. SWCA is currently in the pre-notice of intent phase of the NEPA process and working with the lead federal agency and cooperating agencies to complete an EIS preparation plan, identify potential resource issues, and develop a set of preliminary resource constraints to be considered in alternatives development. The main issues identified include visual and cultural resources, existing land use and recreation, and special designations. SWCA is contracted to lead and complete the NEPA process through the public scoping, analysis planning, draft EIS development, public comment period, and final EIS and Record of Decision phases. *Role: Assistant Project Manager. Participating in meetings and drafting the EIS document.*

**Kern County CWPP; Kern County Fire Department; Kern County, California.** SWCA is developing a CWPP that incorporates risk and hazard assessments of wildland urban interface areas. SWCA works in close cooperation with external stakeholders such as the U.S. Forest Service (USFS) in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: Environmental Specialist and Report Co-Author.*

**Tulare County CWPP; Tulare County Resource Conservation District; Tulare County, California.** SWCA is developing a CWPP that covers at-risk areas, including unincorporated and undeveloped land in the foothills and mountains of eastern Tulare County, which includes an intermix of federal, state, and private land. *Role: Environmental Specialist and Report Co-Author.*

**Three Rivers CWPP; Three Rivers Fire Safe Council; Tulare County, California.** SWCA is developing a CWPP that incorporates risk and hazard assessments of WUI areas in Three Rivers, California. SWCA is working in close cooperation with external stakeholders such as the U.S. Forest Service (USFS) in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: Environmental Specialist and Report Co-Author.*

**Solano County CWPP; Solano County; Fairfield, Solano County, California.** SWCA was contracted by the County of Solano to develop a comprehensive countywide CWPP. The CWPP scope is in accordance with the Healthy Forest Restoration Act, National Cohesive Wildland Fire Management Strategy and the CAL FIRE guidelines. The purpose of the CWPP is to provide stakeholders and those living in Solano County with an overview of wildland fire risks, hazards, and values within the County; recommended actions (which are guided by extensive scientific data analysis) to reduce the risk of catastrophic wildfire to communities; and develop an Action Plan with roles and responsibilities to ensure actions are taken to address risk and hazard. Our team is working closely with the County, local Fire Safe Councils, local fire authorities, CAL FIRE, Cal OES, and other relevant organizations to develop a comprehensive CWPP that identifies high wildfire risk areas, WUI communities, hazard reduction priorities and projects, and high-value assets in need of protection from wildfires, among other objectives. The plan includes local community engagement to ensure broad public and stakeholder support. *Role: Assessed current capabilities and programs in the County to reduce risk to wildfire.*

**Bears Ears National Monument RMP/EIS; U.S. Bureau of Land Management; Grady County, Utah.** Presidential Proclamation 10285, issued in 2021, restored the boundaries of the Bears Ears National Monument that were previously in place in 2017 and describes the entire Bears Ears landscape as an object of historic and scientific interest as well as spiritual significance. Following the proclamation, SWCA was selected to support the BLM and USFS to prepare a new Resource Management Plan and Environmental Impact Statement for the Monument. SWCA is in the process of working with both agencies to prepare the RMP/EIS in accordance with the NEPA requirements. *Role: Collaborated with the BLM and USFS to draft the Analysis of the Management Situation for the wildland fire environment in the restored boundaries of BENM. Work included compiling and analyzing fire and fuels data from federal and state land managers and relating it ongoing and planned management policy.*

**Bernalillo County CWPP Update; Bernalillo County Fire; Bernalillo County, New Mexico.** SWCA is developing a CWPP that incorporates risk and hazard assessments of wildland-urban interface areas in and adjacent to Bernalillo County. SWCA is working in close cooperation with external stakeholders such as the U.S. Forest Service in order to identify fuel treatments to complement existing and planned fuel reduction efforts in the project area. *Role: Environmental Specialist. Report co-author*

**Whitebark Institute Community Wildfire Protection Plan Services; The Whitebark Institute of Interdisciplinary Environmental Sciences; Inyo County, California.** SWCA is developing two detailed community-scale CWPPs for the communities of Independence and 40 Acres to address wildfire hazards and risks in the WUI. SWCA is working with the communities' Fire Safe Councils, Inyo County representatives, local fire departments, and state and federal partners to develop mitigation measures to address wildfire risk. The project involves extensive public outreach and collaboration with the California Department of Forestry and Fire Protection (CAL FIRE) and public utilities. *Role: Currently serving as a lead technical author for the plan. Work has included compiling and analyzing fire and fuels data, assisting with the creation of the County's wildfire risk assessment, conducting a roads and evacuation analysis, and compiling a list of community recommendations to reduce wildfire fire risk and improve wildfire response.*

**Grand County Community Wildfire Protection Plan; Grand County, Colorado; Grand County, Colorado.** SWCA is developing a Community Wildfire Protection Plan (CWPP) that incorporates risk and hazard assessments of WUI areas in Grand County. The CWPP assesses values at risks to impacts from wildfire, including life and property, critical infrastructure, and natural resources and assets. SWCA is working in close cooperation with external stakeholders, such as the U.S. Forest Service, Colorado State Forest Service, and the Colorado Forest Restoration Institute, to complement existing and planned fuel reduction efforts and integrate the most recent GIS applications and fire behavior modeling techniques available for the area. The CWPP is being developed in an area significantly impacted by the 2020 East Troublesome Fire, and therefore wildfire preparedness is at the forefront of residents' minds to mitigate a similar event in the future. SWCA is working closely with Grand County staff and land managers and the local fire council to ensure that public engagement is handled collaboratively and sensitively and that the plan is effective in addressing wildfire risk in this fire-adapted community. *Role: Currently serving as a lead technical author for the plan. Work has included compiling and analyzing fire and fuels data, assisting with the creation of the County's wildfire risk assessment, conducting a roads and evacuation analysis, and compiling a list of community recommendations to reduce wildfire fire risk and improve wildfire response.*

## RYAN SAGGESE, B.S., FIRE PLANNING SPECIALIST

Ryan Saggese is a Wildfire Planning Specialist and recent graduate from California Polytechnic State University San Luis Obispo with a degree in Environmental Management and Protection. His duties for this project include analyzing data, assisting in the creation of community fire risk maps, establishing hazard reduction actions, and preparing and drafting technical documentation for the CWPP. Mr. Saggese has experience conducting Greenhouse Gas emission analysis and wildfire modeling research in partnership with The California Department of Forestry and Fire Protection (CAL FIRE). Additionally, he has worked in climate adaptation planning where he assisted in developing a Fuel Mitigation and Fire Management Plan for Garland Ranch Regional Park in Monterey County California.

### SELECTED PROJECT EXPERIENCE (\* denotes project experience prior to SWCA)

**Garland Ranch Regional Park Fuel Mitigation and Fire Management Plan; Monterey Peninsula Regional Parks District; Monterey County, California.** The Monterey Peninsula regional parks district sought to prepare a 15-year Plan to address wildfire management and necessary wildfire hazard reduction within Garland Ranch Regional Park. This was to be carried out through risk assessment, historical background review, vegetative data analysis, ground verification, and other best practices commonly used to prescribe effective fuel treatments and management activities. *Role: Climate Change Intern – Rincon Consultants. Facilitated meetings, served as primary report author for Background Memorandum.*

#### YEARS OF EXPERIENCE

1

#### EXPERTISE

Forest Vegetation Simulator

Climate Action Plans, General Plans, Community Plans

IFTDSS

Forest Carbon Analysis

ArcGIS Pro

#### EDUCATION

B.S., Environmental Management and Protection; California Polytechnic State University; San Luis Obispo, California; 2022

#### AWARDS / HONORS

Cum Laude – California Polytechnic State University, San Luis Obispo

#### SELECTED WORK EXPERIENCE

**Cal Fire; California.** *Role: Greenhouse Gas Reduction Fund Research Assistant. Utilized data analysis tools such as ArcGIS Pro, R Script, Microsoft Excel, and Forest Vegetation Simulator to quantify forest carbon yields and GHG emissions. Evaluated forest health projects provided by Cal Fire. Collaborated in a workflow-oriented team setting to achieve common goals with our individual projects.*

**Rincon Consultants; California.** *Role: Climate Change Intern. Assisted with the preparation of Climate Action Plans, General Plans, Community Plans, and other comprehensive planning documents. Conducted research on grants regarding climate vulnerability and adaptation. Reviewed work scopes for compliance with state regulations and plans, building code standards, and comprehensive plan policies. Prepared background report and supportive research for a wildfire management and fuel mitigation plan for a Monterey County, California regional park.*



## **RICHARD C. MCCREA**

**Education:** B.S. in Forestry, University of Montana

### **Work History:**

2009-Present

- Wildland Fire Management Consultant, LarchFire LLC (CEO)
- Wildland Fire Associates, Associate
- Fire Behavior Analyst, Incident Management Teams
- Communications Committee, Wildfire Magazine, International Association of Wildland Fire

1997-2008 National Fire Planner, Bureau of Indian Affairs (BIA), National Interagency Fire Center

1992-1997 Forester & Fire Management Officer, BIA, Northern Pueblos Agency, New Mexico

1983-1992 Forester & Fire Management Officer, BIA, Olympic Peninsula Agency, Washington

1978-1983 Forester & Fire Management Officer, BIA, Rocky Boys Agency, Montana

1975-1978 Firefighter, forestry technician, Helena Interagency Hotshot Crew, Forest Service in Idaho and Montana

### **Specialized Experience:**

- Fire Management Planning and Program Review, Mescalero Apache Tribe, NM, 2019 (Wildland Fire Associates).
- Fire Modeling Analysis & Scenario Development, Las Conchas Fire, Colorado State University, 2017-2019 (Wildland Fire Associates).
- NWCG qualifications: Fire Behavior Analyst, 1993-2022.
- Fire Behavior Specialist, Wildland Fire Decision Support System, 2019.
- Fire Behavior Analyst, Terwilliger Fire, 2018, Willamette NF in Oregon, Type 2 IMT.
- Fire Behavior Analyst, Jones Fire, 2017, Willamette NF in Oregon, Type 2 IMT.
- Instructor experience: Instructor for basic firefighter and fire behavior (S-130, S-190), Intermediate Wildland Fire Behavior (S-290), Advanced/Intermediate Fire Behavior Calculations (S-390, S-490) and FARSITE (S-493).
- Instructor for specialized training in US National Grid and wildland fire applications, FireFamily Plus and management of weather data, Weather Information Management System (WIMS), and the National Fire Danger Rating System (NFDRS).
- Risk assessment, fuel/vegetation analysis, fire modeling and burn severity analysis, using the Wildland Fire Decision Support System (WFDSS), FARSITE, FlamMap, and Landfire.

## **Richard Kattelmann**

Hydrologist

143 Jeffrey Pine Road, Crowley Lake, CA 93546

760 935 4088      rick@whitebarkinstitute.org



### **Areas of Specialization:**

Snow and mountain hydrology, watershed management, wildfire risk mitigation

### **EDUCATION**

Ph.D., Geography, 1995, University of California, Santa Barbara

M.S., Forest Hydrology, 1981, University of California, Berkeley

B.S., Forestry, 1979, University of California, Berkeley

### **EMPLOYMENT**

Wildfire Risk Mitigation Specialist, RFFCP via ECWA & Whitebark, 2020-present

Hydrologist, California Trout via TSS Consultants, 2021-2022

Wildfire Science Advisor, ESCCRP via Plumas Corporation, 2020-2022

Hydrologist, Inyo-Mono Regional Water Mgmt Group via ECWA & CRWA, 2011-2022

Consulting Hydrologist, private practice, 2000-2010

Assistant Researcher, Bren School of Environmental Science & Mgmt, UCSB, 1995-2000

Visiting Instructor, Dept. of Earth Resources, Colorado State University, 1997

Consultant to Sierra Nevada Ecosystem Project, University of California, Davis, 1993-1996

Researcher and Research Assistant, University of California, Santa Barbara, 1985-1995

Hydrologist, Central Sierra Snow Lab, PSWFRES, USDA-Forest Service, 1980-1985

### **PROFESSIONAL ACTIVITIES**

Certified Professional Hydrologist    American Institute of Hydrology    1988 to 2007

Author of more than 100 technical papers concerning hydrology & watershed management

# HEIDI JENNIFER PORRAS PETERS

June Lake, CA | [heidi@whitebarkinstitute.org](mailto:heidi@whitebarkinstitute.org) | 760.648.3516



## Environmental Education and Outreach with Strategic Sectors

NGO | Education | Community | Government | Academia

Passionate binational and bilingual conservation professional with extensive experience in outdoor environmental education, strategic collaboration and communication of natural resource issues to diverse communities. Academic background in marine resource management. Deep knowledge of community dynamics and challenges. Demonstrated ability to learn, absorb and transfer technical content to non-technical audiences. Partnership builder, adaptable to changing environments and organization dynamics. Mediator and problem solver with a knack for identifying strategic solutions. Active listener and communicator. Confident and motivated, brings balance, perspective and joy to workplaces whether in the field or office.

## AREAS OF EXPERTISE

Experiential Environmental Education Delivery	Donor Relations & Reporting	Risk Management
Curriculum Development	Stakeholder Engagement & Outreach	Watershed and Watershed Issues
Collaborative Community Initiatives	Marine, Coastal & Desert Ecology	

## PROFESSIONAL EXPERIENCE

**Whitebark Institute of Interdisciplinary Environmental Sciences**, Mammoth Lakes, CA, USA

June 2022 - Present

U.S. non-profit organization dedicated to do interdisciplinary environmental problem-solving in the eastern Sierra region of California.

*Outreach & Education Coordinator (June 2022-Present):* Responsible for the communication and outreach department which main priority is to raise awareness and acceptance of the need for proactive forest restoration actions around the Town of Mammoth Lakes among target audiences.

**Ecology Project International (EPI-Mexico)**, La Paz, B.C.S, Mexico

2012 – 2022

U.S. based organization that engages youth through science-based field programs in various countries.

*Program Supervisor (September 2021-August 2022):* Responsible for oversight and supervision of EPI Mexico's program, communication and outreach coordinators and for developing new high-value collaborator relationships. Primary responsibilities include ensuring Mexico's achievement of organization-wide priorities and initiatives; monitoring program's new initiatives and budgets; report writing; coordinating and monitoring risk management systems. Ongoing participation in collaborative projects listed below:

### Urban Oasis Project

- Contributed design and implementation in collaborative urban ecology community project.
- Project transformed two abandoned public spaces into multifunctional green spaces using green infrastructure and native plant reforestation to promote rainwater harvesting and micro-climate regulation with the participation of 60 members of local community in La Paz.

### Community Health and Biodiversity Program (One Health)

- Coordinated team of 20 (content creators, web programmers, editors, videographers and graphic designers) to create an online distance learning educational program related to One Health and Zoonosis for Mexico's National Commission of Natural Protected Areas (CONANP).
- Program reached 200 rural schools, 580 teachers and aims to reach 18,000 students located near 16 Natural Protected Areas in Central Mexico by June 2022, contributing to the creation of communities in balance with the environment.
- Ongoing coordination of Program's website development and dissemination material.

*Program Coordinator (October 2014 – December 2020):* Responsible for implementation and coordination of EPI Mexico's Field Initiatives for local and international students and educators. Primary responsibilities included ensuring EPI's active participation in science-based conservation and sustainability projects and supervising the data collection process and databases; instructor training and supervision; program specific risk management; site and theme-specific student-centered curriculum development; management of student evaluation process; and coordination with recruitment department and international chaperones. Projects and initiatives achieved:



- Lead internal change within organization to include and focus on social science and community issues as part of curricula (e.g watershed issues).
- Building teacher capacity by co-creating and implementing experiential professional development workshops for local and international teachers.
- Co-created and implemented a training workshop for the Promoters of Water Culture for the La Paz municipal water agency (OOMSAPAS) and the National Water Commission (CONAGUA) to help raise awareness among the local population about the importance of the watersheds and citizen participation in water management.
- Co-organized annual community outreach festival, creating the Mi Comunidad Sustentable collaboration.
- Designed and implemented a marine ecology and sustainable fishing education program for multi-age groups of students in six fishing rural communities along the coast of Baja California Sur, Mexico.
- Represented EPI as the education leader in a coalition building effort that resulted in passage of statewide legislation to regulate and limit the use of single use plastic in the state of Baja California Sur, Mexico

*Field Instructor* (September 2012 – September 2014): Lead over 30 environmental educational courses in collaboration with scientific partners for over 450 local and international students and educators in urban and remote areas in different ecosystems (desert, coastal marine, sierra and rainforest).

**Acuarell Kindergarten**, Puerto Vallarta, Jalisco, Mexico 2011 – 2012  
*Pre-K English teacher*: Managed and instructed groups of 10–15 three-year-old students.

**Rutas Patagonia**, Torres del Paine National Park, Región de Última Esperanza, Chile. 2007 – 2010

**Sea Kayak Adventures**, Loreto, B.C.S., Mexico and Vancouver Island, B.C., Canada 2004 – 2006

**Baja Outdoor Activities**, La Paz, B.C.S. Mexico 2004 – 2006

*Kayak instructor, environmental educator and naturalist guide (ocean, river and lake kayak expedition & whale watching tours)*:  
 Lead large groups on multi-day kayak expeditions in diverse conditions; planned all logistics, served as interpretive naturalist.

**Centro Interdisciplinario de Ciencias Marinas (CICIMAR)**, La Paz, B.C.S., Mexico. 2001 – 2003

*Technician, Laboratory of Ecology of Marine Mammals*: Coordinated field research, collected and processed fecal and tissue samples, wrote technical reports and publications.

## FELLOWSHIPS

Beetles Leadership Institute

Urban Ecology Center of Minnesota

Monterey Bay Aquarium Project Based Education

## COURSES AND CERTIFICATIONS

Foundations for System Leadership & Awareness-Based Systems Change workshop – December 2020

Leadership Training Workshop (Liderazgo Pescadero), Fondo Noroeste AC - May / August 2018

Quantum Learning course for teachers. PROBEA - January 2014

Wilderness First Aid Responder course (WFR) and CPR. Wilderness Medicine Institute -Current 2004-2022

“Mexican Educator Kayak and Sailing module” and “Leave No Trace”. NOLS - January 2001 / February 2018

## EDUCATION

Master in Sciences – Management of Marine Resources. CICIMAR. La Paz, B.C.S. Mexico - 2004

Bachelor of Arts – Marine Biology. Universidad Autónoma de Baja California Sur (UABCS). La Paz, B.C.S. Mexico - 2001

## PUBLICATIONS

Robledo-Mejía, M. L. H. Porras-Peters, y D. Schimelpfenig. (2019). Activating youth: Building core capacities to create environmental leaders. Oral presentation. NAAEE. Spokane, Washington, USA.

Porras-Peters, Heidi; Auriolos-Gamboa, David; Cruz-Escalona, Victor Hugo; Koch, Paul L. 2008. Trophic level and overlap of sea lions (*Zalophus californianus*) in the Gulf of California, Mexico. *Marine Mammal Science*. 24(3): 554-576.



Erin L. Elliott

Botanist and Environmental Scientist

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Bishop CA 93514  
805.459.0756  
[elouisebee@gmail.com](mailto:elouisebee@gmail.com)

#### Education

- B.S. Environmental Studies, Prescott College, 2011
- Rangeland & Fire Ecology Professional Development Program, University of Nevada Reno (currently enrolled)

#### Discipline Areas

- Botany
- Wildlife Biology
- Wetlands Ecology
- Monitoring
- Restoration
- Environmental Compliance
- Recreation and Land Management

#### Trainings & Certifications

- **Riparian Management and Restoration** (REM 499) (9/1/22-10/21/22) University of Nevada Reno
- **Rangeland Restoration Ecology** (REM 498) (03-01-05/12/2022) University of Nevada Reno
- **CPR / First Aid / AED Training and Certification** (January 2021)
- **Basic Wetland Delineation Training** (04/15-04/16/2021) Wetland Training Institute
- **SCE Stations Conditions Training** (03/10/2021)
- **Assessment, Inventory, and Monitoring** (AIM) Terrestrial Field Methods (02/27-03/02/2018)
- **Proper Functioning Condition Assessment for Integrated Riparian Management** (07/25- 07/27/2017)
- **Identification of Grasses** (05/21- 05/22/2017) The University of Nevada Reno Herbarium
- **Botany Training** (05/15-05/17/2017) The University of Nevada Reno Herbarium
- **Tortoise Handling Workshop** (11/2011) Desert Tortoise Council

#### Summary of Experience

I am an ecological enthusiast with a background in botany, natural resource management, wildlife ecology, and recreation management. I have extensive experience completing regional protocol-level botanical and ecological inventories as well as a diversity of field work, including rare plant and noxious weed surveys, small mammal surveys, nesting bird surveys, wetlands jurisdictional delineations, and restoration and habitat improvement projects. I am motivated to utilize my professional skillset to work towards achieving healthy landscapes that are resilient to disturbances and changing climate.

#### Significant Projects

**Environmental Scientist – Whitebark Institute for Interdisciplinary Environmental Sciences – Eastern Sierra Region, California.** This position involves the following projects and roles:

- **Staff Botanist and Recreation Specialist** – Provide botanical and recreation asset expertise and conduct environmental planning services to support the Eastern Sierra Pace & Scale Accelerator grant. In this role I support community wildfire protection and sustainable recreation projects striving to improve the ecological and economic sustainability of the eastern Sierra, with a large focus on the Eastern Sierra Climate & Communities Resilience Project. This position is responsible for performing work involved in Natural Resources Planning and Environmental law compliance, including the National Environmental Policy Act (NEPA) in support of the Eastern Sierra Council of Governments Sustainable Recreation and Ecosystem Management (SREM) Program.
- **Eastern Sierra Subregion Regional Forest and Fire Capacity Program (RFFCP) Coordinator** – Support the Sierra Nevada Conservancy's RFFCP grant program to prioritize, plan, and implement projects that improve forest health and fire resiliency, facilitate greenhouse gas emissions reductions, and increase carbon sequestration in communities throughout the Eastern Sierra subregion (Alpine, Mono, and Inyo Counties). Building collaborative efforts and supporting local leadership to address geographically specific needs and priorities with respect to landscape health and fire resilience.

**Senior Staff Scientist - Cardno now Stantec - Bishop Field Office, California.** Supported a diversity of project work as a Senior Staff Scientist with Cardno. Significant projects and roles included:

- **Field Biologist – Southern California Edison (SCE) Environmental On-Call Program - Bishop, California.** Conducted construction monitoring, pre-construction site sweeps, biological surveys, nesting bird and woodpecker surveys, water quality monitoring, wetland jurisdictional delineations, and fish rescues. Ensured that projects were completed in compliance with biological, wetlands, and archeological measures, as well as any California Department of Fish and Wildlife (CDFW), State Water Quality Control Boards (SWQCB), and United States Army Corps of Engineers (USACE) permits.

- **Botanist - Placer County Water Agency (PCWA) Botanical Surveys (2021).** Conducted botanical surveys for special-status plants and noxious weeds on the El Dorado National Forest for PCWA in May and July of 2021.
- **Botanist - Rafter 7 Ranch Botanical Surveys & Yellow-Billed Cuckoo Habitat Mapping- Yerington, Nevada (2020).** Conducted botanical field surveys for special-status plants and noxious weeds at Rafter 7 Ranch within the Walker River State Recreation Area. These surveys contributed to the discovery and documentation of multiple occurrences for sagebrush cholla (*Grusonia pulchella*), as well as many noxious weed populations. Served as the project botanist conducting habitat assessment and mapping for yellow-billed cuckoo at the Rafter 7 Ranch.
- **Botanist - Springville Clarkia Botanical Surveys (SCE)-Springville, California (2022).** Conducted botanical inventory for Springville clarkia (*Clarkia springvillensis*) and noxious weeds
- **Biologist – Southern California Edison (SCE) Environmental Compliance – California.** Conducted environmental reviews of SCE operations and maintenance projects throughout California and performed biological surveys. biological and wetlands desktop analysis of transmission and distribution projects and provides QA/QC and guidance for team members. Prepared wetland permitting applications (404, 401, and 1602 and drafted Jurisdictional Delineation and Habitat Assessment reports.
- **Project Manager – Cuddeback and Pick High Fire Areas (HFAs) - SCE Environmental Compliance- California.** Served as the SCE Environmental HFA Environmental Lead for two covered conductor projects. Directed requisite environmental trainings, hosted management calls, conducted biological and wetlands desktop analysis, and arranged field surveys and scheduling in coordination with SCE and construction project coordinators to ensure that work was completed in compliance with appropriate environmental measures, project permits, SWPPP, etc.

**Biological Specialist – Bi-State Sage Grouse - Great Basin Institute; Bureau of Land Management - Bishop Field Office, California.** Supported a broad spectrum of projects within wildlife management, rangeland management, and recreation. Contributed to the design, implementation, monitoring, and completion of projects designed to enhance, rehabilitate, and restore Bi-State sage grouse habitat on BLM administered public lands with the Bishop Field Office. This position involved the following projects and roles:

- Assessing riparian areas for meadow restoration. Organizing and managing restoration and habitat improvement efforts in a variety of habitats. Working in correlation with USGS and USFWS to monitor and maintain habitat for special-status fish species.
- Performing noxious weed and special-status plant surveys.
- Assisting with the preparation for and implementation of pinyon-juniper treatments in the Bishop Field Office to improve and conserve Sage-grouse habitat. Performing pre-treatment special-status plant surveys. Evaluating BLM lands for potential future pinyon-juniper treatments.
- Planning, preparing for, and leading habitat improvement volunteer events. Developing and producing public outreach flyers, social media posts, etc. relevant to work projects and events.
- Coordinating Assessment Inventory and Monitoring project specifics with GBI Survey Crews to ensure BLM stipulations and speculations were met. Reviewing and assisting with the approval of AIM study design (plot locations, prioritization of field work, etc.). Reviewing AIM DIMA datasets and botanical species lists and performing site visits to help with data quality control and verification of species identification.

SWCA

**APPENDIX B:**  
Original Signed Request for Proposal



## **Request for Proposal**

### **Inyo County Community Wildfire Protection Plan Update**

**RFP Number: OES-2022-12-01**

**Release Date:** December 28, 2022

**For information:** Inyo County Administration  
Office of Emergency Services  
P.O. Drawer N  
Independence, CA 93526  
mtorres@inyocounty.us

**A. Purpose**

The purpose of this Request for Proposal (RFP) is to define Inyo County’s minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services rendered by proposers. The Inyo County Office of Emergency Services is seeking written proposals from experienced consultants to revise and update the County’s Community Wildfire Protection Plan (CWPP). The update will include all elements required by the Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (CalOES).

**B. Term of Contract and Scope of Work**

Term of contract is anticipated to be up to thirty-six (36) months. See Attachment A for “Project Description and Scope of Services”

**C. Schedule of Events**

<b>December 28, 2022</b>	<b>Request for Proposal released</b>
<b>January 18, 2023</b>	<b>Questions Due by 3:00 pm (PST)</b>
<b>January 25, 2023</b>	<b>Responses to questions will be published on the County Website</b>
<b>February 1, 2023</b>	<b>Proposals due by 3:00 pm (PST)</b>
<b>February 2 - 8, 2023</b>	<b>County review period &amp; negotiations</b>
<b>February 15, 2023</b>	<b>Intent to Award Notifications sent out</b>
<b>February 22, 2023</b>	<b>Contract approval and contract start date</b>

\*These dates may be changed at the discretion of Inyo County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

**D. Submission Process**

Respondents shall submit in a sealed envelope one (1) signed original RFP to:

Inyo County Administration  
Office of Emergency Services  
P.O. Drawer N  
Independence, CA 93526

Sealed envelope containing original signed RFP should be marked as follows: “Inyo County Community Wildfire Protection Plan Update”. Proposals received in the Inyo County Administration Office after February 1, 2023 – 3:00 p.m. will not be considered under any circumstances and will be returned to the sender.

Proposals may be delivered in person, U.S. Mail, or Common Carrier. No electronic or facsimile copies will be accepted. It is the responsibility of the submitting party to ensure timely delivery.

Proposals must be submitted following the format provided in this RFP. RFPs not submitted in the manner prescribed herein will not be considered.

**E. General Conditions**

By submitting a proposal, the Respondent represents and warrants that:

- a. The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a sham proposal, or any other Respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage; and
- b. The Respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the County.

This solicitation and related information can be found at <https://www.inyocounty.us/emergency-services> Inyo County does not guarantee the accuracy of information posted on or obtained from third party organizations.

All proposals become the property of the County. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the Respondent unless they are not submitted in a timely manner.

Proposals will become a public record and available for release to the public upon selection of a successful Respondent and Intent to Award Notification is distributed. Respondents shall specify in their cover letter if they desire that any portion of their proposal be treated as proprietary and not releasable as public information. If Respondent chooses to claim any information as proprietary, it must specify those sections in the cover letter and provide any legal justification for treatment as such. However, Respondents should be aware that all such requests may be subject to legal review and challenge. In such event, each Respondent shall be responsible for the legal defense against the release of their proposal as public information.

The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

The County reserves the right to request additional information not included in this RFP from any or all Respondents after proposal due date.

The County reserves the right to contact references not provided in the submittals.

The County reserves the right to incorporate its standard language into any contract resulting from this solicitation. The County's contract template is attached for reference as "Attachment C". Templates are attached for reference only and do not need to be signed or returned with proposal.

The County reserves the right to reject any and all proposals or any part of a proposal if it is determined it is not in the best interest of the County.

The County reserves the right to reject the proposal of any submitter who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a Respondent who is not in a position to perform such a contract satisfactorily. The County may reject the proposal of any Respondent who is in default of the payment of taxes, or other monies due to Inyo County.

The County reserves the right to terminate the RFP.

An individual who is authorized to bind the proposing agency contractually shall sign the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.

**F. Security and Privacy.**

All Consultant team members allowed to perform field investigations shall be included in an approved list and verified through picture identification. Only verified field evaluators and team members will be allowed to enter Inyo County facilities or perform investigations within County owned areas.

**G. Modification or Withdrawal**

Any modification, amendment, addition, or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

**NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE UNLESS REQUESTED BY THE COUNTY.**

At any time prior to the specified time and date set for the proposal due date, a designated representative of the Responding agency may withdraw the submission provided that such person provides acceptable proof of his or her identity and such person signs a receipt. No submissions may be withdrawn or returned after the date and time set for final submission.

**H. Information Resource**

Direct questions about this RFP to Inyo County Office of Emergency Services via email to:

**Mikaela Torres**  
[mtorres@inyocounty.us](mailto:mtorres@inyocounty.us)

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential Respondent. Except for the above named, potential Respondents should not contact Inyo County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the proposal.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

**I. Organization of Proposal**

Proposals shall contain the following information and shall be organized in the same order as provided herein. Each of these section headers shall be listed in submitted proposal with pertinent information provided under the specific header:

1. Cover Page. Cover page shall state Title and RFP number (**Inyo County Community Wildfire Protection Plan Update, RFP Number OES- 2022-12-01**) date of submission; and



name and signature of the person who is authorized to make decisions and represent the submitting firm with respect to this RFP.

2. Company Information. This section shall state:

- a. The legal name of the company which can enter into a contract with the County of Inyo and any alternate names for which the company is known (D.B.A.);
- b. Mailing, and physical address(es);
- c. Remit-to billing address;
- d. Phone, fax, and website (if applicable);
- e. Organization type;
- f. Federal I.D. number;
- g. DUN's Number;
- h. List of owners;
- i. List of corporate officers with titles (if applicable); and
- j. Name (first and last), title, mailing address, phone number, fax, and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

3. Company History, Experience, and Qualifications. *See Attachment B.* This section shall consist of the information requested in Attachment B Item #1 to allow for review of company history, experience, and qualifications other than proposed pricing. Each question/information request should be copied into proposal with answers following each request.

4. Pricing Information/Structure, *See Attachment B.* This section shall consist of the information requested in Attachment B Items #2 and #3 and shall communicate your proposed price for required services.

5. Samples. Submit three (3) sample approved CWPP's (in electronic files) including an example of project scheduling and duration control. Examples of projects commissioned within the last five years of similar size and scope are preferred.

6. Disclosures. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The County of Inyo reserves the right to reject any proposal based upon the Proposer's prior history with the County of Inyo or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

**If there are no disclosures to report, this section must still be included in submittal with an indication that there are no reportable disclosures.**

7. Insurance Requirement. This section shall contain a written statement indicating proposer's willingness and ability to meet all of the County's insurance requirements as indicated in *Attachment C-Inyo Standard Contract Agreement, Section 9.*

Respondents who are unable to meet all of the County's insurance requirements may submit with their proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Manager. Failure to meet the County's insurance requirements, as determined by County Counsel and County Risk Management, may be sufficient reason for disqualification from the selection

process.

8. RFP Addenda, if any. Any and all addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. See *Section L* below.

*All information provided as a response to this RFP should be in the context of the information requested in the RFP. Please do not submit additional flyers, brochures, marketing material, etc.*

#### **J. Evaluation Process.**

An evaluation team will rank the proposals received in accordance with the terms of this RFP in the following manner:

Company History, Experience, and Qualifications. See Attachment B – 70 points

Work Plan and Schedule – 15 points

Pricing / Rate Proposal – 15 points

#### **K. Award**

The County intends to award a contract to the firm who distinguish themselves as capable of the type and breadth of services provided for in *Attachment A - Project Description and Scope of Services*, as evident in submitted Proposal. Selection and determination of qualifications is at the sole discretion of the County.

If deemed necessary by the evaluation team, additional investigation may be performed to gather adequate information pertaining to any consultant. If reference checks reveal untruthful statements of qualifications, that respective proposal will be rejected.

The County will attempt to negotiate a mutually satisfactory contract with the firm submitting the top ranked Proposal. If no contract can be successfully negotiated with the top ranked Respondents, then the County may, at its election, enter into negotiations with the next highest ranked Respondent; and move down the list of Respondents in order of scoring until a contract can be negotiated.

After a mutually satisfactory agreement has been negotiated including the approval of all required insurance and endorsements, the final selection of the Consultant will be presented to the Board of Supervisors with a recommendation for award of the contract. A copy of the *County of Inyo Standard Contract Agreement – Modified Contract No. 113* is included as *Attachment C*.

The County reserves the right to:

- a. Examine the experience and capability of the firm's team members. The County may object to specific proposed team members.
- b. Receipt of a proposal by the County does not constitute a contract with the County and the County accepts no responsibility or liability for any costs incurred in the preparation and/or submission of such proposals.
- c. Failure to respond to any portion of this proposal may result in possible rejection of the complete proposal from further consideration.
- d. At any point, if the County of Inyo feels that the project is not progressing in the appropriate manner, the County of Inyo has the right to request a new project manager and/or terminate the contract with the firm.

**Interested firms should review: *Attachment A - Project Description and Scope of Services; Attachment B - Company History, Experience, and Qualifications, and Attachment C – County of Inyo Standard Contract Agreement No.113*, in consideration of response.**

**L. RFP Addenda.**

Any changes to the RFP requirements and answers to questions submitted pursuant to the provisions of this RFP will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. Addenda will be provided to all known interested firms and posted on the County website.

**M. Local Vendor Preference.**

This project (or program) is partially State Funded through FEMA allocation and therefore no Local Vendor Preference is allowable.

**N. Attachments.**

- A. Project Description and Scope of Work
- B. Company History, Experience, and Qualifications
- C. County of Inyo Standard Contract Agreement – Modified Contract No. 113

## ATTACHMENT A

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

1. The consultant will prepare a revised and updated, GIS-based County-Wide Community Wildfire Protection Plan (CWPP). The Contractor shall perform all necessary travel, professional analysis and work required for preparation of the Inyo County CWPP. The CWPP will cover the entire County including unincorporated and incorporated cities. The Contractor will coordinate with all required local, state, and federal agencies for written plan approvals prior to adoption by the Inyo County Board of Supervisors. The CWPP must also address and align with applicable state and federal requirements, legislation, and CWPP guidance available. Duties include the following and any other duties that might be necessary to complete the scope of services.
  - Gather and analyze data
  - Provide technical and administrative services to include attending a kick-off meeting with staff and working group meetings throughout the duration of the project if required.
  - Conduct meetings and discussions with local, state, and federal agencies necessary to determine community wildfire risk and the mitigation projects. Meetings will include neighboring Operational Areas to determine their risks and mitigation projects to deconflict and prevent duplication of effort.
  - Conduct public meetings and garner the necessary approvals and adoptions to ensure the Inyo County CWPP meets all requirements to apply for and receive state and federal fuel reduction and removal and fire prevention and mitigation grants.
  - Create community maps to identify fire risks to include, but are not limited to:
    - High wildfire risk areas
    - Wildland Urban Interface
    - Inhabited Areas at Elevated Fire Risk
    - High Value Assets in Need of Protection from Wildfires
  - Establish community hazard reduction priorities and implementable projects. Make recommendations to reduce structural ignitability.
  - Create an Action Plan with roles and responsibilities to carry out the CWPP to include funding needs, resources, and recommended timetables.
  - Prepare and provide a draft version of the CWPP to the County for review by or before fourteen (14) months from contract start date (May 2024).
  - Prepare and provide a final CWPP to the County for approval twenty (20) months from the contract start date (November 2024).
2. The selected consultant will coordinate staff meetings with appropriate departments, agencies, schools, organizations, and the public to gather the necessary information to successfully research, write and complete the plan. The selected consultant will attend and lead meetings, clarify any outstanding issues and respond to any comments from the County. As requested, the selected consultant will prepare progress reports that summarize the anticipated and completed tasks and will update the project schedule as required.
3. The County requires entire project completion and final invoice no later than 04/02/2025.

The deliverable due dates are:

- a draft revised and updated CWPP by or before fourteen (14) months of contract start date (May 2024)
- the final approved CWPP by or before twenty (20) months of the contract start date (November 2024)

Deliverables:

- Meeting Agendas and Minutes
- Progress Reports
- Project Schedule for each component
- Review and adequately respond to comments
- Deliver each component (report/plan) on time
- Deliver approved final CWPP that are of a professional quality with maps, diagrams, tables and/or text in a format that will print out clearly and to the satisfaction of the County of Inyo Office of Emergency Services
- The Project shall be considered completed when the plan has been reviewed by CalOES and adopted by the Inyo County Board of Supervisors
- All products completed as a result of this process shall become the property of the County of Inyo, including but not limited to the plan, associated data, maps, electronic files, etc.
- Consultant will provide final CWPP via email (MS Word format), ArcGIS Story Maps and associated tracking tools, and up to ten (10) complete bound printed copies.

**ATTACHMENT B**  
**COMPANY HISTORY, EXPERIENCE, AND QUALIFICATIONS**

1. **History, Qualifications, Experience and References:** Please provide a description and brief history/background of your company. Included should be the number of years in business. Also identify the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project, including any familiarity with or previous work in Inyo County, for the key team members. Resumes showing relevant experience are required of each team member assigned to this project. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County. Experience and qualifications of key field personnel should be included. Any current or past contracts with government agencies can be listed and described in this section. Licensing and certification shall also be described in this section. Attention to the details provided in Attachment A – Scope of Work should be considered with your response. **(70 Points)**
  
2. **Work Plan and Schedule:** Please provide information on how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan must include the name of the designated personnel, their title, the description of the task performed, estimated hours based upon the Consultant's proposed work plan, and the estimated costs formulated such that actual hourly wages are provided. Each phase of the work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task. **(15 Points)**
  
3. **Cost Control:** Please provide information on how you will control and monitor project costs to ensure all work is completed within the negotiated budget for the project. Please provide a detailed cost/budget for the project. Include the name and title of the individual responsible for cost control. **(15 Points)**

**ATTACHMENT C**  
**COUNTY OF INYO STANDARD CONTRACT AGREEMENT**  
**Modified Contract No. 113**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor the sum total of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

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

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

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



F. Federal and State Taxes.

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

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

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

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

**4. WORK SCHEDULE.**

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

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

## **12. NONDISCRIMINATION.**

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

## **13. ASSIGNMENT.**

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

## **14. DEFAULT.**

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

## **15. 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 one (21) below.

## **16. CONFIDENTIALITY.**

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

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

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. CONFLICTS.**

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

**18. POST AGREEMENT COVENANT.**

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

**19. 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.

**20. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

**21. 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.

**22. NOTICE.**

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

County of Inyo

\_\_\_\_\_ Department  
\_\_\_\_\_ Address  
\_\_\_\_\_ City and State

Contractor:

\_\_\_\_\_ Name  
\_\_\_\_\_ Address  
\_\_\_\_\_ City and State

**23. 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 \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

Grace Church  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**



**ATTACHMENT B: INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES 2022**  
Contract For Review and Update to The Inyo County Community Wildfire Protection Plan

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. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
2. **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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For contracts involving one-on-one work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss.
3. **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. *Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.*
4. **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 with signed letter on contractor's letterhead certifying that contractor has no employees.*

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

**OTHER INSURANCE PROVISIONS**

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

**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 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 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-

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SWCA Environmental Consultants  
FOR Consulting SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and SWCA Environmental Consultants (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 7, 2023, on County of Inyo Standard Contract No. 113, for the term from March 1, 2023 through November 30, 2024.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 3B – Consideration, Travel and Per Diem shall read:  
"Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement pursuant to Attachment A – Schedule of Fees."

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is April 25, 2023.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND  
SWCA Environmental Consultants  
FOR Consulting SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
30th DAY OF May, 2023

COUNTY OF INYO

By: [Signature]  
Dated: 08/28/2023

CONTRACTOR

By: [Signature]  
Signature  
John Dietler, Southern California Vice President  
Type or Print  
Dated: 7/7/2023

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
\_\_\_\_\_  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and \_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated \_\_\_\_\_, on County of Inyo Standard Contract No. \_\_\_\_\_, for the term from \_\_\_\_\_ to \_\_\_\_\_.

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

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

County and Contractor hereby amend such Agreement as follows:

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER \_\_\_\_\_ TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

**COUNTY OF INYO**

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

Dated: \_\_\_\_\_

**CONTRACTOR**

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

Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager



# 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:  
2023-4240

### Victim/Witness Assistance Program Grant Acceptance District Attorney ACTION REQUIRED

#### ITEM SUBMITTED BY

Tom Hardy, District Attorney

#### ITEM PRESENTED BY

Tom Hardy, District Attorney

#### RECOMMENDED ACTION:

A) authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 23 32 0140) Grant from the Governor’s Office of Emergency Services for Fiscal Year 2023-2024; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County, including any extensions or amendments thereto.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This is the (32nd) thirty-second consecutive year we have applied for and been offered this grant. For FY 23/24, the awarded grant total is \$278,144 for the grant period of October 1, 2023 through September 30, 2024.

The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

Service is provided to victims of all types of crime upon request, not only crimes prosecuted by the District Attorney. Contact is made in person, by letter, telephone and by field visits. The goal of the Victim/Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Coordinator’s and the Victim Advocate’s salaries and benefits at 100%. Further, we are able to fund approximately 20% of the Assistant to the District Attorney and 10% of the District Attorney Legal Secretary III salaries and benefits to save the general fund.

#### FISCAL IMPACT:



<b>Funding Source</b>	Grant Funds	<b>Budget Unit</b>	620423
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Without your Board's acceptance of the grant the project would be terminated.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- Grant Subaward Approval

**APPROVALS:**

Morgan Maillet	Created/Initiated - 10/12/2023
Darcy Ellis	Approved - 10/12/2023
Morgan Maillet	Approved - 10/12/2023
Tom Hardy	Approved - 10/13/2023
John Vallejo	Approved - 10/17/2023
Amy Shepherd	Approved - 10/26/2023
Nate Greenberg	Final Approval - 11/1/2023

September 19, 2023

Thomas L. Hardy  
Inyo County District Attorney  
Inyo County - District Attorney  
168 North Edwards Street  
Independence, CA 93526-0604

Subject: **Grant Subaward Application Approval**  
Victim/Witness Assistance Program  
Grant Subaward #: VW23 32 0140

Dear Thomas L. Hardy:

The California Governor's Office of Emergency Services (Cal OES) has approved your Grant Subaward application in the amount of \$278,144, subject to enactment of applicable State Budget Act. A copy of your approved Grant Subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt of your Report of Expenditures & Request for Funds (Cal OES Form 2-201).

This Grant Subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on the Cal OES website at [www.caloes.ca.gov](http://www.caloes.ca.gov).

Please contact your Program Specialist Tosha Enos, at [Tosha.Enos@caloes.ca.gov](mailto:Tosha.Enos@caloes.ca.gov) with questions.

Sincerely,

Victim Services Grants Processing Unit

cc: Subrecipient's file  
Program Specialist

(Cal OES Use Only)

Cal OES #	027-00000-16	FIPS #	027-00000	VS#		Subaward #	VW23 32 0140
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

MR

SMC

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:


- 1. **Subrecipient:** County of Inyo 1a. UEI#: EU9KBPLKZ5K5
- 2. **Implementing Agency:** Inyo County District Attorney 2a. UEI#: EU9KBPLKZ5K5
- 3. **Implementing Agency Address:** 168 N. Edwards Street (PO Drawer D) Independence 93526-0604  
(Street) (City) (Zip+4)
- 4. **Location of Project:** Independence INYO 93526-0604  
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** Victim Witness Assistance Program 6. **Performance/Budget Period:** 10/1/2023 to 9/30/2024  
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** 10% Federally Approved ICR (if applicable): 0%

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	VOCA		\$129,900					\$129,900
9.	2023	VOCA		\$129,908					\$129,908
10.	2023	VWA0	\$18,336						\$18,336
11.	Select	Select							
12.	Select	Select							
<b>Total</b>	<b>Project Cost</b>		<b>\$18,336</b>	<b>\$259,808</b>	<b>\$278,144</b>				<b>\$278,144</b>

**13. Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**

Name: Thomas L. Hardy Title: Inyo County District Attorney  
 Payment Mailing Address: PO Drawer D City: Independence Zip Code+4: 93526-0604  
 Signature:  Date: 6-21-2023

16. Federal Employer ID Number: 956005445

**(FOR Cal OES USE ONLY)**

I hereby certify that I have the personal knowledge that budgeted funds are available for the period stated above. DocuSigned by: <u>Mary Rucker</u> 9/18/2023 (Cal OES Fiscal Officer) (Date)	I hereby certify that I have the personal knowledge that budgeted funds are available for the period stated above. DocuSigned by: <u>Heather Carlson</u> 9/18/2023 (Cal OES Director or Designee) (Date)
--	--

ENY: 2023-24 Chapter: 12 SL: 18402  
 Item: 0690-102-0890 Pgm: 0385  
 FAIN #: 15POVC-22-GG-00708-ASSI 10/01/21-09/30/25  
 Fund: Federal Trust Fund AL#: 16.575  
 Program: Victim/Witness Assistance Program  
 Match Req.: 20%, C/IK based on TPC-Match Waived  
 Project ID: OES22VOCA000012  
 SC: 2023-18402 Amount: \$129,900

DS  
JH

ENY: 2023-24 Chapter: 12 SL: 14300  
 Item: 0690-101-0903 Pgm: 0385  
 Fund: Victim Witness Assistance Fund  
 Program: Victim/Witness Assistance Program  
 Match Req.: None  
 Project ID: OES23VWA0000000  
 SC: 2023-14300 Amount: \$18,336

DS  
DS

ENY: 2023-24 Chapter: 12 SL: 18403  
 Item: 0690-102-0890 Pgm: 0385  
 FAIN #: 15POVC-23-GG-00432-ASSI 10/1/22-09/30/26  
 Fund: Federal Trust Fund AL#: 16.575  
 Program: Victim/Witness Assistance Program  
 Match Req.: 20%, C/IK based on TPC-Match Waived  
 Project ID: OES23VOCA000012  
 SC: 2023-18403 Amount: \$129,908

Received by CalOES, Nicole Viernes  
 Mail Log #221038, Tuesday, June 27, 2023

## SPECIAL CONDITION

Grant Subaward No. VW23 32 01 40 is hereby approved with the following condition:

- Operational Agreements (OAs) must cover the entire grant period and therefore those OAs that expire prior to the end of the Grant Subaward performance period must be renewed as soon as they expire. Renewed OAs must be kept on file at your agency and an updated Operational Agreement Summary Form must be sent to your program specialist upon completion.

**Should the Federal award(s) be reduced, you will be notified and required to amend the Grant Subaward.**

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

✓

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

**1. Cal OES Contact Information Section:**

Governor's Office of Emergency Services  
Nancy Ward, Director  
3650 Schriever Avenue  
Mather, CA 95655  
(916) 845-8506 (phone)

**2. Federal Awarding Agency Section:**

<b>Fund Year</b>	<b>Federal Program Fund / AL#</b>	<b>Federal Awarding Agency</b>	<b>Total Federal Award Amount</b>	<b>Total Local Assistance Amount</b>
2023	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$153,789,867	\$146,100,374
2022	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$165,115,554	\$158,510,932
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

**3. Project Description Section:**

- Project Acronym (Please choose from drop down):  
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description):  
Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835 in each of California's 58 counties.

**4. Research & Development Section:**

- Is this Subaward a Research & Development grant?  
Yes  No



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:  
2023-4275

### Appointments to Behavioral Health Advisory Board Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Behavioral Health

#### ITEM PRESENTED BY

Kimball Pier, Deputy Director - Behavioral Health - HHS

#### RECOMMENDED ACTION:

Fill two vacancies on the Behavioral Health Advisory Board by appointing Mr. Claude "Pete" Peters to the three-year term designated for a veteran of the U.S. armed forces, ending June 30, 2026, and reappointing Ms. Lynn Martin to a three-year term designated for a client, ending June 30, 2026.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has appointing authority over the Behavioral Health Advisory Board. Subject to the rules and conditions of the Short-Doyle Act, the BHAB serves as advisory to the Board of Supervisors and Behavioral Health Director. The BHAB reviews the County Plan for Mental Health Services and reviews and approves the process by which the plan is developed.

Four terms recently expired, leaving vacancies that were advertised per your Board's. Two letters of interest were received: from Ms. Lynn Martin requesting reappointment to a three-year term ending June 30, 2026 (in the client category); and from Mr. Claude "Pete" Peters requesting appointment to a three-year term ending June 30, 2026 (for a U.S. armed forces veteran). The two remaining vacancies were readvertised, with a deadline of October 30. No letters of interest were received.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may decide to not make the appointments at this time but that is not recommended.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Lynn Martin - BHAB
2. Claude Peters - BHAB

**APPROVALS:**

Darcy Ellis	Created/Initiated - 10/25/2023
Darcy Ellis	Approved - 10/25/2023
Lucy Vincent	Approved - 10/31/2023
Kimball Pier	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023

1300 Shelly Creek Road, Space 11  
Bishop CA 93514  
August 17, 2023

Inyo County Board of Supervisors  
[dellis@inyocounty.us](mailto:dellis@inyocounty.us)

This letter is to express my wish to be reappointed to be a member of the BHAB (the Inyo County Behavioral Health Advisory Board) for a term of almost three years to end June 30, 2026.

Sincerely,  
Lynn E. Martin



## Darcy Ellis

---

**From:** claude peters [REDACTED]  
**Sent:** Wednesday, August 2, 2023 10:46 AM  
**To:** Darcy Ellis  
**Subject:** Bhab

You don't often get email from reconpete1957@gmail.com. [Learn why this is important](#)

Greetings Darcy:

I am submitting my letter of intent to join the board.

Looking forward to hearing from you.

Respectfully

Claude "pete" peters



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:  
2023-4032

### Emergency Medical Care Committee (EMCC) Appointments Health & Human Services - EMCC ACTION REQUIRED

**ITEM SUBMITTED BY**

Anna Scott, Health & Human Services Director

**ITEM PRESENTED BY**

Anna Scott, Health & Human Services Director

**RECOMMENDED ACTION:**

Approve the following appointments to the Emergency Medical Care Committee (EMCC):

- A) Bret Russell II to represent Bishop Volunteer Fire Department for an unexpired term ending December 31, 2024;
- B) David Alcon to represent the Southern Inyo Fire Protection District for an unexpired term ending December 31, 2024;
- C) Lisa Davis to represent Bishop Area Provider (Sierra Lifeflight) for the term beginning January 1, 2024 and ending December 31, 2025;
- D) Joe Cappello to represent Independence Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- E) Chelsea Benbrook to represent Olancho-Cartago Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- F) Mike Patterson to represent Air Ambulance Provider (Sierra Life Flight) for the term beginning January 1, 2024 and ending December 31, 2025;
- G) Pete Schlieker to represent Big Pine Volunteer Fire Department for the term beginning January 1, 2024 and ending December 31, 2025;
- H) Wendy Derr, Member at Large, for the term beginning January 1, 2024 and ending December 31, 2025; and
- I) Lorenzo Tovar, Member at Large, for the term beginning January 1, 2024 and ending December 31, 2025.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC is comprised of 13 members: 10 are designated by the member agencies and three are at-large members. According to the EMCC by-laws, representatives from the member agencies are required to submit notification of their desire to represent the agency and your Board makes the final appointment.

Two vacancies on the EMCC are as a result of the departure of Chief Dell, Bishop Volunteer Fire Department (BVFD), and Chief Reynolds, Southern Inyo Fire Protection District (SIFPD); the third vacancy, formerly held by Kurt Dye, was established when Coast2Coast Public Safety discontinued

serving as the County's contracted provider for the non-exclusive Bishop operating area. Phil Worsman, the new Chief for SIFPD, has designated David Alcon for the vacant SIFPD seat and Bret Russell, the new Chief for BVFD has submitted a request for appointment to EMCC to fill the BVFD vacancy. Lisa Davis has held a position as a Member at Large, which expires December 31, 2023, and has requested to fill the vacancy left by Kurt Dye for the Bishop Operating Area effective January 1, 2024. Lorenzo Tovar has indicated his interest in filling the Member at Large vacancy left by Lisa Davis, effective January 1, 2024. The remaining appointments are to renew terms for current members representing the Independence and Olancho-Cartago Volunteer Fire Departments, Sierra Life Flight as the air ambulance provider, and one member-at-large position held by Wendy Derr from Northern Inyo Healthcare District.

Approval of all nine appointments would result in all vacancies on the EMCC being filled as of January 1, 2024. The Department respectfully submits the list of names for your Board's consideration along with their letters of interest for new appointments. Renewal requests were made during discussion at the October 26, 2023 EMCC meeting.

**FISCAL IMPACT:**

There is no fiscal impact associated with this agenda item.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The vacant positions for Bishop Fire Department, Bishop Area EMS Provider, and Southern Inyo Fire Protection District will remain vacant, and 5 terms for existing members will expire 12/31/23 if appointments are not made by your Board.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inland Counties Emergency Medical Agency

**ATTACHMENTS:**

1. EMCC Request for Appointment - L. Tovar
2. EMCC Request for Appointment - B. Russell
3. EMCC Request for Appointment - D. Alcon

**APPROVALS:**

Marilyn Mann	Created/Initiated - 7/28/2023
Darcy Ellis	Approved - 7/31/2023
Marilyn Mann	Approved - 9/27/2023
Anna Scott	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023

October 26, 2023

Ms. Anna Scott  
Director  
Inyo County Health & Human Services

Dear Ms. Scott,

I would like to request to be appointed to the Inyo County Emergency Medical Care Committee. I am aware of an at-large member seat that will become available in December and believe that I would be able to make valuable contributions to the committee. I have been heavily involved in the Inyo EMS system this year and would like to continue to learn and be involved as our system progresses.

I graduated from UCLA's School of Medicine Paramedic Program in 2020 and am currently working as a Paramedic for Sierra Lifeflight. I am also working as an adjunct instructor with Cerro Coso College. I teach the EMT class, alternating between the Bishop and Mammoth campuses each semester.

I would greatly appreciate the opportunity to serve on the committee and thank you for your consideration.

Best regards,

Lorenzo Tovar

(818) 795-4947  
Paramedic, Sierra Lifeflight  
Cerro Coso, Adjunct Instructor

**From:** [Bret Russell II](#)  
**To:** [Anna Scott](#)  
**Cc:** [Gina Ellis](#)  
**Subject:** EMCC Letter  
**Date:** Friday, October 20, 2023 3:56:42 PM

---

[You don't often get email from technicallysound@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

> Dear Anna,  
> This is Bret Russell, the incoming fire chief for Bishop Fire Department. Please consider this my letter of interest for membership on the EMCC. Please feel free to reach out if you need anything further from me.  
>  
> Thank you,  
> Bret

**From:** [Philip Worsman](#)  
**To:** [Anna Scott](#)  
**Subject:** Re: FW: non-secure EMCC follow-up  
**Date:** Friday, October 27, 2023 11:49:00 AM  
**Attachments:** [image001.png](#)  
[image001.png](#)

---

Please forgive the delay, David Alcon will be taking that position representing Southern Inyo Fire Protection District. Maybe we can talk later today when I get out of my meeting? Let me know.

Kind regards,  
Phil Worsman  
Chief  
(909)919-9115

On Fri, Oct 27, 2023, 10:33 AM Anna Scott <[ascott@inyocounty.us](mailto:ascott@inyocounty.us)> wrote:

Hello Mike and Chief Worsman,

I am making a request to the Board of Supervisors on 11/7 to appoint and/or renew members to the Emergency Medical Care Committee (EMCC) and there is currently a vacancy in the seat formerly held by Chief Reynolds. We would like to appoint a member of Southern Inyo Fire Protection district to the committee and ask that you respond with your nomination at your earliest convenience.

The Emergency Medical Care Committee (EMCC) was established to review and report on ambulance service operations, the available emergency medical care, and the first-aid practices in Inyo County. EMCC is comprised of 13 members: 10 are designated by the member agencies and three are at-large members. I am attaching the current bylaws so that you have more information about the functions of the EMCC.

The next EMCC meeting is scheduled for January 29, 2024 at 6:00 PM in Independence. We recognize that it can be difficult for our Southern Inyo partners to travel to these meetings, so the committee is working to revise its bylaws to allow for remote participation at future meetings.

Please feel free to call or email me if you have any questions about the committee. I look forward to receiving your nomination.

Thank you,



**Anna Scott**

Director

Inyo County Health and Human Services

O:760-872-3183

[ascott@inyocounty.us](mailto:ascott@inyocounty.us)

**CONFIDENTIALITY NOTICE:** This e-mail and any attachments may contain information which is confidential, sensitive, privileged, proprietary or otherwise protected by law. The information is solely intended for the named recipients, other authorized individuals, or a person responsible for delivering it to the authorized recipients. If you are not an authorized recipient of this message, you are not permitted to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your e-mail inbox, including your deleted items folder.

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**From:** Anna Scott

**Sent:** Tuesday, October 3, 2023 9:19 PM

**To:** Southern Inyo Fire PD <[SIFPD@yahoo.com](mailto:SIFPD@yahoo.com)>; [chief.sifpd@gmail.com](mailto:chief.sifpd@gmail.com)

**Subject:** non-secure EMCC follow-up

Hello Chief Worsman,

I would like to introduce myself as the new Director of Inyo County Health and Human Services. Our former Director, Marilyn Mann, reached out to ask if you would like to be a member of the Inyo County Emergency Medical Committee (EMCC), but in her transition I may have missed an email with your response. I will be requesting that the Inyo County Board of Supervisors approve new appointments to the Emergency Medical Care Committee in October. If you are interested, can you please submit a letter to request appointment to the committee? If you have any questions or if you would like more information, please feel free to call or email me.

Thank you,



**Anna Scott**

Director

Inyo County Health and Human Services

O: 760-872-3183

C: 760-878-8435

[ascott@inyocounty.us](mailto:ascott@inyocounty.us)





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

November 7, 2023

Reference ID:  
2023-4254

### Innovative Partnerships Memorandum of Understanding Health & Human Services - First 5 ACTION REQUIRED

**ITEM SUBMITTED BY**

Katelyne Lent, First 5 Program Manager

**ITEM PRESENTED BY**

Anna Scott, Health & Human Services Director

**RECOMMENDED ACTION:**

Ratify and approve the agreement between the County of Inyo and the Child Abuse Prevention Council of Sacramento of North Highlands, CA for the provision of Innovative Partnerships Sierra Sacramento Child Abuse Prevention Council Region Project for the period of July 1, 2023 through June 30, 2024 and authorize the Health & Human Services Director to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Innovative Partnerships Project (IPP) sent this contract for signature on October 12, 2023. This project began in 2016 with funding from the California Department of Social Services' Office of Child Abuse Prevention. The IPP has continued to successfully bring together Sierra-Sacramento Child Abuse Prevention Councils with the mutual goal of strengthening the capacity of prevention networks to build resilience in families and implement prevention practices to reduce child abuse and neglect. The IPP has invited Inyo County to join the 16 other Child Abuse Prevention Councils in the Sierra-Sacramento Region to work collaboratively in mutually beneficial exchanges to learn from and engage with each other in the efforts to prevent child abuse.

Membership in this larger regional group will strengthen our local efforts around family strengthening and resilience through coordination of child abuse and neglect prevention efforts, mitigation of poverty and substance abuse as risk factors for child maltreatment, and building of protective factors.

The Inyo County Child Abuse Prevention Council approved the Innovative Partnership Project MOU at the October 25, 2023 regular meeting.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>		<b>Object Code</b>	
<b>Recurrence</b>			
<b>Current Fiscal Year Impact</b>			

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to participate in the regional Child Abuse Prevention Councils, which would result in limited regional coordination and support.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Child Abuse Prevention Council of Sacramento Partnership Agreement

**APPROVALS:**

Katelyne Lent	Created/Initiated - 10/18/2023
Katelyne Lent	Approved - 10/18/2023
Darcy Ellis	Approved - 10/23/2023
Katelyne Lent	Approved - 10/23/2023
Stephanie Tanksley	Approved - 10/23/2023
Melissa Best-Baker	Approved - 10/23/2023
Gina Ellis	Approved - 10/27/2023
Anna Scott	Approved - 10/27/2023
Keri Oney	Approved - 11/1/2023
John Vallejo	Approved - 11/1/2023
Amy Shepherd	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023



**PARTNERSHIP AGREEMENT**  
**for the period**  
**July 2023 - June 2024**  
**BETWEEN**



**THE CHILD ABUSE PREVENTION COUNCIL OF SACRAMENTO**  
**AND**  
**INYO COUNTY**

This Partnership Agreement (hereinafter referred to as “PA”) is made and entered into by the **Child Abuse Prevention Council of Sacramento (hereinafter referred to as CAPC Sacramento)** and the **(Insert the name of the Sierra Sacramento CAPC) (hereinafter referred to as “PARTNER”)** as Partners in the Innovative Partnerships Program Sierra-Sacramento Region Child Abuse Prevention Council Region Partnership.

**I. Purpose**

The purpose of this PA is to establish a formal collaborative Partnership for the Innovative Partnerships Program Sierra-Sacramento Region Child Abuse Prevention Council Region Partnership (hereinafter referred to as Sierra-Sacramento CAPC Partnership) and to set forth its operating conditions. This Partnership was formed as a result of a successful grant application to the California Department of Social Services’ Office of Child Abuse Prevention (hereinafter referred to as CDSS/OCAP). The Sierra-Sacramento Region’s Child Abuse Prevention Councils of Alpine, Amador, Calaveras, El Dorado, Inyo, Mono, Nevada (East), Nevada (West), Placer (West, South), Placer (North), Sacramento, Sierra, Sutter, Tuolumne, Yolo, and Yuba County join CDSS/OCAP in our mutual goal of strengthening the capacity of prevention networks to build resiliency in families and implement prevention practices to reduce child abuse and neglect.

**II. Goals**

The goals of the Sierra-Sacramento CAPC Partnership are to:

1. Maintain and expand a Sierra-Sacramento Regional Partnership to coordinate child abuse and neglect prevention efforts, mitigate poverty and substance abuse as risk factors for child maltreatment and build protective factors.
2. Maintain strategies, manage operational processes, and mobilize resources for the Sierra-Sacramento partnership.
3. Work collaboratively with Sierra-Sacramento Regional Partnership to assess our CAPCs’ strengths/needs within the Strengthening Families Framework, conduct an evaluation, and develop a sustainability plan.
4. Participate in opportunities for Sierra-Sacramento CAPCs to link and engage in mutually beneficial exchanges to learn from and engage with each other as well as community stakeholders.



## **PARTNERSHIP AGREEMENT** for the period July 2023 - June 2024



### **III. Scope of Work**

CAPC Sacramento and PARTNER will engage in the implementation of the Sierra-Sacramento CAPC Partnership Scope of Work (Attachment A) that describes the objective, activities, deliverables, measurements, and timeline. The Scope of Work includes twelve core elements:

1. Convene and maintain the Sierra-Sacramento Child Abuse Prevention Council (CAPC) Regional Partnership including representative membership reflecting the diversity of the region.
2. Provide a regional forum for working strategically to mitigate child abuse and neglect and build prevention networks.
3. Mitigate the major risk factor for child maltreatment of substance abuse and build protective factors through the use, analysis, updating, and official launching of the Opioid Resource Toolkit.
4. Expand the infrastructure for the participation of 14 Sierra-Sacramento County CAPCs.
5. Promote the prevention of child abuse and neglect through culturally responsive resources/tools.
6. Promote the prevention of child abuse and neglect through culturally responsive Mandated Child Abuse Reporting Training (MCART) resource/tool.
7. Promote the prevention of child abuse and neglect through regional Child Abuse Prevention Month activities and events.
8. Provide coordination, technical assistance, and support to the CAPCs within the region to assess and respond to regional/local poverty.
9. Evaluate the effectiveness of the Sierra-Sacramento Program.
10. Develop a sustainability plan and next steps to maintain and strengthen partnerships among Sierra-Sacramento CAPC partners and key stakeholders.
11. Maintain and expand connections between Sierra-Sacramento Partnership and the child abuse and neglect prevention organizations and/or programs regionally and statewide.
12. Maintain and expand collaboration and participation of CAPCs with County Child Death Review Teams (CDRT).

### **IV. Roles and Responsibilities**

CAPC Sacramento serves as the program and fiscal lead of the Sierra-Sacramento CAPC Partnership. In that role CAPC Sacramento will:

1. Convene and coordinate the work of the Sierra-Sacramento CAPC Partnership.
2. Facilitate the process of the Sierra-Sacramento CAPC Strategic Plan and monitor its implementation.
3. Monitor and track the activities, outputs, and timelines of the Scope of Work (Attachment A).
4. Lead the distribution of materials and information.
5. Serve as the Sierra-Sacramento CAPC Partnership liaison to CDSS/OCAP.
6. Offer Capacity Building Grants in the amount of \$800 to the PARTNER and track results.
7. Participate in CDSS/OCAP coaching, coordination, training, and technical assistance relative to the Sierra-Sacramento CAPC Partnership.
8. Participate and track outcomes with CDSS/OCAP and the Sierra-Sacramento CAPC Partnership evaluation plan.
9. Research/apply for grant opportunities.
10. Provide Child Death Review Team training and technical assistance upon the request of PARTNER.
11. Collect data from PARTNER relative to Sierra-Sacramento Scope of Work activities, aggregate data for the Sierra-Sacramento CAPC Partnership, submit to CDSS/OCAP Quarterly, share and discuss with PARTNER and the Sierra-Sacramento CAPC Partnership data results, and work as a Partnership to improve the Innovative Partnership Program.



**PARTNERSHIP AGREEMENT**  
**for the period**  
**July 2023 - June 2024**



The responsibilities of the Sierra-Sacramento CAPC PARTNER are to:

1. Participate in the Sierra-Sacramento CAPC Partnership and sign the Partnership Agreement.
2. Designate a Lead Representative and at least one Alternate Representative to serve as a member of the Sierra-Sacramento CAPC Partnership.
3. Attend the bi-monthly scheduled meetings, either in-person or virtually.
4. Provide input, feedback, and/or approval for the Strategic Plan.
5. In conjunction with Sierra-Sacramento CAPCs, implement the Strategic Plan.
6. Identify key community stakeholders and parent representatives to serve on the Sierra-Sacramento CAPC Partnership.
7. Provide information on currently funded programs/practices.
8. Accept or Decline Capacity Building Grant opportunities, offered by CAPC Sacramento. If Accepted, PARTNER agrees to receive, identify use for, and provide required data on related activities for the two annually disbursed \$800 Capacity Building Grants. (Funds must be used in alignment with CBCAP regulations.)
9. Disseminate, throughout the PARTNER's child and family-serving community, culturally responsive information, resources, and tools.
10. Collect and provide to Sacramento CAPC data related to PARTNER Strategic Plan and other activities for reporting to CDSS/OCAP.
11. Participate in CDSS/OCAP and Sierra-Sacramento CAPC Partnership data evaluation plan.
12. Receive Child Death Review Team training and technical assistance, as needed.

#### **V. Term**

This PA will operate from July 1, 2023, through June 30, 2024. This PA may be terminated if funding from CDSS/OCAP is decreased or not awarded.

#### **VI. Termination**

Any PARTNER may terminate this PA within sixty (60) days of providing written notice of intention to terminate the agreement.

#### **VII. Dispute Resolution**

CAPC Sacramento and the PARTNER hereby agree that, in the event of any dispute relating to this PA, CAPC Sacramento and the PARTNER shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, CAPC Sacramento and the PARTNER agree that the dispute will be negotiated between CAPC Sacramento and the PARTNER through mediation, with a mediator agreed to by CAPC Sacramento and the PARTNER. The costs of mediation shall be shared equally by CAPC Sacramento and the PARTNER. Neither CAPC Sacramento or PARTNER waive their legal rights to adjudicate this Agreement in a legal forum.



**PARTNERSHIP AGREEMENT  
for the period  
July 2023 - June 2024**



**VIII. Mutual Indemnification**

CAPC Sacramento and PARTNER shall indemnify, defend, protect, hold harmless and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act of omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under Workers' Compensation acts, disability benefit acts, or other employee benefit acts. It is understood that such indemnity shall survive the termination of the PA.

**IX. Changes and Amendments**

Any mutually agreed upon changes shall be effective when incorporated in written amendments to this PA. Any adjustment to this PA shall be effective only upon CAPC Sacramento and the PARTNER's mutual execution of an amendment in writing. No verbal agreements or conversations prior to execution of this PA or requested Amendment shall affect or modify any of the terms or conditions of this PA unless reduced to writing according to the applicable provisions of this PA.

With a signature below, each party agrees to all terms listed above and Attachment A.

Child Abuse Prevention Council of Sacramento  
4700 Roseville Road  
North Highlands, CA 95660

Inyo County Health and Human Services - First  
5 Inyo  
1360 N. Main Street, Suite 203-D  
Bishop, CA 93514

**Child Abuse Prevention Council of  
Sacramento**

**Inyo County Health and Human Services -  
First 5 Inyo**

\_\_\_\_\_  
Stephanie Biegler, Chief Program Officer

\_\_\_\_\_  
Anna Scott, HHS Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# 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:  
2023-4246

### Mental Health Services Oversight and Accountability Commission/Inyo County MHSSA Amendment

#### Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

Approve Amendment No. A.1 to the agreement between the County of Inyo and Mental Health Services Oversight and Accountability Commission (MHSOAC) of the State of California, amending Exhibit A and/or extending the term end date from December 31, 2026 to June 30, 2028, and authorize the Health and Human Services - Behavioral Health Deputy Director to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In February 2022, the Board approved the agreement with the MHSOC to accept \$2,499,444.00 for mental health student services. These services will be provided by the Inyo County Office of Education (ICOE) at each school site and purchase a community counseling site in Bishop. The monies are required to pass through Inyo County Health and Human Services (HHS). ICOE has purchased a location; is doing renovations; and hired additional staff.

This amendment documents that the monies are not Federal monies but rather State redirected Mental Health Services Acts monies which changes the reporting requirements for ICOE and HHS. It has also changed the reporting dates to quarterly and extended the record retention to June 30, 2028.

#### FISCAL IMPACT:

<b>Funding Source</b>	State Funded (Mental Health Services Act)	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditures		
<b>Current Fiscal Year Impact</b>			
The monies are deposited into a trust (505202). Expenses are paid out of the CMH budget and then reimbursed from the Trust.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

If we don't accept these funds, we will not be able to increase the student mental health services in our county.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Mental Health Services Oversight and Accountability Commission Grant Agreement
2. Scope of Work

**APPROVALS:**

Lucy Vincent	Created/Initiated - 10/23/2023
Darcy Ellis	Approved - 10/24/2023
Lucy Vincent	Approved - 10/24/2023
Melissa Best-Baker	Approved - 11/1/2023
Lucy Vincent	Approved - 11/1/2023
Anna Scott	Approved - 11/1/2023
John Vallejo	Approved - 11/1/2023
Amy Shepherd	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023





## Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	Inyo County Health & Human Services Behavioral Health
AGREEMENT NUMBER:	21MHSOAC050 <b><u>A.1</u></b>
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

### **Parties**

This Grant Agreement (Agreement) is entered into between Inyo County Health & Human Services Behavioral Health, a branch of county government headquartered in Bishop, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

### **Term**

This Agreement term began on February 24, 2022 and ends on June 30, 2026.

### **Funding Amount**

The maximum award under this Agreement is:  
\$ 2,499,444.00 (Two million four hundred ninety nine thousand four hundred forty four dollars and no cents.)

**Amendment Changes** The parties mutually agree to this amendment as follow. All action noted below are by this reference made a part of the Agreement and incorporated herein:

- Amends Exhibit A

All language that has been added is shown in bold and underlined. All language that has been deleted is shown in strike-through.

All other terms and conditions set forth on the face of this MHSOAC Form 213A shall remain the same.



**Grant Managers**

Direct all program inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Name: Cheryl Ward	Name: Kimball Pier
Address: 1812 9 <sup>th</sup> Street Sacramento, CA 95811	Address: 1360 North Main Street, Suite 201, Bishop, CA 93514
Phone: (916) 775-6815	Phone: 760-873-3305
Fax: (916) 623-4687	Fax: 760-878-6505
Email: cheryl.ward@mhsaac.ca.gov	Email: kpier@inyocounty.us

Direct all fiscal inquiries to:

<b>MHSOAC</b>	<b>Contractor</b>
Attention: <del>Anissa Padilla</del> <b><u>Joseph Vecchi</u></b>	Name: Melissa Best Baker
Address: 1812 9 <sup>th</sup> Street Sacramento, CA 95811	Address: P.O. Box Drawer H Independence, CA 93526
Phone: (916) 775-6863	Phone: 760-878-0232
Fax: (916) 623-4687	Fax: 760-878-0266
Email: Accounting@mhsaac.ca.gov	Email: mbestbaker@inyocounty.us



**Signatures**

This Agreement is executed between the parties by signature of their authorized representatives shown below:

<b>Inyo County Health &amp; Human Services Behavioral Health</b>	
Business Address: 1360 North Main Street, Suite 201 Bishop, CA 93514	
Person Signing: Kimball Pier	Title: Dep. Dir., Health & Human Services Behavioral Health
Signature:	Date:

<b>Mental Health Services Oversight and Accountability Commission</b>	
Business Address: 1812 9 <sup>th</sup> Street, Sacramento CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

## EXHIBIT A:

### **SCOPE OF WORK**

#### **Recitals**

1. **Authority**. This grant is awarded pursuant to the Commission's authority under the Mental Health Student Services Act (MHSSA) and the American Rescue Plan Act (ARPA).
2. **Funding**. This grant is funded under the ARPA with oversight by the U.S. Treasury, as disbursed in California through the State Fiscal Recover Fund (SFRF) with fiscal oversight by the Commission and the Department of Finance **Mental Health Services Act (MHSA)**. This grant was awarded through a competitive bid process.
3. **Program Parameters**. This Program is designed to follow MHSSA requirements at WIC Section 5886 *et seq.* and ~~the federal~~ requirements identified in the RFA in Appendix 1, Federal and State Guidance.
4. **Partnership**. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery of mental health services to the targeted population of children, youth and young adults (School Entity).

#### **Objectives**

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and, should facilitate linkages and access to ongoing and sustained services. Emphasis will be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those who identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

#### **Compliance**

1. **Request for Application**. The full Scope of Work is contained in RFA\_MHSSA\_002, Addendum 1 (RFA) and Grantee's application submitted in response to RFA\_MHSSA\_002 (Grantee Application, The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.
2. **State and Federal**. Grantee agrees to comply with the program requirements set forth in WIC Section 5886 *et seq.*, including outreach to the targeted population; and with the ~~federal~~ requirements set forth in the RFA. In addition, per the Budget Act of 2021, target Economically Disadvantaged Communities (EDC). For the purpose of the RFA and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. **Record Retention.** Records must be retained for at least five (5) years after the date on which the ~~federal~~ funding source expires. At the time of Agreement execution, the date of funds expiration was **June 30, 2028** ~~December 31, 2026~~, but the parties understand that this is subject to change.

**Funding (RFA, Section V.E)**

1. **Allowable Costs.** Grant funds must be used as proposed in the grant Application in compliance with **the Federal** requirements **in the RFA** and the MHSSA as approved by the Commission
2. **Invoicing.** Grant funds are available for invoicing as follows (see also Exhibit B):
  - a) Program Development: Funds are available to be invoiced once the contract is executed
  - b) Program Operations: Funds will be available quarterly in arrears based on the quarterly amount listed in the Grant Application Budget for each year
  - c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
  - d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed to the Grantee and true up any difference in the following quarterly payment to ensure funds are spent by the Grantee.
3. **No Transfer.** Grant funds cannot be transferred to any other program account for specific purposes other than the stated purpose of this grant

**Expenditure Reporting (RFA, Section VIII. A.)**

**Program Expenditures.** Grantee shall submit total program expenditures (aggregate) on a quarterly basis, **or as requested by the Commission.** ~~in accordance with the dates shown in Table 1: Reporting Dates.~~

**Data Reporting (RFA, Section VIII.A.)**

1. **Program Data.** Grantee shall report the following data quarterly ~~following the dates listed in Table 1: Reporting Dates.~~ Data shall be reported in a form and manner to be provided by the Commission. Data elements shall include at least the following:
  - a) Number of students screened and not referred to services
    1. Number of students on the Free and Reduced-Meal Program
    2. Grade/Number in each grade
    3. Age/Number in each age group
    4. Primary Language/number in each primary language
    5. Ethnicity/number in each ethnicity
    6. Number of students suspended/expelled
    7. Number of students who dropped out
    8. Number of students with IEP/504
    9. Number of students in foster care
    10. Number of students that have been in juvenile hall

- b) Number of students screened and referred to services
  - 1. Number of students on the Free and Reduced-Meal Program
  - 2. Grade/Number in each grade
  - 3. Age/Number in each age group
  - 4. Primary Language/number in each primary language
  - 5. Ethnicity/number in each ethnicity
  - 6. Number of students suspended/expelled
  - 7. Number of students who dropped out
  - 8. Number of students with IEP/504
  - 9. Number of students in foster care
  - 10. Number of students that have been in juvenile hall
- c) Number of trainings provided to teachers, administrators, and parents
- d) Number of school mental health partnership coordination activities with other interested parties

**Table 1: Reporting Dates**

Report	Reporting Period	Due to Commission*
1	Agreement Start Date—March 28, 2022 (depends on date of execution)	April 8, 2022
2	March 1, 2022—May 31, 2022	July 8, 2022
3	June 1, 2022—August 31, 2022	October 7, 2022
4	September 1, 2022—November 30, 2022	January <del>9</del> XX, 2023
5	December 1, 2022—February 28, 2023	April <del>7</del> XX, 2023
6	March 1, 2023—May 31, 2023	July <del>10</del> XX, 2023
7	June 1, 2023—August 31, 2023	October <del>9</del> XX, 2023
8	September 1, 2023—November 30, 2023	January <del>8</del> XX, 2024
9	December 1, 2023—February 29, 2024	April <del>8</del> XX, 2024
10	March 1, 2024—May 31, 2024	July <del>9</del> XX, 2024
11	June 1, 2024—August 31, 2024	October <del>8</del> XX, 2024
12	September 1, 2024—November 30, 2024	January <del>8</del> XX, 2025
13	December 1, 2024—February 28, 2025	April <del>8</del> XX, 2025
14	March 1, 2025—May 31, 2025	July <del>8</del> XX, 2025
15	June 1, 2025—August 31, 2025	October <del>8</del> XX, 2025
16	September 1, 2025—November 30, 2025	January <del>9</del> XX, 2026
17	December 1, 2025—February 28, 2026	April <del>8</del> XX, 2026
18	March 1, 2026—May 31, 2026	July <del>8</del> XX, 2026
19	June 1, 2026—June 30, 2026	TBD

*~~\* The parties understand that Due Dates for CY 2023 are unknown at the time this Agreement is executed but will be provided in a timely fashion by the Department of Finance. Once these dates are known, they will be relayed from the Commission to the Grantee to update this Reporting Table. The parties agree that email will suffice for this purpose, and as such the update will not require an Amendment.~~*

**Performance Reporting** (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and attempt to resolve any issues that may arise.
2. Quarterly. Meetings with the Commission staff, which may include collaboration meetings with other counties. In conjunction with these meetings, Grantee will submit the following information in a form and manner to be provided by the Commission. This information is due on a quarterly basis, **or as requested,** as shown in ~~Table 1: Reporting Dates~~.
  - a. Staff Hired and count
  - b. Contractors hired and count
  - c. Goods purchased
  - d. Capital purchases
  - e. Other pertinent information (e.g., follow-up from Monthly check-ins)
3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Report within 30 days of the end of each Grant Year, in a form and manner to be provided by the Commission
4. Program Development Reporting. Grantee shall report on Program Development by submitting the Plans listed below, in a form and manner to be provided by the Commission. All Plans must be approved by the Commission before moving to the Program Operations phase. Plans can be submitted and approved on a flow basis and need not be sequential.
  - a. Project Plan
  - b. Implementation Plan
  - c. Communication Plan
  - d. Refined Budget Plan (line-item detail of proposed costs)

In addition, Grantee shall provide a written agreement signed by the representative of each School Entity showing support/approval for the Program Development plans listed above, as a condition of moving to Program Operations. A template will be provided by the Commission for this purpose.



# 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:  
2023-4243

### Contract with Inyo County Office of Education, North Star Counseling Program, for Mental Health Services Act Services

#### Health & Human Services - Behavioral Health

ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

A) Declare Inyo County Office of Education (ICOE) of Independence, CA a sole-source provider for Prevention Early Intervention (PEI) Services; B) ratify and approve the contract between the County of Inyo and ICOE for the implementation of the Mental Health Services Act (MHSA) PEI North Star Counseling Program Services in an amount not to exceed \$80,000 for the period of August 1, 2023 through June 30, 2024, and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This contract with the ICOE will continue to be part of the MHSA PEI plan. North Star Counseling is the sole source of low cost/no cost school-based early intervention counseling services for students that may not meet the specialty mental health medical necessity criteria for Medi-Cal services, as they are the only qualified provider in the area that can provide these services. The PEI funds will be used to partially support expanded school-based early intervention services for youth and families throughout the County. The program includes individual and group counseling for students and families.

#### FISCAL IMPACT:

<b>Funding Source</b>	Mental Health funds, including MHSA PEI funds (in approved plan).	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This contract has been budgeted.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			



**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of this contract. This may result in a challenge to provide continued early intervention services for our youth.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

MHSA stakeholders include consumers of mental health services and their families as well as a wide array of representatives of such entities as schools, law enforcement, probation, health and human services, and special education.

**ATTACHMENTS:**

1. ICOE North Star PEI contract

**APPROVALS:**

Lucy Vincent	Created/Initiated - 10/23/2023
Darcy Ellis	Approved - 10/23/2023
Lucy Vincent	Approved - 10/27/2023
Anna Scott	Approved - 10/27/2023
Melissa Best-Baker	Approved - 11/1/2023
Keri Oney	Approved - 11/1/2023
John Vallejo	Approved - 11/1/2023
Amy Shepherd	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND INYO COUNTY OFFICE OF EDUCATION**  
**FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Behavioral Health services of Inyo County Office of Education of Inyo County (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, 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 Contractor to perform under this Agreement will be made by Kimball C. Pier Ph.D., LMFT, whose title is: HHS Deputy Director of BH. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. 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 8/1/2023 to 6/30/2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Eighty Thousand Dollars

(\$ 80,000. \_\_\_\_\_) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>1360 North Main Street, Ste. 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Inyo County Office of Education</u>	Name
<u>555 S. Clay Street</u>	Address
<u>Independence, CA 93526</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.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNTY OFFICE OF EDUCATION**  
**FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
Dated: \_\_\_\_\_

**CONTRACTOR**

By:   
Signature  
\_\_\_\_\_  
Print or Type Name  
Dated: 10/27/23

APPROVED AS TO FORM AND LEGALITY:

County Counsel  
\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNTY OFFICE OF EDUCATION  
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

**TERM:**

**FROM:** 8/1/2023 **TO:** 6/30/2024

**SCOPE OF WORK:**

Please see attached Proposal for Funding: North Star Counseling Services for scope of work. Contractor agrees to sign the HIPAA Business Associate Agreement herein attached.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNTY OFFICE OF EDUCATION  
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

**TERM:**

**FROM:** 8/1/2023                      **TO:** 6/30/2024

**SCHEDULE OF FEES:**

Please see attached Proposal for Funding: North Star Counseling Services.

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# Inyo County Office of Education

166 Grandview Drive \* Bishop, CA 93514 \* (760) 873-3262

## Proposal for Funding: North Star Counseling Services Fiscal Year July 2023- June 2024

### OVERVIEW

North Star Counseling Center provides free school-based mental health and counseling services to students and families in Inyo County. Inyo County Office of Education and Inyo County Behavioral Health have worked in partnership to fund the center in an effort to provide Prevention and Early Intervention opportunities for our families and youth.

### GOALS

1. North Star Counseling Center will increase access to school-based mental health services by maintaining a full-time staff of qualified therapists (PEI Project #1)
2. North Star Counseling Center and Inyo County Office of Education will facilitate Youth Mental Health First Aid training sessions for school staff and interested community partners throughout the school year (PEI Project #2)
3. North Star will continue to facilitate activities to reduce the negative feelings, attitudes, and beliefs associated with mental illness for our youth in an effort to reduce the stigma associated with mental health illness as well as promote suicide prevention and awareness efforts county-wide (PEI Project #3)

### BUDGET SPECIFICATIONS

PEI Project	% of Proposal Budget	Estimated # served
School-Based Counseling	92%	35 clients
YMHFA Trainings	6%	150 attendees
Stigma Reduction/Suicide Prevention	2%	1000 students

Amount requested for the 2023-24 Year:	<b>\$80,000</b>
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PEI Project #1	Description	Goals/Outcomes	Cost
<p><b>Early Intervention: School-Based Mental Health Counseling Program</b></p>	<p>School-based mental health counseling addresses the needs of at-risk children, youth, and young adult populations and their families. School-based mental health counseling is a school-based approach to providing focused counseling services to students seeking support or needing interventions for academics, behavior, and attendance often due to deeper concerns relating to substance abuse, mental health, or social issues. School-based counseling also serves as a process that connects programs and services within and across school and community systems to create a network of support to help students. North Star Therapists, Associates, and Trainees identify students in need of intervention, assess these students' specific needs, and provide them with support and referral to appropriate resources.</p> <p>The range of School-Based Counseling services typically includes the following:</p> <ul style="list-style-type: none"> <li>● Group Prevention Education</li> <li>● Individual and Group Counseling and Support Groups</li> <li>● School-Wide Awareness and Outreach Activities</li> <li>● Parent Programs (such as Triple P)</li> <li>● Referrals</li> <li>● School staff development</li> <li>● Resources</li> </ul>	<p>School-based mental health counseling is an intervention activity designed to remove barriers to education so that a student may achieve socially, emotionally and academically. Our goal is to reduce behavioral and disciplinary violations and unhealthy/unsafe habits, and improve school attendance and academic performance.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> <li>● Reduction in school violence and behavioral incidents</li> <li>● Reduction in self-harm, poor self-image and suicidal ideation</li> <li>● Improvement in school attendance</li> <li>● Improvement in academics</li> </ul> <p>System/Community Improvements</p> <ul style="list-style-type: none"> <li>● Increase in PEI activities in schools</li> <li>● Increase in number of students and families identified as needing and receiving school-based mental health services</li> <li>● Increase in the number of underserved populations receiving services</li> <li>● Reduction in disparities in access to mental health services</li> <li>● Reduction in stigma associated with accessing mental health services</li> </ul>	<p>\$73,500</p>

## Proposed Activities for Expanded Services

### Provision of School-Based Mental Health Services

- North Star Counseling will provide direct service to students as well as participate in the activities listed below (YMHFA trainings and Stigm Reduction)
- Inyo COE and Inyo HHS will share the cost of one North Star therapist
  - Total contribution from Inyo HHS will be **\$73,500** (salary/statutory benefits) for the therapist

**Total amount requested for this activity: \$73,500**

## Accountability and Reporting Data

**Pediatric Symptoms Checklist:** North Star Counselors will administer the [Pediatric Symptoms Checklist \(PSC\)](#) upon in-take of each new student/family to obtain a baseline of cognitive, emotional and behavioral problems. It will be administered as a progress monitoring screen at roughly six weeks into treatment and again at 12 weeks into treatment.

- PSC data will be submitted to Inyo County Behavioral Health at the end of each quarter (Oct. 2023, Jan. 2024, June 2024)

**Demographic Data:** North Star Counselors will collect the requested demographic data for each client using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health

- Demographic Data will be submitted at the end of each school based quarter (Oct. 2023, Jan. 2024, June 2024)
- Outcome data:** North Star staff will conduct a post-treatment survey/assessment to collect outcome data. **(TBD)**
  - Outcome survey data will be submitted at the end of each school based quarter (Oct. 2023, Jan. 2024, June 2024) unless the client has just started with services and cannot yet be measured in terms of outcomes.

## Baseline of School-Based Mental Health Counseling

At the beginning of the 2023-24 school year, all therapists have the ability to take on new clients.

PEI Project #2	Description	Goals/Outcomes	Cost
<p><b>Prevention: Youth Mental Health First Aid Trainings for School Staff and Community Partners</b></p>	<p>Youth Mental Health First Aid (YM-HFA) is designed to teach parents, family members, caregivers, teachers, school staff, peers, neighbors, health and human service workers and other community members how to help an adolescent (age 12-18) who is experiencing a mental health or addictions challenge or is in crisis. YM-HFA is designed for adults who regularly interact with young people. The course introduces common mental health challenges for youth, reviews typical adolescent development, and teaches a 5-step action plan for how to help young people in both crisis and non-crisis situations. Topics covered include anxiety, depression, substance use, disorders in which psychosis may occur, disruptive behavior disorders (including AD/HD), and eating disorders.</p> <p>Sessions will be held throughout the year and are open to anyone interested in attending: Oct. 20th, Nov. 3rd, Jan. 26th, Mar. 8th, May 10th.</p>	<p>The goal of YM-HFA is for educators and community members that work with adolescents to have a 5-step action plan in place for how to help young people in crisis and non-crisis situations until appropriate mental health care can be provided.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> <li>● Connecting students with proper mental health support</li> <li>● Reduction in self-harm, poor self-image and suicidal ideation</li> <li>● Improvement in school attendance</li> <li>● Improvement in academics</li> </ul> <p>System/Community Improvements</p> <ul style="list-style-type: none"> <li>● Improvement in making appropriate referrals to community agencies</li> <li>● Increase in number of students and families identified as needing and receiving school-based mental health services</li> <li>● Increase in the number of underserved populations receiving services</li> <li>● Reduction in disparities in access to mental health services</li> <li>● Reduction in stigma associated with accessing mental health services</li> </ul>	<p>\$5000</p>

### Proposed Activities for Expanded Youth Mental Health First Aid Training

#### Youth Mental Health First Aid Training

- Five (5) YMHFA trainings will be held this school year (Oct. 20th, Nov. 3rd, Jan. 26th, Mar. 8th, May 10th)
- Trainings can be offered to groups of up to 30 participants per training
- Trainings will follow a blended virtual/in-person model with two hours of pre-course asynchronous work and six hours of in-classroom learning
- Each training will cost \$1000. This will cover the cost of the trainers and materials for the course.

**Total amount requested for this activity: \$5,000**

### Accountability and Reporting Data

**Demographic Data:** North Star Counselors will collect the requested demographic data for each client using the [PEI Demographic Data form](#) provided by Inyo County Behavioral Health

- Demographic Data will be submitted at the end of each school based quarter (Oct. 2023, Jan. 2024, June 2024)

**Outcome data:** North Star will conduct post surveys/assessments with each trainee at the end of each session. This is a requirement of Mental Health First Aid.

**Supporting Documentation** from hosted YMHFA sessions will also be submitted at the end of each quarter

- Training flyer
- Sign in sheet for each session held during that quarter

### Baseline of YMHFA Activities

We have not hosted a YMHFA training in over a year. We now have three certified trainers to conduct training throughout Inyo County.

PEI Project #3	Description	Goals/Outcomes	Cost
<p><b>Prevention: Stigma Reduction</b></p>	<p>Stigma reduction is a collection of direct activities to reduce negative feelings, attitudes, beliefs, perceptions, and stereotypes related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.</p>	<p>The goal of Stigma Reduction interventions aim to reduce the public's stigmatizing attitudes towards those with mental illness. For our adolescents we provide outreach opportunities to help reduce the stigma and the negative feelings towards mental health and in receiving help.</p> <p>Outcomes for students</p> <ul style="list-style-type: none"> <li>● Connecting students with proper mental health support</li> <li>● Reduction in poor self-image, shame, and suicidal ideation</li> <li>● Improvement in school attendance</li> <li>● Improvement in academics</li> </ul> <p>System/Community Improvements</p> <ul style="list-style-type: none"> <li>● Improvement in making appropriate referrals to community agencies</li> <li>● Increase in number of students and families identified as needing and receiving school-based mental health services</li> <li>● Increase in the number of underserved populations receiving services</li> <li>● Reduction in disparities in access to mental health services</li> <li>● Reduction in stigma associated with accessing mental health services</li> </ul>	<p>\$1500</p>



**Proposed Activities for Stigma Reduction**

**Creation of Mental Health Posters for Schools (AB 748)**

- AB 748 requires school districts to post information addressing student mental health resources at each school site serving students in grades 6-12 and shall create and display a poster that identifies approaches and shares resources regarding pupil mental health
- 60 posters X \$25= \$1500
- Posters must be displayed in prominent and conspicuous places on middle and high school campuses.

**Other Activities Planned**

- Parent Education Nights
- Back2School Events (already completed)
- Shared information in school newsletters
- Presentations to specific student groups

**Total amount requested for this activity: \$1,500**

**Accountability and Reporting Data**

**Outcome data:** North Star will conduct surveys to determine that level of usage and stigma reduction from the posters and events. We will collect and submit sign in sheets when appropriate.

**Baseline of Stigma Reduction**

As our counseling center has become a known resource in the school community, we see a greater trust and confidence from students and families towards staff and willingness to participate in therapy.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND INYO COUNTY OFFICE OF EDUCATION  
FOR THE PROVISION OF PREVENTION EARLY INTERVENTION (PEI) SERVICES**

**TERM:**

**FROM:** 8/1/2023                      **TO:** 6/30/2024

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

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:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.
4. **Abuse/Molestation Liability:** For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. Waived if contractor will not have contact with minors for the execution of the agreement.
5. **Cyber Liability:** **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

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

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

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 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 \$50,000 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:

## **Attachment C: 2023 Insurance Requirements for Professional Services - General**

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 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-

**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and Inyo County Office Of Education, referred to herein as Business Associate (“BA”). This Agreement is effective as of \_\_\_\_\_, (the “Agreement Effective Date”).

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its



obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Inyo County Office of Education

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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



# 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:  
2023-4253

### Agreement with Inyo County Office of Education for IMPACT Implementation Services Health & Human Services - First 5 ACTION REQUIRED

**ITEM SUBMITTED BY**

Katelyne Lent, First 5 Program Manager

**ITEM PRESENTED BY**

Anna Scott, Health & Human Services Director

**RECOMMENDED ACTION:**

Ratify and approve the sole-source contract between the County of Inyo and Inyo County Office of Education for the provision of IMPACT Implementation Services in an amount not to exceed \$75,404.00 for the period of August 2, 2023 through June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

First 5 IMPACT (Improve and Maximize Programs so All Children Thrive) is an innovative approach that forges partnerships between First 5 California and counties to achieve the goal of helping children ages 0 to 5, and their families, thrive by increasing the number of high-quality early learning settings, including supporting and engaging families in the early learning process. Supporting more settings to achieve high-quality standards helps ensure more of California's children enter school with the skills, knowledge and dispositions necessary to be successful. This program provides families the information and support they need to promote and optimize their children's development and learning, both inside and outside the home.

On September 21, 2023 your Board approved the Agreement with Mono County First 5, resulting in a total allocation of \$148,037.00 to Inyo County for the final round of IMACT funding offered through First 5 California. Of that amount, \$75,404.00 has been designated to continue to support services performed by the Inyo County Office of Education. ICOE will continue their efforts to support quality improvement activities of early childhood care in Inyo County, as they have done since the inception of IMACT in 2011. These quality improvement activities include coaching, recruitment, data tracking, reporting and technical assistance. Because ICOE has specifically hired and trained staff to implement IMACT services under this grant in prior years, HHS is requesting approval of a sole source contract with ICOE to allow that agency to continue the work for the remainder of this final grant cycle.

The First 5 Inyo County Commission approved the ICOE agreement at their October 26, 2023 meeting. This agreement will allow First 5 Inyo County and ICOE to partner and help lead the efforts to raise the quality of early learning and care in Inyo County, strengthening the early learning and care system to support young children and their families. These quality early learning and care experiences build the foundation for skills children need in school, work, and life.

We respectfully request your Board approve this agreement and authorize the Chairperson to sign.

<b>FISCAL IMPACT:</b>			
<b>Funding Source</b>	Grant Funded (State funding)	<b>Budget Unit</b>	643000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This contract has been budgeted.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your board could choose not to approve this agreement which would result in Inyo County returning funds to the state and thus impact our ability to meet First 5 California IMPACT requirements.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- IMPACT Contract

**APPROVALS:**

Katelyne Lent	Created/Initiated - 10/18/2023
Katelyne Lent	Approved - 10/18/2023
Darcy Ellis	Approved - 10/23/2023
Katelyne Lent	Approved - 10/23/2023
Stephanie Tanksley	Approved - 10/23/2023
Melissa Best-Baker	Approved - 10/23/2023
Gina Ellis	Approved - 10/23/2023
Anna Scott	Approved - 10/27/2023
John Vallejo	Approved - 10/27/2023
Amy Shepherd	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ services of \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, 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 Contractor to perform under this Agreement will be made by \_\_\_\_\_, whose title is: \_\_\_\_\_. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \_\_\_\_\_ 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. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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



**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
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.

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**



# 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:  
2023-4257

### Electronic Monitoring Program Probation ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

Request Board: A) appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; B) review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations and administrative policy for the Probation Department's electronic monitoring program and thereafter; and C) approve the Probation Department's electronic monitoring program.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

As the designated co-correctional administrator to provide alternative custody programs, the Chief Probation Officer has been given authority by the Board of Supervisors to provide electronic monitoring as a means of an alternative to custody and the supervision of offenders on probation, post-release community supervision, and/or mandatory supervision offenders.

The rules, regulations, and administrative policy are to be reviewed, commented on and modified as necessary by the Board of Supervisors to allow for changes in law or internal policy.

Upon review of the current rules, regulations, and administrative policy, there are no new revisions being proposed at this time.

#### FISCAL IMPACT:

<b>Funding Source</b>	AB 109 Criminal Justice Realignment & Pretrial Court MOU	<b>Budget Unit</b>	023002 & 023000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
Currently, equipment and monitoring service costs are budgeted in both the Criminal Justice Realignment budget (023002) and the Probation General budget (023000).			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

Revenue from the Court Pretrial MOU is budgeted in the Probation General budget. Electronic Monitoring expenditures are funded from this revenue source.



**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board of Supervisors can reject the rules, regulations, and administrative policy. However, this is not recommended as the Electronic Monitoring program has proven to be a cost-efficient and effective tool used as an alternative to custody as well as a very effective tool for supervision of offenders.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**


Inyo County Sheriff's Office

**ATTACHMENTS:**

1. EMP Policy Manual
2. EMP Application
3. EMP Policy Involuntary Commitments

**APPROVALS:**

Jeffrey Thomson	Created/Initiated - 10/23/2023
Darcy Ellis	Approved - 10/23/2023
Jeffrey Thomson	Approved - 10/23/2023
Stephanie Rennie	Approved - 10/30/2023
Krystal Leonard	Approved - 10/30/2023
John Vallejo	Approved - 10/30/2023
Nate Greenberg	Approved - 11/1/2023
Jeffrey Thomson	Final Approval - 11/1/2023

 <p><b>ALTERNATIVE SENTENCING POLICY MANUAL</b></p>	<p>SECTION: 2 <span style="float: right;">Page 1 of 4</span></p> <p>SUBJECT: EMP MANUAL-Program Authority/ Rules and Regulations/Eligibility/Rejection/Termination</p> <p><b>Revised: July 1, 2021</b></p>
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## **A. Program Authority**

1. Penal Code Section 1203.016 authorizes the Board of Supervisors to authorize the county Correctional Administrator to establish alternative sentencing programs in which inmates committed to a county jail or correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily or involuntarily be placed in a home detention program during their sentence in lieu of confinement in a county jail or other county correctional facility or program under the auspices of the Probation Officer.
2. The County Correctional Administrator is appointed by the Board of Supervisors on an annual basis. In Inyo County, the Chief Probation Officer and Sheriff are Co-County Correctional Administrators.
3. Pursuant to Penal Code Section 1203.016(b), the Board of Supervisors, in consultation with the Correctional Administrator, may prescribe reasonable Rules and Regulations under which a home detention program may operate. The Rules and Regulations of the home detention program shall be written and reviewed on an annual basis by the Board of Supervisors and shall be given to or made available to any participant upon request.
4. Pursuant to Penal Code Section 1203.016(d), the Correctional Administrator has specific authority to allow a person to participate in the program or to determine if a person is eligible and amenable to participation in the program.

## **B. Program Amenability**

1. Defendant amenability for Electronic Monitoring shall be determined by a combination of factors, including:
  - a. The Defendant's risk to reoffend, as indicated by a validated risk assessment.
  - b. The Defendant's criminal record, including any history of serious or violent felonies.
  - c. Any rules violations the Defendant committed while in custody.
  - d. The Defendant's history of failure to appear at court.
  - e. The Defendant's history of compliance with any supervision conditions.
  - f. Any prior history of non-compliance with Electronic Monitoring.
  - g. The Defendant's current willingness to comply with the rules and regulations of Electronic Monitoring.
  - h. The Defendant's current living arrangements, including whether or not Electronic Monitoring equipment will function at his or her home; presence of family members

or others living with the Defendant who are unwilling to cooperate with EMP or otherwise present as an officer safety risk.

- i. Any other factor that would, in the supervising officer's opinion, objectively disqualify the Defendant from program participation.

### **C. Program Exclusion**

1. The following defendants shall be excluded from Electronic Monitoring, unless otherwise approved by Probation Department Administration.
  - a. Any person convicted of an offense listed in Appendix A to this policy, "Excluded List of Crimes."
  - b. Any person with an active arrest warrant.
  - c. Any person who does not have a verifiable, legal address within Inyo County.
  - d. Any person who fails to appear for their scheduled EMP interview without good cause.
2. Defendants who live outside the county and are found unsuitable for EMP due to residency restrictions may request a transfer to an EMP program in their home county. Those defendants will be responsible for the cost of any out-of-county program.
3. In the event the supervising officer determines a defendant is excluded from participation in EMP but is otherwise amenable, or the safety of the public and victim would otherwise be enhanced by the use of EMP, the supervising officer may obtain an Administrative Override from Department Administration and admit the defendant to EMP.

### **D. Minimum/Maximum Sentence**

1. A minimum sentence of 30 days (15 actual days) in jail is required for admittance into the Electronic Monitoring Program. The maximum sentence for admittance into the program is 365 days (180 days actual).

### **E. Credit for Time Served**

1. Where EMP is being utilized as an alternative sentence, for every four (4) days on EM, two (2) days will be deducted from his/her sentence, pursuant to PC 4019(a)(7).

### **F. Court Referrals**

1. Pursuant to Penal Code Section 1203.016(e), the Court may recommend or refer a Defendant to the Correctional Administrator or his or her designee for admission into the program. The recommendation or referral shall be given **great weight** in the determination for acceptance or denial into the program.

## G. Processing Time

1. Courts generally grant non-custodial applicants two (2) to three (3) weeks to apply for an alternative sentencing program. Lacking good cause, applicants who fail to apply for EMP within fifteen (15) days of their custodial date, forfeit their eligibility for EMP and must report to jail to serve their sentence.
2. Defendants who are released on their own recognizance or released on bail with EMP must generally apply for and either be admitted to or denied EMP by no later than their next court date. Such defendants are solely responsible for completing the EMP application packet at the jail, in a timely manner. Upon receipt of the application packet from Pre-Trial defendants, every effort should be made to conduct the interview process, accept or deny the defendant, and to release the defendant on EMP. Upon acceptance or denial of a Pre-Trial defendant, the Court, District Attorney, and attorney for the defendant should be notified as soon as is reasonably possible.

## H. Program Rules

1. Defendants must agree to, and abide by, the following program rules and regulations while participating in the program.
  - a. Not violate any laws. If I receive a traffic citation or have any contact with any police agency, I will report such contact as soon as possible to the Probation Officer.
  - b. Comply with any and all terms and conditions of my supervision, and any reasonable directives issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and will result in a return to custody. It may also jeopardize further eligibility for other alternative programs.
  - c. Not possess, or have in my residence/vehicle, any gun, explosive, or other deadly weapon.
  - d. Not possess or use any narcotic or controlled substance without a valid medical prescription.
  - e. Submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the Probation Officer.
  - f. Not have any form of contact or communication with any other inmates, either in this program, or in any jail, correctional facility, or state prison. (Exceptions to be approved by the Probation Officer.)
  - g. Submit my person, property, residence, or vehicle to search and seizure warrant or probable cause, at any hour of the day or night, by any Probation Officer or Peace Officer.

- h. Inform any co-residents of the program rules and regulations.
- i. Not operate a motor vehicle unless properly licensed and insured.
- j. Enroll and participate in treatment programs or counseling as directed by the Probation Officer.
- k. Report to the Probation Officer at such times and places as directed.
- l. Notify the Probation Officer in advance of any change of address and or phone number.

### **I. Program Removal**

- 1. A participant can be removed from the program for any violation of the program rules.
- 2. A participant who is removed from the program for a violation of the program rules that does not involve incarceration has the right to an administrative appeal of the removal decision.
- 3. Incarceration will result in your removal from the EM program. If removed due to incarceration, reapplication to the program is allowable upon the conclusion of any and all criminal matters before court.

### **J. Appeals Rights and Process**

- 1. Pursuant to Penal Code Section 1203.016(d)(2), any person who is denied entry into Electronic Monitoring shall be so advised in writing, including their right to an administrative appeal of the denial, and the process for filing an appeal with the Department.
- 2. Any participant who is removed from the EM program and is not incarcerated has the right to an administrative appeal of his/her removal from the program.
- 3. The Deputy Chief Probation Officer is responsible for hearing any appeals and has sole authority to override any denial of entry into the program or termination from the program.
- 4. Upon receipt of an appeal, the supervising officer shall immediately forward it to the Deputy Chief Probation Officer, who shall issue a decision on the appeal within three (3) business days. The Deputy Chief Probation Officer shall notify the Defendant in writing as to the final decision to either deny or admit the Defendant into the program.

# INYO COUNTY PROBATION DEPARTMENT



## ALTERNATIVE SENTENCING APPLICATION PROCEDURES

### Interviews by Appointment Only

Please allow at least 2 hours for your visit.

You must be interviewed *and* accepted onto a program prior to the turn-in date listed on your court order or you will need to report to the jail on that date. You should come back to sign up at least three weeks prior to your turn in date. Exceptions will not be made because you waited until the last minute.

Prior to your interview, please read the entire application packet, fill out page three of the application completely, and read and sign pages two and four. This should be done prior to meeting with the officer.

When you meet with the officer, they will decide which program best suits your situation. The staff at the front desk cannot make this decision.



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## **ELECTRONIC MONITORING / HOUSE ARREST** **APPLICATION**

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### **ITEMS NEEDED TO COMPLETE YOUR APPLICATION**

- Application
- Court Minute Order(s)
- Conditions of Probation
- Copy of Restraining/Protective Order(s) (if applicable)
- Driver's License or State ID
- Vehicle Registration
- Vehicle Insurance
- Business License (if applicable)
- Contractor's License (if applicable)
- Telephone/Utility Bill Verifying Address
- Proof of Employment
- Drawing of House/Apartment Floor Plan Including All Rooms and Outbuildings

**DO NOT MAIL. YOUR APPLICATION MUST BE DELIVERED IN PERSON WITH ALL DOCUMENTATION. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**



# INYO COUNTY PROBATION DEPARTMENT

## Alternative Sentencing Agreement

Defendant: \_\_\_\_\_ Case #: \_\_\_\_\_

I, \_\_\_\_\_, understand that participation on an Alternative Sentencing Programs is a privilege and that a Probation Officer will review my application and direct me into an appropriate program. Further, I understand I must comply with the following terms and conditions while participating on any form of Alternative Sentencing. I also understand a violation of any of these conditions and/or program rules may cause my removal from the program without notice. In addition, I understand that the program rules will be enforced for the duration of the program, in conjunction to any other terms and conditions of my probation grant(s).

### Alternative Sentencing Program Rules:

1. I will not violate any laws. If I receive a traffic citation or have any contact with any police agency, I will report such contact as soon as possible to the Probation Officer.
2. I will comply with any and all terms and conditions of my probation, and any directives issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and my return to custody. It may also jeopardize further eligibility for other alternative programs.
3. I will not possess, or have in my residence/vehicle, any gun, explosive, or other deadly weapon.
4. I will not possess or use any narcotic or controlled substance without a valid medical prescription.
5. I will submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the Probation Officer.
6. I will not have any form of contact or communication with any other inmates, either in this program, or in any jail, correctional facility, or state prison. (Exceptions to be approved by the Probation Officer.)
7. I will submit my person, property, residence, or vehicle to search and seizure without any warrant or probable cause, at any hour of the day or night, by any Probation Officer or Peace Officer.
8. I understand that it is my responsibility to inform my co-residents of the program rules and regulations.
9. I will not operate a motor vehicle unless properly licensed and insured.
10. I understand that I may be directed to enroll and participate in treatment programs or counseling by the Probation Officer. If I should fail to obey these directives I may be removed from the program.
11. I will report to the Probation Officer at such times and places as directed.
12. I will notify the Probation Officer in advance of any change in my address and or phone number.

Defendant: \_\_\_\_\_

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

Probation Officer: \_\_\_\_\_

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



**(To be filled out by the applicant)**

NAME: \_\_\_\_\_ CASE NO.: \_\_\_\_\_

FORMAL PROBATION       INFORMAL PROBATION

CHARGES: \_\_\_\_\_

HAIR: \_\_\_\_\_ EYES: \_\_\_\_\_ HT: \_\_\_\_\_ WT: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP

MAILING ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP

EMAIL ADDRESS: \_\_\_\_\_ EMPLOYER: \_\_\_\_\_

WORK ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP

HOME PHONE NO.: \_\_\_\_\_ WORK PHONE NO.: \_\_\_\_\_

CELL PHONE NO.: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

DRIVER'S LICENSE NO.: \_\_\_\_\_ SOCIAL SECURITY NO.: \_\_\_\_\_

VEHICLE INFORMATION:

VEHICLE #1: YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

COLOR \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_

VEHICLE #2: YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

COLOR \_\_\_\_\_ LICENSE PLATE # \_\_\_\_\_

Please state your type of residence:  House  Apartment  Trailer  Other: \_\_\_\_\_

Directions to your residence:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dog(s): Yes  No  Bites: Yes  No

Please list all other residents of your home:

NAME	DOB	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROGRAM START DATE: \_\_\_\_\_ PROGRAM END DATE: \_\_\_\_\_

# ALTERNATIVE SENTENCING HARASSMENT POLICY

As a participant in an **Alternative Sentencing Program**, I am required to treat the Probation Staff, Site Staff, and other Work Release/Work Furlough/ Electronic Monitoring/ Drug Court/Community Services or Juvenile Work Project participants with respect, dignity, and courtesy. At no time will any type of harassment be tolerated. I acknowledge that I may be removed from the program for exhibiting any type of offensive behavior.

**Harassment Defined:**

**Speech**, such as epithets, derogatory comments or slurs, any kind of propositions including but not limited to lewd propositions, or derogatory swearing.

**Physical acts**, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement.

**Visual insults**, such as derogatory drawings, cartoons, or physical gestures.

Any **sexual advances**, requests for sexual favors and other acts of a sexual nature, including any kind of touching, or intimidating, causing a hostile or offensive working environment. (Example: Do not ask a participant for his/her phone number or ask them out on a date).

No Alternative Sentencing participant may be harassed based on his or her:

- ◆ Race or Color
- ◆ Religious Creed
- ◆ National Origin or Ancestry
- ◆ Marital Status
- ◆ Sex or Sexual Orientation
- ◆ Age
- ◆ Physical, Mental or Medical condition
- ◆ Opposition to Unlawful Harassment

**COMPLAINT PROCEDURE:**

Any Alternative Sentencing participant who believes he or she has been harassed must immediately report the offensive behavior to the Adult Supervision Manager either verbally or in writing within 48 hours of the alleged incident.

I have read and understand the above policy:

\_\_\_\_\_  
(Participant)

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

\_\_\_\_\_  
(Probation Officer)

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

**THIS SECTION WILL BE REVIEWED AND COMPLETED  
DURING THE INTAKE WITH A PROBATION OFFICER**

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**Inyo County Probation Department Adult  
Work Release Program**

Defendant: \_\_\_\_\_

CASE NO. \_\_\_\_\_

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Pursuant to the Penal Code, applicants may perform community work at an approved nonprofit worksite. Each participant will receive one day custody credit for every 8 hours worked. Alternative Sentencing participants do not receive custody credits while on a program. Further, failure to appear at the time and place specified by written notice, you may be charged with a misdemeanor pursuant to 4024.2(c) PC.

1. I agree to work as scheduled. I cannot work if I arrive late. I cannot leave until released by the supervisor.
2. Acceptance on Adult Work Release requires a satisfactory physical condition and good health. If this changes due to any injury and/or illness, I will immediately report to the Work Release Office in person with documentation.
3. I will be allowed only \_\_\_\_\_ absences during the program for any reason (including medical, transportation, or employment). I will be required to make up any absences. If I exceed my allowance, I must report in person by 10:00 a.m. to the Adult Work Release office within two (2) working days of the absence.
4. I will wear suitable clothing and shoes for working outdoors; gloves, rain gear, etc. **(No shorts, halter tops, sandals or open-toed shoes, or sleeveless shirts permitted.)** I will bring my own lunch. I will not bring any electronic equipment, including pagers or cell phones.
5. Communication with **anyone** other than Work Release participants, Probation Officers, or site staff is not permitted. No phone calls or visitors.
6. Misbehavior may result in my removal from the program.
7. I will obey all orders of Probation Officer and liaison supervisors.
8. I will work in a safe manner, will not drive any cars or trucks, and will not use any tools or equipment I do not know how to properly operate. I will ask the site supervisor for instructions on tool operation.
9. I understand that all additional rules and regulations listed on page one of this document apply while I am participating on the Adult Work Release Program.
10. I am required to work a minimum of two 8 hour days per week at the assigned work site. No credit will be given for partial workdays. Failure complete two full days could result in my removal from the program.

Participation on the Adult Work Release Program is a privilege and may be revoked at any time. I understand that I am in custody while participating on the Adult Work Release Program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest or a removal letter being sent to the last address provided. The letter will specify my surrender date to the jail and the appeal process.

Defendant: \_\_\_\_\_

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

Probation Officer: \_\_\_\_\_

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

# THIS SECTION WILL BE REVIEWED AND COMPLETED DURING THE INTAKE WITH A PROBATION OFFICER

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## Inyo County Probation Department Electronic Monitoring Program

Defendant:

CASE NO.

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I, \_\_\_\_\_, having been accepted to participate in the Electronic Monitoring Program, understand I must comply with the following terms and conditions. I also understand a violation of any of these Conditions of Agreement may cause my removal from the program without notice. In addition, I understand that the program rules will be enforced for the duration of the program in conjunction to any other terms and conditions of my probation grant(s).

1. I will not tamper with the Electronic Monitoring equipment that has been issued to me, nor will I permit tampering by any other person.
2. Loss, intentional damage, or damage sustained to the unit(s) or their components due to negligence will result in my immediate removal from the program. I will be held financially responsible for all equipment issued to me not to exceed \$2000.00. The actual replacement and or repair cost will be determined by the contracted monitoring company. Reimbursement will be set up through the Probation Department/Revenue Services.
3. Intentional damaged or lost equipment will also result in formal misdemeanor/felony charges being filed with the court.
4. I understand that my participation in the program will be monitored by a tamper-resistant, non-removable G.P.S./RF/SCRAM ankle bracelet or SOBER TRACKS device, which I agree to wear/possess 24 hours a day during the entire period of the Electronic Monitoring Program.
5. I understand that it is my responsibility to advise all individuals residing in my residence of the rules and regulations of this program. All residents of the household and I will grant admittance to my home to any peace officer and or Probation Officer at any hour of the day or night.
6. I understand that I will be required to stay within the interior premises of my home, and / or within the areas determined by the EMP staff while on the program.
7. I will only leave my residence for the following reasons:
  - a. To attend work as **pre-approved** by the Probation Officer.
  - b. To attend and participate in a treatment program or counseling as **pre-approved** by the Probation Officer.
  - c. To attend to personal affairs as **pre-approved** by the Probation Officer.
  - d. When directed to do so by emergency personnel, i.e. police, fire, paramedic, etc.
  - e. When an emergency situation occurs, such as serious illness or injury, or injury to my immediate family or myself necessitates my leaving the residence.
  - f. In the case of (d) and (e) I will immediately, or as reasonably practical, call the Electronic Monitoring Program and advise the Probation Officer of such incidents during business hours. If the incident occurs during non-business hours I will call the Probation Officer's voice mail and explain the nature of my emergency or incident requiring me to leave. I will provide written proof of any incident to the EMP staff the next business day or as reasonably practical.
  - g. All other absences require the prior approval of the Probation Officer. I will be required to provide written documentation verifying these absences.

8. I will not consume or possess any alcoholic beverages, illegal drugs, or narcotics. I will advise the Probation Officer of any prescription drugs I am required to take.
9. I understand that all residents of the household I live in must comply with the following conditions:
  - a. No possession or consumption of alcohol on the premises.
  - b. No possession of illegal drugs or narcotics.
  - c. No dangerous or deadly weapons.
  - d. No resident or guest shall be under the influence of any drug or alcohol.
  - e. No social gatherings will be held except with members of the immediate household, unless prior approval from the EMP staff is obtained.
  - f. No visitors will be allowed unless **pre-approved** by the EMP staff.
10. No persons may join or move into the household unless prior permission is obtained from the Probation Officer.
11. I understand that my employer may be contacted, either in person or by telephone, to verify my continued employment and working hours.
12. I will not change my means of transportation without the prior approval of the EMP staff.
13. I will submit any schedule change request at least one week in advance, during my weekly office visit. I will supply any documentation requested by the Probation Officer to verify my schedule. Schedule change requests will be kept to a minimum to maximize the efficiency of the program.
14. Work schedules may only be changed with the approval of the Probation Officer.
15. The primary use of voice mail is for emergency situations which necessitate my leaving my home at unauthorized times, or to request a return call. I understand that leaving a message on voice mail is **NOT** authorization to change my schedule or leave my home. I must obtain prior approval in person or by telephone from the Probation Officer to change my schedule.
16. I understand that willful failure to return to my residence within the prescribed time, or leaving this address at an invalid time, shall be deemed an escape from custody, and I can be charged and prosecuted to the fullest extent of the law. I further understand that willful failure to abide by the pre-determined schedule established by the Probation Officer may be cause for my removal from the program.
17. During the period I am allowed to leave my residence I will proceed directly to and from the designation(s) that had/have been approved by the Probation Officer.
18. I will be financially responsible for any medical expenses incurred while participating in the Electronic Monitoring Program.
19. I understand that the loss of a receiving signal or the receipt of a tamper signal by the monitoring device shall constitute prima facie evidence that I have violated my curfew. I further agree that the computer printout may be used as evidence in a Court of Law to prove said violation.
20. If released from work or any other program component earlier than usual, or if work or other program component is canceled for the day, I will immediately return to my residence and notify the Probation Officer.
21. I will notify the Probation Officer as soon as possible of any changes in status of my employment, school studies, job training, treatment program, or other Electronic Monitoring Program component or extension.
22. I will be responsible for charging my monitoring device a minimum of 1.5 hours in the morning and 1.5 hours in the evening. In the event the monitoring device battery runs out, I understand that I can be removed from the Electronic Monitoring Program.
23. I will abide by the following rules imposed by the Probation Officer:
 

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Participation in the Electronic Monitoring Program is a privilege and may be revoked at any time. I understand that I may be in custody while participating on the Electronic Monitoring Program. I understand the above rules and regulations and a violation of any rule may result in my removal from the program. Removal may result in immediate arrest or a removal letter being sent to the last address provided. The letter will specify my surrender date to the jail (if applicable) and the appeal process.

**Defendant:** \_\_\_\_\_

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

**Probation Officer:** \_\_\_\_\_

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

**COHABITANT AGREEMENT  
PERMISSION TO SEARCH**

I understand that \_\_\_\_\_ DOB: \_\_\_\_\_  
has applied for the Inyo County Probation's Electronic Monitoring/Home Supervision Program. If  
accepted, the above named applicant will be residing at:

\_\_\_\_\_

(address)

while participating in the program. I understand, as an adult age 18 or older, by signing below that my person and property at the above address is subject to search at any time of day or night without the requirement of probable cause, consent, or search warrant by Electronic Monitoring/Home Supervision staff or by any duly authorized peace officer of the State of California during their participation on the program. I agree to allow access to all and any locked door, safe, cabinet, or other locked items at the request of the program staff.

I also understand that the failure to allow entry into my home or any locked area of my home when requested by Electronic Monitoring/Home Supervision staff or duly authorized peace officer will result in the person being removed from the Electronic Monitoring/Home Supervision Program and returned to incarceration.

**In the space below list all persons living in the household. Include each person's full name, age, and relationship to applicant. All adults 18 or older must also agree to and sign their assent to the above agreement.**

(Print Name)	(Age)	(Relationship)	(Signature if over 18)
1)		<b>SELF</b>	
2)			
3)			
4)			
5)			
6)			
7)			

**RELEASE OF MEDICAL / MENTAL INFORMATION**

I, \_\_\_\_\_ DOB: \_\_\_\_\_ , authorize  
(Print Name)

the release of medical and/or mental health information to the Inyo County  
Probation Department, Electronic Monitoring/Home Supervision staff.

Physician's Name:

\_\_\_\_\_  
(Print Name)

Telephone Number: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
\_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date



**MEDICAL SCREEN**

Are you under a doctor's care for medical or psychiatric reasons?:  Yes  No  
 If yes, provide the following Information:

Doctor Name:
Address:
Telephone Number:

Are you taking any medication:.....  Yes  No  
 If yes, list each of the kinds of the medications:

(Name of Medication)	(MG)	(x Per Day)

Do you now have or have you ever had any of the following:

- |  |  |                      |  |
|--|--|----------------------|--|
| Diabetes                               | <input type="checkbox"/> Yes <input type="checkbox"/> No | Seizures             | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| High Blood Pressure                    | <input type="checkbox"/> Yes <input type="checkbox"/> No | Psychiatric Problems | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Tuberculosis                           | <input type="checkbox"/> Yes <input type="checkbox"/> No | Hepatitis            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Heart Disease                          | <input type="checkbox"/> Yes <input type="checkbox"/> No | Venereal Disease     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| AIDS                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | Asthma               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Emphysema                              | <input type="checkbox"/> Yes <input type="checkbox"/> No | Cancer               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Females only - Are you pregnant: ..... |  |                      | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_





**ALTERNATIVE SENTENCING  
POLICY MANUAL**

SECTION: 5

Page 1 of 2

SUBJECT: Involuntary Commitments

Revised: July 1, 2021

**A. Involuntary Commitments**

1. Pursuant to Penal Code Section 1203.016, the Sheriff has the authority to involuntarily assign inmates to Electronic Monitoring for the purpose of alleviating jail overcrowding.
2. Pursuant to Penal Code Section 1203.016(b), any inmate who is involuntarily assigned to EMP, prior to their release, must be notified in writing of the EMP program rules and regulations and advised of the requirement that they must comply with the Rules and Regulations of EMP.

**B. Procedure for Involuntary Commitments**

1. When the Sheriff desires to release an inmate on EMP, the following procedure will be followed:
  - i. The Jail Sargent will advise in writing the Deputy Probation Officer assigned to EMP of the name of the inmate, the length of time remaining on the inmate's sentence and the reason for release on EMP.
  - ii. Upon being advised, the officer assigned to EMP will provide the inmate with an EMP application packet. The officer will then conduct an intake interview with the inmate, during which a copy of the EMP program rules and regulations will be provided to him or her. During the interview, the officer will explain program rules and regulations to the inmate and obtain a signed agreement to comply with them.
  - iii. Upon the inmate agreeing to comply with program rules and regulations, the officer will determine an appropriate level of supervision and method for monitoring (GPS, RF Home Detention) and determine an appropriate release date and reporting schedule.

**C. Supervision of Involuntary EMP Commitments**

1. The Deputy Probation Officer assigned to EMP will be responsible for the supervision and monitoring of inmates involuntarily assigned to EMP.

#### D. Enforcement of EMP Violations

1. All EMP violations occurring with involuntary commitments will be considered zero tolerance. Inmates found to be in violation of EMP program rules and regulations should be taken into custody and remanded back to the custody of the Sheriff to complete the balance of their sentence.
2. The Sheriff's Department will be responsible for the enforcement and arrest of inmates involuntarily assigned to EMP who are found to be in violation of program rules and regulations. Upon the supervising DPO being notified of a program or rules violation, the DPO should immediately contact the Sheriff's Department and advise them of the nature and circumstances of the violation and the inmate's last known location.
3. The DPO assigned to EMP shall, upon the apprehension of the inmate, complete an appropriate incident report. A copy of the incident report shall be retained in the inmate's file, with the original being forwarded to the jail.
4. Upon the inmate being remanded back to custody, the DPO assigned to EMP shall notify the jail in writing of the amount of credits the inmate earned while on EMP.

#### E. Credit for Time Served

1. Defendants involuntarily assigned to EMP shall be given day for day credit for time served. No good time/work time credits will be awarded.

#### F. Fees for Involuntary Commitments

1. Inmates involuntarily committed to EMP will not be charged an application fee or program fee.

#### G. Residency Requirement

1. Inmates who do not have a legal, verifiable residence in Inyo County will not be eligible for an involuntary commitment to EMP.
2. Inmates whose residence is determined to be unable to support EMP (i.e., the home does not contain a land-line telephone), will be ineligible for involuntary release on EMP.



# 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:  
2023-4280

### County Service Area No. 2 Easement Purchase Resolution Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Travis Dean, Engineering Assistant

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Approve Resolution No. 2023-36, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Sitting as the Governing Body of County Services Area Two, Accepting and Authorizing the Execution and Recording of a Deed of Easement and Easement Agreement Granting an Easement Over 151 Sumac Road to the District," and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The CSA #2 system is a sewer system that serves the Aspendell community and is administered by the County. There is a sewer line the runs from a manhole at the north end of Sumac Road and goes west to a manhole at the northwest corner of the property located at 151 Sumac Road. We camed the line in 2021 and noticed a sag in said sewer line. The existing sewer line runs under a natural spring that saddles the property line between 151 Sumac Road and Forest Service Land. Due to the natural spring, we cannot replace the line in the current location. Due to this, we approached the owner of 151 Sumac Road, and proposed purchasing a sewer line easement for \$1 for the purpose of re-routing the sewer to a manhole located between the properties at 151 Sumac and 134 Sage Drive.

The attached easement would allow the County to re-route the sewer line, bypassing the existing line with a sag in it, allowing the sewer system to continue to operate.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non General Fund	<b>Budget Uni</b>	810001
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5311
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose not to approve the acceptance of the easement, but this is not recommended as we will be unable to fix the sag in the sewer line without it.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. CSA 2 Easement Resolution
2. Deed Of Easement
3. Aspen Exhbt A-061523

**APPROVALS:**

Travis Dean	Created/Initiated - 10/27/2023
Michael Errante	Approved - 10/27/2023
Darcy Ellis	Approved - 10/27/2023
Travis Dean	Approved - 10/27/2023
Grace Chuchla	Approved - 10/27/2023
Breanne Nelums	Approved - 10/31/2023
Amy Shepherd	Approved - 10/31/2023
Nate Greenberg	Final Approval - 11/1/2023

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,  
STATE OF CALIFORNIA, SITTING AS THE GOVERNING BODY OF COUNTY  
SERVICE AREA TWO, ACCEPTING AND AUTHORIZING THE EXECUTION AND  
RECORDING OF A DEED OF EASEMENT AND EASEMENT AGREEMENT  
GRANTING AN EASEMENT OVER 151 SUMAC ROAD TO THE DISTRICT**

WHEREAS, Olivia L. Ower is the owner of the property located at 151 Sumac Road, Bishop, CA 93514 (APN 014-320-47) (“the Property”);

WHEREAS, Ms. Ower wishes to grant an easement across a certain part of the Property to County Service Area Two (“CSA 2”);

WHEREAS, CSA Two desires to accept the easement from Ms. Ower;

WHEREAS, CSA Two and Ms. Ower have formalized the easement to be granted by Ms. Ower in the document that it attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Supervisors, sitting as the governing body of CSA Two, authorizes the Director of Public Works to execute the Deed of Easement and Easement Agreement on behalf of CSA Two;
2. The Board of Supervisors, sitting as the governing body of CSA Two, authorizes the Director of Public Works to sign a Certificate of Acceptance, pursuant to Government Code § 27281, for the recording of the Deed of Easement and Easement Agreement;
3. The Board of Supervisors, sitting as the governing body of CSA Two, approves the payment of \$1 to Ms. Ower, as consideration for the rights granted to CSA Two via the Deed of Easement and Easement Agreement.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Roeser, Chairperson  
Inyo County Board of Supervisors

ATTEST: Nate Greenberg  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board



Free Recording Pursuant to Gov't Code § 27382 Requested By: County Service Area 2  When Recorded Mail To: Inyo County Public Works Dept. PO Drawer Q Independence, CA	Above space for Recorder's Use Only
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**DEED OF EASEMENT AND EASEMENT AGREEMENT**

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922


This deed of easement and easement agreement is made and entered into between OLIVIA L. OWER, a single woman, ("Grantor"), and COUNTY SERVICE AREA 2, a County Service Area in the County of Inyo formed pursuant to Government Code § 25210.1 ("Grantee").

Grantor is the owner in fee simple of the following real property in the County of Inyo, State of California: Lot 7 of Aspendell Subdivision Tract No. 2, in the County of Inyo, State of California, as per map recorded in Book 2, Pages 52 and 53 of Subdivision Maps ("the Property"). The Property is commonly known as 151 Sumac Road, Bishop, CA 93514 (APN 014-320-47).

Grantor and Grantee hereby agree as follows:

1. For valuable consideration, adequacy and receipt of which is acknowledged by Grantors, Grantors grant to Grantee, its successors, and any third parties working for Grantee's benefit a perpetual, non-exclusive easement over the Property as specifically described and depicted in the document attached hereto as Exhibit A.
2. This Easement Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, executors, grantees, successors, and assigns.
3. This Easement Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations made by either party, other than those agreements, promises, and representations contained within this Easement Agreement, shall be of no force or effect.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Deed of Easement and Easement Agreement on the dates indicated below.

Dated: 09/10/2023 \_\_\_\_\_  \_\_\_\_\_  
 OWNER

Dated: \_\_\_\_\_

OWNER

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante  
Director, Inyo County Public Works

**CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281**

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between OLIVIA L. OWER and COUNTY SERVICE AREA TWO, a County Service Area in the County of Inyo formed pursuant to Government Code § 25210.1, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors, sitting as the governing body of County Service Area Two, pursuant to authority conferred by Resolution No. 2023-\_\_\_\_ of the Board of Supervisors on \_\_\_\_\_, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante  
Director, Inyo County Public Works

# EXHIBIT A

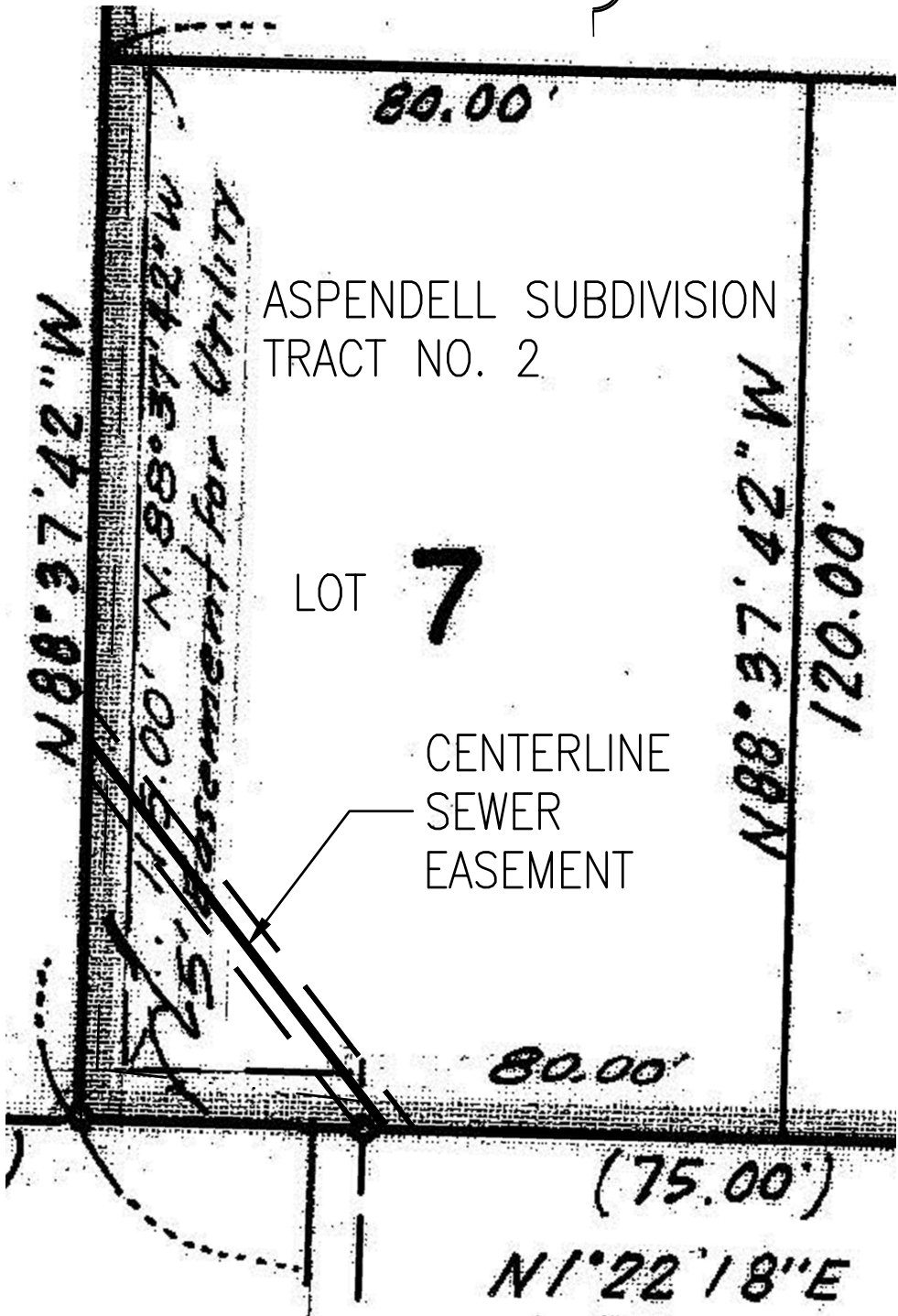
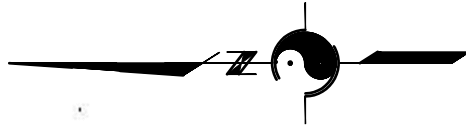
AN EASEMENT FOR THE INSTALLATION, MAINTENANCE, AND REPAIR OF AN UNDERGROUND SEWER LINE AND OTHER UNDERGROUND AND ABOVE-GROUND APPURTENANCES BEING LOCATED IN A PORTION OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 31 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF INYO, STATE OF CALIFORNIA BEING 5 FEET IN WIDTH AND 2.5 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 7 OF ASPENDELL SUBDIVISION TRACT NO. 2 FILED ON JUNE 20, 1967 IN BOOK 2 OF SUBDIVISION MAPS, PAGES 52 AND 53; SAID POINT BEARS  $S1^{\circ} 22' 18''W$ , 34.53' FEET FROM THE NORTHWESTERLY CORNER OF LOT 7, SAID CORNER BEING MARKED BY A  $3-1/4''\phi$  BLM BRASS CAP DATED 2019 INSCRIBED AP3 SET PER BLM DEPENDENT RESURVEY OF SECTION 20 ACCEPTED ON 8/7/2020, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE  $N52^{\circ} 33' 31''E$ , 55.09 FEET MORE OR LESS TO A POINT ON THE NORTHERLY LINE OF SAID LOT 7, SAID POINT BEARS  $S88^{\circ} 37' 42''E$ , 42.93 FEET FROM SAID NORTHWESTERLY CORNER. THE EASEMENT LINES BEING LENGTHENED OR SHORTENED RESPECTIVELY TO TERMINATE AT EACH RESPECTIVE LOT LINE.

THE BEARINGS FOR THIS DESCRIPTION HAVE BEEN TRANSCRIBED FROM SAID ASPENDELL SUBDIVISION TRACT NO. 2 PLAT.



EXP DATE: 06/30/2025



ASPENDELL SUBDIVISION  
TRACT NO. 2

LOT 7

CENTERLINE  
SEWER  
EASEMENT

PLAT OF UNDERGROUND  
SEWER LINE EASEMENT



# 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:  
2023-4261

### Amendment No. 5 to the Agreement with Environmental Science Associates

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

#### ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

#### RECOMMENDED ACTION:

A) Approve the decrease in fees for Amendments 1-3 in the amount of \$65,000.00; B) approve Amendment No. 5 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, extending the term end date from November 15, 2023 to November 15, 2025; and C) approve the increase of fees in the amount of \$36,669.00 for the increased scope of work for a new not-to-exceed amount of \$628,027.00 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On November 13, 2018, your Board approved a 5 year on-call contract with Environmental Science Associates (ESA) for airport environmental services. In 2021, ESA completed the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews for the introduction of Airline Service at Bishop Airport. In 2022, they began the NEPA and CEQA reviews for the Runway 12-30 Safety Area Improvement Project, which is still underway. Due to delays caused by FAA staffing shortages, the environmental review is 6-8 months behind schedule, and will not be completed before the end of the original 5-year contract term. This amendment extends the term by two years and increases the compensation for the scope of work associated with these environmental documents, to account for cost increases caused by the project delays and recent updates to FAA guidance governing the document preparation.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Grant Funded (FAA grant)	<b>Budget</b>	630306
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
The costs associated with this contract are budgeted in the FY 23/24 budget			
<b>Future Fiscal Year Impacts</b>			

None

**Additional Information**

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the amendment. This is not recommended because the environmental documents are close to completion.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. ESA Amendment 5
2. Environmental Science Associates Contract
3. ESA Amendment No. 1
4. ESA Amendment No. 2
5. ESA Amendment No. 3
6. ESA Amendment No. 4

**APPROVALS:**

Ashley Helms	Created/Initiated - 10/24/2023
Darcy Ellis	Approved - 10/24/2023
Ashley Helms	Approved - 11/1/2023
Breanne Nelums	Approved - 11/1/2023
Michael Errante	Approved - 11/1/2023
John Vallejo	Approved - 11/1/2023
Amy Shepherd	Approved - 11/2/2023
Nate Greenberg	Final Approval - 11/2/2023

**AMENDMENT NO. 5**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 15, 2018, on County of Inyo Standard Contract No. 161, for the term from November 15, 2018 to November 15, 2023.

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed six hundred and twenty-eight thousand, and twenty seven dollars (\$628,027). (hereinafter referred to as “contract limit”).
2. Consultant’s fee for the scope of work described in Attachment A-4 to the contract shall be modified as described in Attachments B-5.
3. The contract term is extended from November 15, 2023 to November 15, 2025.

The effective date of this amendment to the Agreement is 11/7/2023.

All other terms and conditions of the Agreement are unchanged and shall remain the same.



**AMENDMENT NO. 5**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**COUNTY OF INYO**

**CONSULTANT**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**

**FROM:** November 15, 2018      **TO:** November 15, 2023

The scope of work described in Attachment A-4, dated February 1, 2022, is revised to include complying with new FAA guidance on the analysis of greenhouse gas emissions and document accessibility standards pursuant to Section 508 of the Rehabilitation Act. Additionally, this amendment acknowledges the additional project management effort required for the scope of work described in Attachment A-4 due to extensive delays in the project timeline.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 15, 2018      **TO:** November 15, 2023

**SCHEDULE OF FEES:**

The compensation for the scope of work described in Attachment A-5 shall be \$36,669. Additionally, the scope of work detailed in Amendments 1-3 to this contract was completed for less than the contract limit. Therefore, \$65,000 in unexpended funds associated with Amendments 1-3 are removed from the contract. Amendment 5 decreases the not to exceed amount of the contract by \$28,331 to \$628,027. The compensation for this amendment shall be at the rates described in Attachment B-4 to the contract.

The Director of Public Works may add to or modify the approved job classification list as necessary to account for personnel changes at ESA. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase in the contract Not-to-Exceed amount.

# *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 13<sup>th</sup> day of November 2018 an order was duly made and entered as follows:

*Public Works –  
Environmental  
Science Associates  
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed \$7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13<sup>th</sup>  
Day of November, 2018



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>December 14, 2018</i>



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent     Departmental     Correspondence Action     Public Hearing
- Schedule time for     Closed Session     Informational

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

**DEPARTMENTAL RECOMMENDATIONS:**

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed \$7,942.00 for the period from November 15, 2018 through November 15, 2023;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

**ALTERNATIVES:** The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

**OTHER AGENCY INVOLVEMENT:**

The auditor's office to make payments to the contractor after the contract is awarded;  
County counsel to review and approve the contract;

**FINANCING:** The costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/7/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/8/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/8/18</u>

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 11/8/18  
(Not to be signed until all approvals are received)

**BUDGET OFFICER SIGNATURE** [Signature] Date: 11/8/2018  
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (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 Director of Public Works. 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.

**2. PERFORMANCE PERIOD**

**(Choose Option 1 or Option 2)**

**Option 1 – Standard Contract**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

**Option 2 – On-Call Contracts**

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

**3. 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 Department. 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 Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five \$ 8,155 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant 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**

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.

## **6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA**

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this 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.

## **9. DISADVANTAGED BUSINESS ENTERPRISES**

### **Contract Assurance (§ 26.13)**

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

### **Prompt Payment (§26.29)**

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

## **10. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **11. CLEAN AIR AND WATER POLLUTION CONTROL**

### **(Applies to all contracts that exceed \$150,000)**

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

## **12. ENERGY CONSERVATION REQUIREMENTS**

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **14. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

#### **15. CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## 17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## 18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. DEFENSE AND INDEMNIFICATION**

For professional services rendered under this Contract, 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 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 Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **23. ACCESS TO RECORDS, REPORTS AND AUDIT**

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and 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.

## **24. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be



limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## 25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## 26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **27. 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.

## **28. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **29. TERMINATION FOR CONVENIENCE**

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **30. TERMINATION FOR DEFAULT**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **31. 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 thirty-seven (37) "Amendment" below.

### **32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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 thirty-seven (37) "Amendment."

**37. 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.

**38. 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>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

**Consultant:**

<u>Environmental Science Associates</u>	Name
<u>2600 Capitol Avenue, Suite 200</u>	Address
<u>Sacramento, CA 95816</u>	City and State

**39. 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.

---o0o---



**AGREEMENT BETWEEN COUNTY OF INYO**


**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**


By:   
Signature  
DAN TOTHERON  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

Dated: 11-20-18

Dated: \_\_\_\_\_

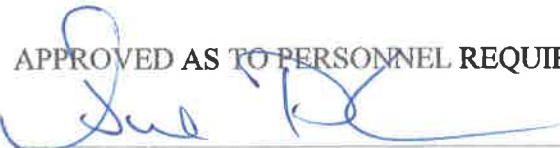
**APPROVED AS TO FORM AND LEGALITY:**

  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **SERVICES**

**TERM:**

**FROM:** November 15, 2018

**TO:** November 15, 2023

**SCOPE OF WORK:**

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **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

Dated: \_\_\_\_\_

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



Signature

Steven R. Albrecht

Print or Type Name

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **SERVICES**

**TERM:**

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The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

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2600 Capitol Avenue  
Suite 200  
Sacramento, CA 95816  
916.564.4500 phone  
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms  
Engineering Assistant  
Inyo County Public Works  
PO Drawer Q / 168 N. Edwards  
Independence, CA 93526

**Subject:** Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

### Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
  - Allegiant Air, with the Airbus 319 aircraft
  - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

Ms. Helms  
November 7, 2018  
Page 2

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These “federal actions” require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

#### NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA’s preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA’s 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County’s coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,



Autumn Ward, CM, ENV SP  
Project Manager



Steven R. Alverson  
Project Director

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

Environmental Science Associates

**AND**

**FOR THE PROVISION OF**

Airport Environmental

**SERVICES**

**TERM:**

**FROM:** November 15, 2018

**TO:** November 15, 2023

**SCHEDULE OF FEES:**

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

## ESA Cost Breakdown

Date 11/7/2018

### DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Director III	Michael Arnold	2	\$ 91.11	\$ 182.22
Senior Director III	Steven Alverson	6	\$ 93.75	\$ 562.50
Managing Associate II	Autumn Ward	18	\$ 50.29	\$ 905.22
Managing Associate II	Steven Smith	16	\$ 49.04	\$ 784.64

Total \$ 2,434.58

**\$2,435**

### FRINGE BENEFITS

Rate      Total  
48.82% \$ 1,188.56

**\$1,189**

### INDIRECT COSTS

Overhead and G&A

Rate      Total  
142.44% \$ 3,467.82

**\$3,468**

### FEE

Rate      Total  
12% \$ 850.91

**\$851**

---

### TOTAL COST

**\$7,942**

---



**NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport  
 ESA Labor Detail and Expense Summary**

		<b>Employee Names</b>				<b>Labor Category</b>					
<b>Task #</b>	<b>Task Name/Description</b>	<b>\$</b>	<b>297</b>	<b>\$</b>	<b>306</b>	<b>\$</b>	<b>164</b>	<b>\$</b>	<b>160</b>	<b>Total Hours</b>	<b>Labor Price</b>
1.0	Prepare Draft EA Scope and Cost Estimate	1		2	2	12	10		25.00	\$	4,477
2.0	Coordination with FAA			2	2	4	2		8.00	\$	1,588
3.0	Prepare Final EA Scope and Cost Estimate	1		2	2	2	4		9.00	\$	1,877
	<b>Total Hours</b>		2	6	18				<b>42</b>		
	<b>Total Labor Costs</b>	\$	594	\$	1,835	\$	2,953	\$	2,560		<b>\$ 7,942</b>

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **SERVICES**

**TERM:**

**FROM:** November 15, 2018

**TO:** November 15, 2023

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Environmental Science Associates

**FOR THE PROVISION OF** Airport Environmental **SERVICES**

**TERM:**

**FROM:** November 15, 2018 **TO:** November 15, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## EXHIBIT B

### Specifications 2

#### Insurance Requirements for Professional Services

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### Other Insurance Provisions

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

##### ***Additional Insured Status***

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

### ***Other Insurance Provisions***

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

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

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

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

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

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

# *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 14<sup>th</sup> day of January 2020 an order was duly made and entered as follows:

***PW – ESA Contract Amendment 1*** Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<b>Routing</b>
CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: January 23, 2020

WITNESS my hand and the seal of said Board this 14<sup>th</sup>  
Day of JANUARY, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** January 14, 2020

**FROM:**

**SUBJECT:** Amendment 1 to the agreement between Inyo County and ESA for the Bishop Airport Environmental Assessment

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

On November 15, 2018, your Board approved the contract with Environmental Science Associates (ESA) for on-call Airport Environmental Services at the Inyo County Airports. The initial scope of work for the contract was to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport. Amendment 1 to the contract will add the completion of the EA, pursuant to the National Environmental Policy Act (NEPA), and the Initial Study, pursuant to the California Environmental Quality Act (CEQA).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

November 15, 2018 Board approved contract with ESA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract amendment; this is not recommended, as it is necessary to complete these environmental documents in a timely manner.

**OTHER AGENCY INVOLVEMENT:**

FAA

**FINANCING:**

The cost associated with this amendment is \$402,672, which will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5100 (Services & Supplies), and may be partially reimbursable at a future date by a grant from the FAA. The approved budget for Fiscal Year 19/20 included \$250,000 in this budget and object code, other expenses associated with this contract will be incurred in Fiscal Year 20/21.



**ATTACHMENTS:**

1. ESA Contract Amendment 1
2. ESA Contract

**APPROVALS:**

Ashley Helms	Created/Initiated - 12/19/2019
Darcy Ellis	Approved - 12/19/2019
Ashley Helms	Approved - 1/7/2020
Michael Errante	Approved - 1/7/2020
Marshall Rudolph	Approved - 1/7/2020
Denelle Carrington	Approved - 1/8/2020
Amy Shepherd	Approved - 1/8/2020
Michael Errante	Approved - 1/8/2020
Clint Quilter	Final Approval - 1/8/2020

**AMENDMENT NO. 1**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and ten thousand, six hundred and fourteen (\$410,614). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-1 to the contract.
3. Consultant’s fee for the scope of work described in Attachment A-1 to the contract shall be as described in Attachment B-1 to the contract.

The effective date of this amendment to the Agreement is 1/14/2020.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NO. 1**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
14th DAY OF January, 2020.

**COUNTY OF INYO**

**CONSULTANT**

By: 

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

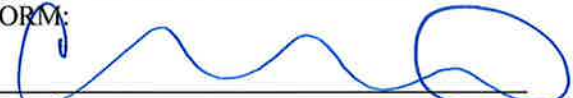
Dated: 1/14/20

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
County Auditor

**AMENDMENT NO. 1**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**COUNTY OF INYO**

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

Dated: \_\_\_\_\_

**CONSULTANT**



By: Michael R. Arnold, Senior Vice President  
Environmental Science Associates

Dated: January 13, 2020

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services will be in general accordance with the Consultant's proposal titled *Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport*, dated December 26, 2019, included herein.



2600 Capitol Avenue  
Suite 200  
Sacramento, CA 95816  
916.564.4500 phone  
916.564.4501 fax

www.esassoc.com

December 26, 2019

Ms. Ashley Helms  
Engineering Assistant  
Inyo County Public Works  
PO Drawer Q / 168 N. Edwards  
Independence, CA 93526

**Subject:** Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport

Dear Ms. Helms:

Thank you for contacting ESA to submit a proposal to conduct National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews of proposed airline service at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Autumn Ward as Project Manager. In this capacity, Autumn will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Autumn will be supported by Project Director Steven Alverson, Deputy Project Manager Chris Jones, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

### Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

- Amendments to the Operations Specifications for:
  - United Airlines (United Express), assumed to be the CRJ700, to allow scheduled commercial air service to BIH; and
- Issuance of a Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 Code of Federal Regulations (CFR) Part 139.

Approval and implementation of the Proposed Project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and FAA Order 8900.1, Change 489, *Flight Standards Information Management System*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation.



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December 26, 2019  
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## Scope of Work

### **TASK 1: MOBILIZATION AND EARLY COORDINATION**

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.

#### **1.1 Finalize Project Description**

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. The project description will include relevant information from the aircraft activity forecast under review by the FAA and the transportation plan being prepared by the County and Mammoth Lakes Tourism.

Preparation of the project description will also include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA) and an impact area for Biological Resources for the Proposed Project's compliance with the federal Endangered Species Act.

#### **1.2 Early Agency Coordination**

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

### **NEPA ENVIRONMENTAL ASSESSMENT**

#### **TASK 2: SCOPING**

##### **2.1 Scoping**

ESA will support the County in the scoping process for the EA. ESA will assist the County in drafting scoping letters to be delivered by the County to the relevant public agencies. It is understood that the County will conduct and manage the scoping meeting; however, ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at two scoping meetings is included.

#### **TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES**

##### **3.1 EA Introduction**

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

##### **3.2 Purpose and Need Statement**



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The purpose of and need for the Proposed Project will be concisely described in this task. The FAA's statutory purpose and need will be included and federal actions required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

### **3.3 Alternatives Identification and Evaluation**

For the purposes of this scope of work, alternatives that will be evaluated in the EA will include the Proposed Project and the No-Action Alternative. Each alternative retained will be concisely compared in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. If other alternatives that meet both the purpose and need for the project are retained, the evaluation of these additional alternatives, ESA would evaluate the alternatives as an additional service. Should the evaluation of additional alternatives be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

### **TASK 4: AFFECTED ENVIRONMENT**

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared.

#### **Resources Not Affected**

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative at this time. A brief statement explaining why each resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (limited to the Archaeological Resources subcategory)
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

#### **4.1 General Study Area and Base Maps**

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost. Aircraft procedure plates will also be used to help delineate the general study area.

#### **4.2 Description of the Affected Environment**

To describe existing conditions, ESA will document and describe the resources and conditions listed below. This task will require research, coordination with agencies, and data acquisition.

Each resource category listed in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact, would be briefly discussed at the beginning of this section of the





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EA. No further analysis of these resources would be made in the EA. At this time, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, and Water Resources (Wild and Scenic Rivers subcategory).

#### **4.2.1 Air Quality**

##### **4.2.1.1 Data Collection and Attainment Status**

This task will involve collecting data necessary to identify and describe existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the California Ambient Air Quality Standards (CAAQS) for ozone (O<sub>3</sub>) and PM<sub>10</sub>. However, the federal action is not subject to a General Conformity analysis and potential conformity determination for ozone precursors Volatile Organic Compounds (VOCs) and oxides of nitrogen (NO<sub>x</sub>), particulate matter, and carbon monoxide is not required.

##### **4.2.1.2 Emissions Inventory**

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT [AEDT 3b at the time of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations, and CalEEMod or other FAA-approved calculation methods for stationary and mobile emissions sources. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from aircraft operations and stationary sources routinely associated with the activities associated with the proposed aircraft operations.

#### **4.2.2 Biological Resources**

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the previously completed biological field survey and additional analysis to determine whether other federally-listed threatened or endangered species occur within the GSA, under this task.

#### **4.2.3 Climate**

In conjunction with Task 4.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

#### **4.2.4 Department of Transportation (DOT) Act: Section 4(f) Resources**

Section 4(f) refers to the original section within the U.S. Department of Transportation Act of 1966 which provided for consideration of park and recreation lands, wildlife and waterfowl refuges, and historic sites during transportation project development. ESA will identify Section 4(f) resources (if any) in the general study area that are subject to the protective provisions of the DOT Act (as amended). ESA will briefly describe each resource and provide a table with existing aircraft noise levels at each resource located within the Community Noise Equivalent Level (CNEL) 65 contour. The analysis will take into account existing flights to and from Mammoth Yosemite Airport (MMH).



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#### **4.2.5 Hazardous Materials, Solid Waste, and Pollution Prevention**

ESA will review online databases to identify known areas of contamination or areas having environmental concerns on or adjacent to the Airport. This may include, but not necessarily be limited to, reasonably available environmental site assessments conducted previously at BIH; information related to any known surface water, groundwater, or soil contamination at BIH; and information related to remediation programs at BIH. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies. ESA will summarize information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies.

#### **4.2.6 Historical, Architectural, and Cultural Resources**

ESA will delineate and describe the APE, identify and discuss the location of previously recorded resources on and in the vicinity of BIH through a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside, and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

#### **4.2.7 Land Use**

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

#### **4.2.8 Natural Resources and Energy Supply**

ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

#### **4.2.9 Noise and Noise-Compatible Land Use**

##### **4.2.9.1 Noise Contour Development**

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings to reflect the aircraft operational information and the noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.

This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites, Section 4(f) resources, and National Register properties (if any) within the general study area.

##### **4.2.9.2 Noise Exposure Estimates**

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites, Section 4(f) resources, and National Register properties (if any) located within the general study area.



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#### **4.2.10 Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks**

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using U.S. Census Bureau, state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

As part of the Socioeconomics analysis the transportation study that will be prepared by the County’s consultant will be used to assess existing traffic conditions, including current traffic patterns, and the level of service (LOS) on nearby roads.

#### **4.2.11 Visual Effects**

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing aircraft light emissions into nearby light-sensitive areas will be evaluated.

#### **4.2.12 Water Resources**

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using reasonably available reports and data sets. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also review and describe any regulatory floodplains within the general study area, should they exist.

### **TASK 5: ENVIRONMENTAL CONSEQUENCES**

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project and the No-Action Alternative for the specific impact categories listed in the FAA’s 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

#### **Resources Not Affected**

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project or the No-Action Alternative.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (Archaeological Resources subcategory)
- Water Resources ( Wild and Scenic Rivers subcategory)

#### **Study Years and Analysis of Impacts**

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: the first full year of operation and year 2028 conditions.

### **5.1 Air Quality**

#### **5.1.1 Operational Emissions**

Using the current FAA-approved version of AEDT (AEDT 3b), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. As an increase in surface transportation between the Airport and Mammoth would be anticipated as a result of the introduction of commercial aircraft service, emissions from surface transportation will need to be assessed. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary and mobile sources routinely associated with Airport activities for the No-Action Alternative and the Proposed Project for both future EA study years.



Ms. Ashley Helms  
December 26, 2019  
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## **5.2 Biological Resources**

### **5.2.1 Biotic Communities**

Based on data and information developed in Task 4, potential impacts to habitat and vegetative communities will be quantified. Impacts to wildlife will be evaluated qualitatively.

### **5.2.2 Threatened and Endangered Species**

The effect of the Proposed Project and No-Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated in this task. Using information collected in Task 4, an assessment of the potential use of the general study area by state- and federally-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species and essential fish habitat is not anticipated.

## **5.3 Climate**

Using data developed in Task 5.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO<sup>2</sup>e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

## **5.4 Section 4(F) Resources**

Because the Proposed Project would not include any construction activity, direct impacts to Section 4(f) resources are not anticipated. ESA will verify and document the anticipated lack of direct impacts in a concise statement in the EA. Indirect impacts, typically associated with impacts associated with other categories such as noise, will be evaluated qualitatively. The need for the preparation and coordination of a formal Section 4(f) Statement is not anticipated.

## **5.5 Hazardous Materials**

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the operation of the Proposed Project or the No-Action Alternative. The assessment will qualitatively assess:

- Potential involvement with any currently unidentified sites within or immediately adjacent to the general study area.
- The storage and use of hazardous materials and petroleum-based products during the normal operation of the Proposed Project.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly-accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

## **5.6 Historic and Cultural Resources**

ESA will evaluate whether the Proposed Project and the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an additional service. Should these services be required, ESA will prepare a brief scope of work and cost



Ms. Ashley Helms  
December 26, 2019  
Page 8

estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

### **5.7 Land Use**

In addition to the impacts of noise on land use compatibility, ESA will evaluate existing and planned land uses that may be affected by the Proposed Project. In addition, the presence of any of land uses that could have an adverse effect on safe aircraft operations within the distances referenced by FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*, shall be disclosed. ESA will discuss whether or not the Proposed Project would be inconsistent with approved state and/or local plans and laws.

### **5.8 Natural Resources and Energy Supply**

The impacts of the Proposed Project will be assessed in regard to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

### **5.9 Noise and Noise-Compatible Land Use**

#### **5.9.1 Noise Contour Development**

ESA will update the AEDT model inputs to account for new scheduled commercial air service to BIH. CNEL 65, 70, and 75 contours for the Proposed Project for the 2021 and 2028 future year conditions will be developed using the approved aviation forecast and the latest version of the FAA's AEDT model. This task includes developing CNEL contours for the No-Action Alternative using the Airports' existing configuration and baseline forecast. It is anticipated that aircraft substitutions will not be required for the development of the noise contours. Standard aircraft profiles are expected to be employed. This task does not include the use of supplemental metrics.

ESA will review and update information, inputs, assumptions, and assumptions used to develop the No-Action Alternative and Proposed Project CNEL contours. This process would consider potential changes to aircraft fleet mix, runway use patterns, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

#### **5.9.2 Noise Impact Assessment**

ESA will calculate the types and amount of land uses within the No-Action Alternative and the Proposed Project CNEL 65 and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of 1.5 CNEL or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would experience an increase of 3 dB CNEL within the CNEL 60 contour (but below CNEL 65). Increases of 3 dB CNEL over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.



## **5.10 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks**

### **5.10.1 Socioeconomics**

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information from public agencies and information provided by the County (e.g., number of new jobs at BIH). The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

Based on the transportation study for the Proposed Project that will be prepared by the County's consultant, an assessment of traffic impacts will be included to determine if the Proposed Project and the No-Action Alternative would result in a change in traffic patterns, fleet mix, and volumes that would reduce the level of service (LOS) on nearby roads to unacceptable levels.

### **5.10.2 Environmental Justice**

Impacts of the Proposed Project and the No-Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS, census, and local parcel data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

### **5.10.3 Children's Environmental Health and Safety Risks**

Impacts of the Proposed Project and the No-Action Alternative will be assessed qualitatively with regard to any increased risk related to children's environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

### **5.11 Visual Effects**

The potential for visual impacts arising from the intrusion of aircraft light emissions into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

### **5.12 Water Resources**

The effects of the Proposed Project and the No-Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.

#### **5.13.1 Wetlands**

Potential impacts to jurisdictional and non-jurisdictional wetlands (if any) will be discussed and documented. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.



### **5.13.2 Surface Waters and Ground Water**

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts associated with the operation of the Proposed Project will be assessed and potential mitigation measures will be discussed.

### **5.13.3 Water Supply**

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

### **5.14 Cumulative Impacts / Other Considerations**

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

## **TASK 6: DRAFT EA**

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

### **6.1 Preliminary Draft EA**

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare PDEA Version 2 for FAA review. Two electronic copy copies of PDEA Version 2 (Microsoft Word and PDF format with incorporated figures) will be produced and distributed. Distribution will be made electronically via ESA's Deliverit file sharing website. Delivery of PDF copies on USB flash drive is optional. ESA anticipates hosting and participating in one web-based meeting with the County and FAA to discuss comments on PDEA Version 2.

### **6.2 Draft EA**

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy produced.

Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to eight copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 12 CD-ROMs or USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

### **6.3 Agency / Public Coordination of Draft EA**

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. ESA will place the Notice in the legal section of one local newspaper for one day. The County will be responsible for placing the Notice (and Draft EA) and on the County's website. ESA will prepare a Draft EA distribution letter and send a copy of the Draft EA document to the local library for public review and to the selected agencies. ESA anticipates that the EA will be produced only in English.



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December 26, 2019  
Page 11

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in Bishop; however, a second Public Information Workshop can be held in Mammoth as an optional task. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four members of ESA will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty-five (25) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Workshop/Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the costs of the space where the Workshop/Hearing will be held.

#### **6.4 Draft EA Comment Analysis and Response**

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

### **TASK 7: FINAL EA REPORT PREPARATION**

#### **7.1 Preliminary Final EA**

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's Deliverit file sharing website.

#### **7.2 Final EA**

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) CD-ROMs or USB flash drives containing a PDF copy of the Final EA.

### **CEQA DOCUMENTATION**

#### **TASK 8: CEQA Documentation**

##### **8.1 Review of Environmental Resource Categories**

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 4, and 5 of this scope of work will be used to inform this analysis.

##### **8.2 Administrative Draft Initial Study**

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's Deliverit file sharing website. o Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation (e.g., Negative Declaration [ND], Mitigated Negative Declaration [MND], or





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categorical exemption [CatEx]). For purposes of this scope of work, it is anticipated that either a Negative Declaration or Mitigated Negative Declaration will be the appropriate CEQA document for this project.

### **8.3 Public Draft Initial Study**

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

### **8.4 Administrative Draft CEQA Document**

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.

ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

### **8.5 Public Draft CEQA Document**

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

As part of this submittal, ESA will prepare a draft letter to the California Department of Fish and Wildlife (CDFW) regarding the CDFW CEQA filing fee for review and approval by the County. The County will be responsible for submitting the letter to CDFW prior to adoption of the ND or MND so the appropriate CDFW filing fee can be submitted with the Notice of Determination that will be filed with the Inyo County Clerk.

### **8.6 Response to Comments**

ESA will create a matrix of comments received from agencies and the public on the Draft IS/ND or IS/MND along with corresponding responses. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

### **8.7 Final CEQA Document and Approval Documents**

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/ND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final CEQA Document. ESA will submit one (1) electronic copy of the final draft CEQA Document to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will submit nine (9) hard copies of the Final CEQA document and one (1) electronic ADA compliant PDF copy of the Final CEQA document.

## **TASK 9: PROJECT MANAGEMENT - NEPA**

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA and regular status update calls, project



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management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

**TASK 10: PROJECT MANAGEMENT - CEQA**

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

Autumn Ward, CM, ENV SP  
Project Manager

Steven R. Alverson  
Project Director

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

**SCHEDULE OF FEES:**

The compensation for the scope of work described in Attachment A-1 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/27/2019.

The cost for this amendment increases the not to exceed amount by \$402,672, to \$410, 614.

This amendment shall also allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at ESA. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

# ESA Cost Breakdown

Date 12/27/2019

**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	\$86.54-\$131.25	28	\$ 93.75	\$ 308.51	\$ 8,638.31
Senior Director III	Steven Alverson	\$86.54-\$131.25	149	\$ 96.15	\$ 316.42	\$ 47,146.69
Managing Associate II	Autumn Ward	\$43.27-\$51.44	256	\$ 53.65	\$ 176.56	\$ 45,200.23
Managing Associate II	Steven Smith	\$43.27-\$51.44	302	\$ 50.00	\$ 164.54	\$ 49,690.64
Managing Associate III	Chris Jones	\$51.73-\$65.00	497	\$ 66.83	\$ 219.91	\$ 109,296.71
Director III	Heidi Rous	\$64.42-\$96.15	28	\$ 91.39	\$ 300.76	\$ 8,421.23
Managing Associate II	Joza Burnam	\$43.27-\$51.44	132	\$ 47.12	\$ 155.05	\$ 20,466.11
Managing Associate II	Susumu Shirayama	\$43.27-\$51.44	116	\$ 52.10	\$ 171.44	\$ 19,886.69
Senior Associate II	Sean Burlingame	\$35.00-\$41.33	92	\$ 41.49	\$ 136.54	\$ 12,561.25
Managing Associate III	Chris Sequeira	\$51.73-\$65.00	104	\$ 58.89	\$ 193.81	\$ 20,156.04
Senior Associate II	Johanna Kahn	\$35.00-\$41.33	28	\$ 36.42	\$ 119.84	\$ 3,355.64
Associate II	Joseph Sanders	\$25.96-\$31.49	32	\$ 27.64	\$ 90.97	\$ 2,911.09
Associate III	Eryn Pimentel	\$31.74-\$35.67	64	\$ 39.04	\$ 128.47	\$ 8,221.88
Project Technician III	James Songco	\$36.54-\$44.23	40	\$ 40.14	\$ 132.11	\$ 5,284.24
Project Technician II	Kristine Olsen	\$24.96-\$36.59	130	\$ 36.54	\$ 120.26	\$ 15,633.52
Associate I	Phoebe Weiman	\$20.00-\$25.74	140	\$ 24.04	\$ 79.11	\$ 11,074.73

2,138

Total

**\$387,945**

**FRINGE BENEFITS**

Rate  
49.87%

**INDIRECT COSTS**

Overhead and G&A

Rate  
143.95%

**FEE  
EXPENSES**

Rate  
12%

**\$14,727**

**TOTAL COST**

**\$402,672**

**AMENDMENT NO.2**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and forty thousand, three hundred and sixty two (\$440,362). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-2 to the contract.
3. Consultant’s fee for the scope of work described in Attachment A-2 to the contract shall be as described in Attachment B-2 to the contract.
4. Consultant's fee for travel and per diem payments shall be as described in Attachment C-2 to the contract.

The effective date of this amendment to the Agreement is 4/7/2020.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NO. 2**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**COUNTY OF INYO**

**CONSULTANT**

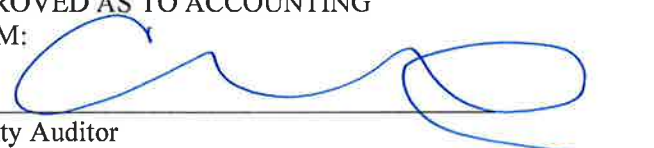
By:   
Dated: 4/17/20

By: \_\_\_\_\_  
Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
County Auditor

**AMENDMENT NO. 2**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**COUNTY OF INYO**

**CONSULTANT**

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

By: Steven Alverson

Dated: \_\_\_\_\_

Dated: April 7, 2020

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services under this amendment will include the following additions to the scope contained in Attachment A-1:

**Project Understanding and NEPA and CEQA Context**

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

ADD:

- Runway Safety Area (RSA) improvements to Runway 12/30, including brush removal, grading, and fill, to be conducted in two phases.
- Implementation of declared distances on Runway 12.

Scope of Work

**TASK 1: MOBILIZATION AND EARLY COORDINATION**

**1.1 Finalize Project Description**

ADD:

A revised APE will be developed to reflect the addition of the RSA improvements to the project.

**1.2 Early Agency Coordination**

*No Change*

**NEPA ENVIRONMENTAL ASSESSMENT TASK 2: SCOPING**

**2.1 Scoping**

*No Change*

**TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES**

**3.1 EA Introduction**

*No Change*

**3.2 Purpose and Need Statement**

*No Change*

**3.3 Alternatives Identification and Evaluation**

*No Change*



**TASK 4: AFFECTED ENVIRONMENT**

*No Change*

**TASK 5: ENVIRONMENTAL CONSEQUENCES**

**5.1 Air Quality**

**5.1.1 Operational and Construction Emissions**

*ADD:* Emissions associated with the RSA improvements will also be estimated and tabulated for use in the EA.

**TASK 6: DRAFT EA**

*No Change*

**TASK 7: FINAL EA REPORT PREPARATION**

*No Change*

**CEQA DOCUMENTATION**

**TASK 8: CEQA Documentation**

*No Change*

**TASK 10: PROJECT MANAGEMENT - CEQA**

*No Change*

*ADD:*

**TASK 11: PREPARE TECHNICAL STUDIES**

Based on the addition of ground disturbing activities as part of the Proposed Project and a resulting expansion of the general study area, we have included preparation of biological and cultural resource studies in this scope of work. The studies will support the EA analyses of proposed project effects to biological resources and cultural resources, as well as the FAA's consultation with resource agencies for the Proposed Project. In addition, unless otherwise noted in this scope of work, the technical analyses conducted for the EA will be documented in the EA chapters and not as stand-alone technical reports.

**11.1 Biological Resources Technical Report**

ESA will conduct a reconnaissance-level baseline biological survey of the general study area. Previously, ESA queried the California Department of Fish and Wildlife's Natural Diversity Data Base (CNDDDB), the U.S. Fish and Wildlife Service's (USFWS) List of Potentially Occurring Threatened and Endangered Species, the California Native Plant Society's Inventory of Rare and Endangered Plants, USFWS Critical Habitat Mapper, and the USFWS National Wetlands Inventory, as well as other online databases and sources were queried to determine potentially occurring special-status species, critical habitat, wetland habitats, and other sensitive habitats and biological resources. Under this effort and prior to conducting the field survey, ESA will also query the USFWS Information, Planning, and Conservation System (IPaC) website to determine the presence of any federally listed species, candidate species, or critical habitat might be present within the general study area.

ESA will conduct a general reconnaissance survey of the general study area to identify the presence of vegetation communities and wildlife habitats and evaluate the site's potential to support habitat for special-status plant and animal species and other sensitive biological resources. ESA will use a geo-referenced aerial photograph of the general study area to map habitats. In addition to data collected during the field survey, existing vegetation/habitat data will be used to supplement aerial interpretation of habitats. ESA will analyze the potential for special-status species and sensitive habitats to occur within the general study area. If the analysis identifies the potential for occurrence, applicable constraints for these sensitive species or habitats will be summarized as part of the report. Vegetation communities and wildlife habitats will be mapped and described using the California Department of

Fish and Wildlife's "Wildlife Habitat Relationships" (WHR) system. Wetlands and waters of the United States on the project site will be mapped and described using the USFWS's Cowardin classification system. Our scope does not include protocol-level special-status species surveys. If protocol-level special-status species surveys are determined necessary based on the results of the general reconnaissance survey, these studies can be conducted under a separate scope of work upon written direction from the County and receipt of a fully executed contract amendment.

ESA will prepare a biological resources technical report based on the background research and habitat mapping. The report will include the following:

- A description of the existing environment of the project site and surrounding area. This will include vegetation communities and wildlife habitats on the site as well as potentially occurring special-status species. Any sensitive natural communities, wetlands, and/or waters of the U.S. will also be described.
- A summary of data sources, background research, and study methods.
- A summary and evaluation of federal, state, and local policies and regulations as they pertain to biological resources in the area.
- A discussion of potential permitting requirements based on the biological resources in the general study area.
- Figures, including a site vicinity and map, delineation of vegetation communities, and locations (if any) of sensitive biological resources.

Following the completion of the report, an electronic draft copy of the document and maps will be submitted to the County for review and comment. Once we have received comments, a final electronic copy will be produced and submitted. The biological constraints report will be used as the basis for preparing the Biological Resources section of the EA.

#### **11.1.1 Biological Assessment (Optional Task)**

If the baseline biological resources study determines that the proposed project has the potential to impact species that are listed or are candidates for listing under the federal Endangered Species Act, a Biological Assessment (BA) will be prepared for use in conducting Section 7 consultation with USFWS under Section 7(c) of the Federal Endangered Species Act (16 U.S.C 1536(c) and 50 CFR 402.12). The BA will address federally listed species that may occur on the site and assess the potential for project impacts. The BA will be submitted to USFWS for Section 7 consultation if required. The BA will describe the potential direct, indirect, and cumulative effects of the proposed action. A Draft BA will be transmitted to Inyo County for review and comment. A Final BA will then be prepared, which will address Inyo County's comments on the Draft BA. If this additional task will be required, ESA will prepare a separate scope of work and cost estimate. This optional task shall be initiated upon written direction from the County and receipt of a fully executed contract amendment.

#### **11.2 Cultural Resources Technical Report**

In order to determine whether the project would cause an adverse effect on Historic Properties as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, ESA will complete a study that includes an analysis of architectural resources (built environment), archaeological resources, and traditional cultural properties. ESA will conduct a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside to identify previously recorded cultural resources and studies in the project's Area of Potential Effects (APE) and within a ½ mile radius, which would be anticipated encompass a potential indirect APE generated by the Proposed Project's aircraft noise contours, road segments or intersections affected by project-related traffic, or other indirect environmental effects of the proposed project.

ESA will complete an intensive surface survey of the direct APE to identify archaeological resources and to report on existing site conditions. ESA assumes that the direct APE can be surveyed by two archaeologists in a two-day field effort and that up to two archaeological resources will be identified. Identified archaeological resources will be recorded on Parks and Recreation (DPR) 523 forms. Due to the nature and extent of potentially identified archaeological resources, this scope of work and budget does not include formal evaluation of archaeological resources. If archaeological resources are encountered within the project site and require evaluation pursuant to Section 106, ESA will notify the County to discuss the additional effort required. Should additional effort be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

Based on our previous experience in the County, ESA assumes that one or more Native American tribes may request to attend the field survey and review all documents related to the cultural resources investigation. ESA understands that the FAA will be responsible for consultation with Native American tribes and will facilitate access to the survey upon request from the Native American tribe(s).

ESA will prepare a technical report that identifies architectural resources (built environment), archaeological resources, and traditional cultural properties (as identified through Native American consultation) and meets the requirements of Section

106. In addition to Native American consultation, ESA understands that the FAA will conduct Section 106 consultation with the State Historic Preservation Officer (SHPO) and, if applicable, Tribal Historic Preservation Officer(s) (THPOs). We assume the FAA will provide documentation of consultation efforts for ESA to summarize in the technical report. Additional assistance with Native American consultation (e.g., tribal consultation under AB 52) can be provided under a separate scope and budget if needed. The technical report will provide the results of the evaluation of the airport and recommendations for additional work regarding archaeological resources, which could include site evaluation, monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.

***ADD:***

**TASK 12: Project Update Public Information Meeting**

Task 12.1 Project Update Public Information Meeting

ESA understands that the County will conduct and manage a project update public information meeting. ESA anticipates that this task will be completed with one public meeting in the city of Bishop. ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at one public meeting is included.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

**SCHEDULE OF FEES:**

The compensation for the scope of work described in Attachment A-2 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 3/12/2020.

The cost for this amendment increases the not to exceed amount by \$29,748, to \$440,362.

## ESA Cost Breakdown

**Proposal for Additional Tasks to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport**

**Date**      3/12/2020

**DIRECT LABOR**

<b>Classification/Title</b>	<b>Name</b>	<b>Range</b>	<b>Hours</b>	<b>Actual Hourly Rate</b>	<b>Fully Burdened Rate</b>	<b>Total</b>
Senior Director III	Michael Arnold	\$86.54-\$131.25	0	\$ 93.75	\$ 308.51	\$ -
Senior Director III	Steven Alverson	\$86.54-\$131.25	4	\$ 96.15	\$ 316.42	\$ 1,265.68
Managing Associate II	Autumn Ward	\$43.27-\$51.44	8	\$ 53.65	\$ 176.56	\$ 1,412.51
Managing Associate II	Steven Smith	\$43.27-\$51.44	0	\$ 50.00	\$ 164.54	\$ -
Managing Associate III	Chris Jones	\$51.73-\$65.00	24	\$ 66.83	\$ 219.91	\$ 5,277.91
Director III	Heidi Rous	\$64.42-\$96.15	2	\$ 91.39	\$ 300.76	\$ 601.52
Managing Associate II	Joza Burnam	\$43.27-\$51.44	8	\$ 47.12	\$ 155.05	\$ 1,240.37
Managing Associate II	Susumu Shirayama	\$43.27-\$51.44	0	\$ 52.10	\$ 171.44	\$ -
Senior Associate II	Sean Burlingame	\$35.00-\$41.33	0	\$ 41.49	\$ 136.54	\$ -
Managing Associate III	Chris Sequeira	\$51.73-\$65.00	0	\$ 58.89	\$ 193.81	\$ -
Senior Associate II	Johanna Kahn	\$35.00-\$41.33	30	\$ 36.42	\$ 119.84	\$ 3,595.33
Associate II	Joseph Sanders	\$25.96-\$31.49	40	\$ 27.64	\$ 90.97	\$ 3,638.86
Associate III	Eryn Pimentel	\$31.74-\$35.67	4	\$ 39.04	\$ 128.47	\$ 513.87
Project Technician III	James Songco	\$36.54-\$44.23	0	\$ 40.14	\$ 132.11	\$ -
Project Technician II	Kristine Olsen	\$24.96-\$36.59	4	\$ 36.54	\$ 120.26	\$ 481.03
Associate I	Phoebe Weiman	\$20.00-\$25.74	0	\$ 24.04	\$ 79.11	\$ -
Senior Director III	Gerrit Platenkamp	\$86.54-\$131.25	12	\$ 86.06	\$ 283.20	\$ 3,398.36
Senior Associate II	Michael Vader	\$35.00-\$41.33	40	\$ 40.43	\$ 133.06	\$ 5,322.22

176      Total

**\$26,748**

**FRINGE BENEFITS**

Rate  
49.87%

**INDIRECT COSTS**

Overhead and G&A

Rate  
143.95%

**FEE EXPENSES**

Rate  
12%

**\$2,978**

**TOTAL COST**

**\$29,726**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
 FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM: November 11, 2018 TO: November 11, 2023**

**SCHEDULE OF TRAVEL AND PER DIEM:**

The compensation for travel expenses incurred under Amendment 1 and Amendment 2 shall be at the following rates:

GSA Per Diem Rates for Mammoth Lakes, Mono County

Lodging	\$ 135.00
Meals & Incidentals (M&IE) Breakdown	
M&IE Total	\$ 76.00
Continental Breakfast/Breakfast	\$ 18.00
Lunch	\$ 19.00
Dinner	\$ 34.00
Incidental Expenses	\$ 5.00
First & Last Day of Travel	\$ 57.00
2020 Mileage Rate	\$ 0.575

**AMENDMENT NO.3**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and twenty seven, three hundred and ninety five (\$427,395). (hereinafter referred to as “contract limit”).

2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport, as described Attachment A-3 to the contract, and to remove the tasks included in Amendment 2.

3. Consultant’s fee for the scope of work described in Attachment A-3 to the contract shall be as described in Attachment B-3 to the contract.

The effective date of this amendment to the Agreement is 6/16/2020.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NO. 3**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
18th DAY OF June, 2020.

**COUNTY OF INYO**

**CONSULTANT**

By: 

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

Dated: 6/28/20

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
County Auditor



**AMENDMENT NO. 3**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**COUNTY OF INYO**

**CONSULTANT**

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

By: Steven Alverson

Dated: \_\_\_\_\_

Dated: June 11, 2020

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**

**FROM:** November 11, 2018      **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks detailed in the attached ESA proposal titled *Proposal for Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport*, dated May 28, 2020.

This amendment also removes the scope of work added to the contract by Amendment 2, which includes biological and archeological technical studies, and an additional public meeting.



2600 Capitol Avenue  
Suite 200  
Sacramento, CA 95816  
916.564.4500 phone  
916.564.4501 fax

www.esassoc.com

May 28, 2020

Ms. Ashley Helms  
Engineering Assistant  
Inyo County Public Works  
PO Drawer Q / 168 N. Edwards  
Independence, CA 93526

**Subject:** Proposal for Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport

Dear Ms. Helms:

This letter presents Environmental Science Associates' (ESA) proposal to conduct protocol-level field surveys for the Southwestern Willow Fly Catcher (*Empidonax traillii extimus*) in support of consultation with the U.S. Fish and Wildlife Service (USFWS) as required under Section 7 of the Endangered Species Act. Section 7 consultation is required under the FAA's orders implementing the National Environmental Policy Act (NEPA) and must be completed as part of the preparation of future NEPA environmental documentation for Runway Safety Area improvements at Bishop Airport (Proposed Project). The attached cost estimate covers the work necessary to complete protocol-level field surveys.

### Project Understanding and NEPA Context

The County plans to initiate commercial airline service at Bishop Airport (referred to hereafter as BIH or the Airport). The current description for the Proposed Project includes improvements to the Runway Safety Areas (RSAs) beyond the Runway 12 and 30 ends. On May 1, 2020, ESA's biologist Karl Fairchild conducted a biological resources survey at the Airport to support evaluation of potential impacts to biological resources as part of the NEPA process. During the survey, Mr. Fairchild encountered potential habitat for Southwestern Willow Fly Catcher (*Empidonax traillii extimus*) within the Proposed Project area. This species is designated as "endangered" under the Federal Endangered Species Act. The presence of potential habitat for this species requires preparation of protocol-level surveys for purposes of supporting consultation requirements under Section 7 of the Endangered Species Act. This scope of work sets forth the work effort required to complete the protocol-level surveys.

### Scope of Work

#### **TASK 1: PROJECT MANAGEMENT**

This task involves project meetings, internal coordination, and administrative tasks associated with completion of the surveys and the preparation of associated documentation.

#### **TASK 2: PROTOCOL-LEVEL SPECIAL-STATUS SPECIES SURVEYS**

The protocol developed by the USFWS requires preparation of five separate surveys during three three-week windows throughout the nesting season for this species. The three three-week periods are May 15 – May 31, June 01 – June 24, and June 25 – July 17. These surveys must be conducted during a single season. The surveys will be conducted as follows:

- Period 1 - May 15-May 31: One Survey
- Period 2 - June 01-June 24: Two Surveys
- Period 3 - June 25-July 17: Two Surveys



Ms. Ashley Helms  
May 28, 2020  
Page 2

This task includes travel to and from the Project site and five nights lodging for five, two-hour early morning surveys; preparation of a required 45-day findings report for submittal to the USFWS; completion of California Natural Diversity Database (CNDDDB) Occurrence Forms if other special-status species are encountered during the surveys (both a state and federal requirement); preparation of an annual report to be submitted to the USFWS; and preparation of correspondence with the USFWS.

### Schedule

The surveys will be completed within the timeframe described above (May 15, 2020 through July 17, 2020). ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

### Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at [AWard@esassoc.com](mailto:AWard@esassoc.com).

Sincerely,

A handwritten signature in black ink that reads 'Autumn Ward'. The signature is fluid and cursive, with the first and last names clearly legible.

Autumn Ward, CM, ENV SP  
Project Manager

A handwritten signature in black ink that reads 'Steven R. Alverson'. The signature is fluid and cursive, with the first and last names clearly legible.

Steven R. Alverson  
Project Director

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

**SCHEDULE OF FEES:**

The compensation for the scope of work described in Attachment A-3 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 5/28/2020, and shall not exceed \$16,759.

The costs associated with the scope of work detailed in Amendment 2 – Attachment A-2, which total \$29,726, are removed from the contract. The cost for this amendment decreases the not to exceed amount of the contract by \$12,967, to \$427,395.

## ESA Cost Breakdown

Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at E

Date 5/28/2020

**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	\$86.54-\$131.25	0	\$ 93.75	\$ 308.51	\$ -
Senior Director III	Steven Alverson	\$86.54-\$131.25	1	\$ 96.15	\$ 316.42	\$ 316.42
Managing Associate II	Autumn Ward	\$43.27-\$51.44	0	\$ 53.65	\$ 176.56	\$ -
Senior Associate III	Bradley Allen	\$51.73-\$65.00	2	\$ 49.52	\$ 162.96	\$ 325.92
Managing Associate II	Steven Smith	\$43.27-\$51.44	0	\$ 50.00	\$ 164.54	\$ -
Associate III	Karl Fairchild	\$25.96-\$31.49	92	\$ 30.72	\$ 101.09	\$ 9,300.55
Managing Associate III	Chris Jones	\$51.73-\$65.00	12	\$ 66.83	\$ 219.91	\$ 2,638.95
Director III	Heidi Rous	\$64.42-\$96.15	0	\$ 91.39	\$ 300.76	\$ -
Managing Associate II	Joza Burnam	\$43.27-\$51.44	0	\$ 47.12	\$ 155.05	\$ -
Managing Associate II	Susumu Shirayama	\$43.27-\$51.44	0	\$ 52.10	\$ 171.44	\$ -
Senior Associate II	Sean Burlingame	\$35.00-\$41.33	0	\$ 41.49	\$ 136.54	\$ -
Managing Associate III	Chris Sequeira	\$51.73-\$65.00	0	\$ 58.89	\$ 193.81	\$ -
Senior Associate II	Johanna Kahn	\$35.00-\$41.33	0	\$ 36.42	\$ 119.84	\$ -
Associate II	Joseph Sanders	\$25.96-\$31.49	0	\$ 27.64	\$ 90.97	\$ -
Associate III	Eryn Pimentel	\$31.74-\$35.67	0	\$ 39.04	\$ 128.47	\$ -
Project Technician III	James Songco	\$36.54-\$44.23	0	\$ 40.14	\$ 132.11	\$ -
Project Technician II	Kristine Olsen	\$24.96-\$36.59	1	\$ 36.54	\$ 120.26	\$ 120.26
Associate I	Phoebe Weiman	\$20.00-\$25.74	0	\$ 24.04	\$ 79.11	\$ -
Senior Director III	Gerrit Platenkamp	\$86.54-\$131.25	4	\$ 86.06	\$ 283.20	\$ 1,132.79
Senior Associate II	Michael Vader	\$35.00-\$41.33	0	\$ 40.43	\$ 133.06	\$ -

112      Total

**\$13,835**

**FRINGE BENEFITS**

Rate  
49.87%

**INDIRECT COSTS**

Overhead and G&A

Rate  
143.95%

**FEE  
EXPENSES**

Rate  
12%

**\$2,924**

**TOTAL COST**

**\$16,759**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

**SCHEDULE OF TRAVEL AND PER DIEM:**

The compensation for travel expenses incurred under Amendment 3 shall be at the following rates:

GSA Per Diem Rates for Mammoth Lakes, Mono County

Lodging	\$ 135.00
Meals & Incidentals (M&IE) Breakdown	
M&IE Total	\$ 76.00
Continental Breakfast/Breakfast	\$ 18.00
Lunch	\$ 19.00
Dinner	\$ 34.00
Incidental Expenses	\$ 5.00
First & Last Day of Travel	\$ 57.00
 2020 Mileage Rate	 \$ 0.575

# *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 25<sup>th</sup> day of January 2022 an order was duly made and entered as follows:

*Public Works –* Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve Amendment No. 4  
*ESE Amendment* to the agreement between the County of Inyo and Environmental Science Associates of  
*4* Sacramento, CA, adding to the Scope of Work and increasing the not-to-exceed limit to \$656,358, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: February 7, 2022

WITNESS my hand and the seal of said Board this 25<sup>th</sup>  
Day of January, 2022



LESLIE L. CHAPMAN  
Clerk of the Board of Supervisors

*Leslie L. Chapman*

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





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** January 25, 2022

**FROM:** Ashley Helms

**SUBJECT:** Amendment 4 to the contract with ESA for Airport Environmental Consultant Services

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 4 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, adding to the Scope of Work and increasing the not-to-exceed limit to \$656,358, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

A future federally funded construction project is planned at the Bishop Airport to improve the runway safety area for Runway 12-30. The runway safety area for this Runway is an area 250 feet to either side of the runway centerline and 1000 feet beyond each runway end. Before the Federal Aviation Administration (FAA) can award a grant for the construction of this project, the County must complete an Environmental Assessment, pursuant to the National Environmental Policy Act (NEPA), analyzing the environmental impacts of the proposed project. Additionally, the County must assess the impact of the proposed project under the California Environmental Quality Act (CEQA) before deciding to move forward with the project.

Environmental Science Associates is under contract with Inyo County for on-call environmental services for the County airports. This contract amendment, for \$228,963, adds the NEPA and CEQA documents for the proposed Runway 12-30 Runway Safety Area Improvement Project to the scope of the contract.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the contract amendment, this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

FAA

**FINANCING:**

The costs associated with this amendment will be paid from Budget 630306 (Bishop Air Environmental Assessment), Object Code 5265 (Professional Services). The Fiscal Year 21/22 budget contains adequate

funding for the expenses that will be incurred prior to June 30. The additional expenses will be contingent upon adoption of future budgets.

The portion of the expenses relating to the federal environmental document, approximately \$182,795, is reimbursable through an existing FAA grant. The portion relating to the state environmental document, approximately \$46,168, will be reimbursable as project formulation costs in the future FAA construction grant.

**ATTACHMENTS:**

1. ESA Contract
2. ESA Contract Amendment 1
3. ESA Contract Amendment 2
4. ESA Contract Amendment 3
5. ESA Contract Amendment 4

**APPROVALS:**

Ashley Helms	Created/Initiated - 9/3/2021
Darcy Ellis	Approved - 9/7/2021
Ashley Helms	Approved - 1/18/2022
Breanne Nelums	Approved - 1/18/2022
John Vallejo	Approved - 1/18/2022
Amy Shepherd	Approved - 1/18/2022
Michael Errante	Final Approval - 1/19/2022

**AMENDMENT NO.4**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:  
  
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed six hundred and fifty six, three hundred and fifty eight (\$656,358). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the *Proposal for Completing the National Environmental Policy Act and California Environmental Quality Act Reviews for the Runway Safety Area Improvement Project at Bishop Airport*, as described Attachment A-4 to the contract, and to remove the tasks included in Amendment 2.
3. Consultant’s fee for the scope of work described in Attachment A-4 to the contract shall be as described in Attachment B-4 to the contract.

The effective date of this amendment to the Agreement is 2/1/2022.

All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NO. 4**  
**To**  
**Agreement Between COUNTY OF INYO and**  
**Environmental Science Associates**  
**For**  
**On-Call Airport Environmental Services**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**COUNTY OF INYO**

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

Dated: \_\_\_\_\_

**CONSULTANT**

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

Dated: 1-19-2021 \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks detailed in the attached ESA proposal titled *Proposal for Completing the National Environmental Policy Act and California Environmental Quality Act Reviews for the Runway Safety Area Improvement Project at Bishop Airport*, dated 12/06/2022.



2600 Capitol Avenue  
Suite 200  
Sacramento, CA 95816  
916.564.4500 **phone**  
916.564.4501 **fax**

[www.esassoc.com](http://www.esassoc.com)

December 6, 2021

Ms. Ashley Helms  
Engineering Assistant  
Inyo County Public Works  
PO Drawer Q / 168 N. Edwards  
Independence, CA 93526

**Subject:** Proposal for Completing National Environmental Policy Act and California Environmental Quality Act Reviews for the Runway Safety Area Improvement Project at Bishop Airport

Dear Ms. Helms:

This letter presents Environmental Science Associates' (ESA) proposal for completing National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews for the Runway Safety Area (RSA) Improvement Project at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Chris Jones as Project Manager. In this capacity, Chris will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Chris will be supported by Project Director Autumn Ward, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

## Project Understanding and NEPA and CEQA Context

The RSAs for Runway 12/30 are currently not compliant with Federal Aviation Administration (FAA) design standards. Based on discussions with County and FAA staff, the Proposed Project would bring the RSAs for Runway 12/30 into compliance with FAA's current design standards, through brush removal, grading, and fill, to ensure a flat area of sufficient size to accommodate aircraft overruns, undershoots, or runway excursions.

Approval and implementation of the Proposed Project is subject to one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and the FAA's implementing regulations in Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and guidance provided in the *Order 1050.1F Desk Reference*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Mitigated Negative Declaration (IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation for this project.

## Scope of Work

### **TASK 1: MOBILIZATION AND EARLY COORDINATION**

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.



Ms. Ashley Helms  
December 6, 2021  
Page 2

### **1.1 Finalize Project Description**

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. Preparation of the project description will include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA).

### **1.2 Early Agency Coordination**

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

## **NEPA ENVIRONMENTAL ASSESSMENT**

### **TASK 2: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES**

#### **2.1 EA Introduction**

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

#### **2.2 Purpose and Need Statement**

The purpose of and need for the Proposed Project will be concisely described under this task. The FAA's statutory purpose and need will be included and the federal action required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

#### **2.3 Alternatives Identification and Evaluation**

For the purpose of this scope of work, it is assumed that the EA will screen a range of alternatives, including the Proposed Project and the No-Action Alternative. Each alternative will be concisely evaluated in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. This scope of work assumes that only the Proposed Project and the No Action Alternative will be carried forward for further analysis. For purposes of this proposal, it is assumed that the Proposed Project would provide nonstandard RSAs with declared distances. It is also assumed that the RSA technical evaluation and determination is addressed separate of this scope. If other alternatives that meet the purpose of and need for the project are identified, ESA would include these alternatives for further analysis as an additional service. If additional alternatives are required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

### **TASK 3: AFFECTED ENVIRONMENT**

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared. It is assumed that much of the information collected for the recently completed Part 139 Certification Project EA would be employed for purposes of completing Task 4.



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### **Resources Not Affected**

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative. A brief statement explaining why each environmental resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Department of Transportation (DOT) Act: Section 4(f) Resources
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

### **3.1 General Study Area and Base Maps**

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost.

### **3.2 Description of the Affected Environment**

To describe existing conditions, ESA will document and describe the resources and conditions listed below. Each resource category listed in Exhibit 4-1 in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact would be briefly discussed at the beginning of this section of the EA. No further analysis of these resources would be made in the EA. As discussed above, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, Department of Transportation (DOT) Act: Section 4(f) Resources, and Water Resources (Wild and Scenic Rivers subcategory).

#### **3.2.1 Air Quality**

##### **3.2.1.1 Data Collection and Attainment Status**

This task will involve identifying and describing existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the CAAQS for ozone (O<sub>3</sub>) and PM<sup>10</sup>. However, the federal action is not subject to a General Conformity analysis and a general conformity determination for the federal criteria pollutants would not be required.

##### **3.2.1.2 Emissions Inventory**

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT) [AEDT 3d at the time





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of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations and CalEEMod or other FAA-approved calculation methods for stationary, mobile, and construction-related emissions. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from operational and construction-related sources.

### **3.2.2 Biological Resources**

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the Biological Assessment completed for the Proposed Commercial Airline Service at Bishop Airport Project and additional analysis to determine whether other federally listed threatened or endangered species occur within the GSA.

### **3.2.3 Climate**

In conjunction with Task 3.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

### **3.2.4 Hazardous Materials, Solid Waste, and Pollution Prevention**

Relying upon information collected for the Proposed Commercial Airline Service at Bishop Airport Project EA, ESA will summarize the information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies.

### **3.2.5 Historical, Architectural, Archaeological, and Cultural Resources**

ESA will delineate and describe an APE for the Project. Using the records search for the Proposed Commercial Airline Service at Bishop Airport Project EA, ESA will identify the location of previously recorded resources on and in the vicinity of BIH and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

### **3.2.6 Land Use**

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

### **3.2.7 Natural Resources and Energy Supply**

Using data collected for the Proposed Commercial Airline Service at Bishop Airport Project EA, ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

### **3.2.8 Noise and Noise-Compatible Land Use**

#### **3.2.8.1 Noise Contour Development**

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings prepared for the Part 139 Certification Project EA to reflect the aircraft operations at the Airport. The noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.



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This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites and National Register properties (if any) within the general study area.

### **3.2.8.2 Noise Exposure Estimates**

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites and National Register properties (if any) located within the general study area.

### **3.2.9 Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks**

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using the latest U.S. Census Bureau (assumed 2020), state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

### **3.2.10 Visual Effects**

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing airport/aircraft light emissions into nearby light-sensitive areas will be evaluated.

### **3.2.11 Water Resources**

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using information collected for the Proposed Commercial Airline Service at Bishop Airport Project EA. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also identify and describe the regulatory floodplains within the general study area.

## **TASK 4: ENVIRONMENTAL CONSEQUENCES**

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project, Project Alternative, and the No-Action Alternative for the specific impact categories listed in the FAA’s 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

### **Resources Not Affected**

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project, Project Alternative, or No-Action Alternative.

- Coastal Resources
- Farmlands
- Section 4(F) Resources
- Water Resources (Wild and Scenic Rivers subcategory)

### **Study Years and Analysis of Impacts**

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: 2024 and 2029.



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#### **4.1 Air Quality**

##### **4.1.1 Operational and Construction Emissions**

Using the current FAA-approved version of AEDT (AEDT 3d), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary, mobile, and RSA construction-related sources for the Proposed Project and No-Action Alternative for both future EA study years.

#### **4.2 Biological Resources**

##### **4.2.1 Biotic Communities**

Based on data and information provided in the previously prepared Biological Assessment, potential impacts to habitat and vegetative communities will be quantified. Potential impacts to wildlife will be evaluated qualitatively.

##### **4.2.2 Threatened and Endangered Species**

The effect of the Proposed Project and No Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated under this task. Using data and information provided in the previously prepared Biological Assessment, descriptions of the potential use of the general study area by federal and state-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species is not anticipated.

#### **4.3 Climate**

Using data developed under Task 4.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO<sub>2</sub>e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

#### **4.4 Hazardous Materials**

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the Proposed Project, Project Alternative, or the No-Action Alternative. The assessment will qualitatively assess:

- The storage and use of hazardous materials and petroleum-based products during implementation of the Proposed Project or Project Alternative.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

#### **4.5 Historic, Architectural, Archeological, and Cultural Resources**

Based on the cultural resources technical report to be prepared by ESA (described under Task 10.1) and the results of SHPO and THPO consultation conducted by the FAA pursuant to Section 106, ESA will evaluate whether the Proposed Project or the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic, architectural, archaeological, and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an



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additional service. If these services will be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

#### **4.6 Land Use**

Adverse impacts to land use are not anticipated. ESA will discuss whether the Proposed Project would be inconsistent with approved state and/or local plans and laws.

#### **4.7 Natural Resources and Energy Supply**

The impacts of the Proposed Project will be assessed with respect to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

#### **4.8 Noise and Noise-Compatible Land Use**

##### **4.8.1 Noise Contour Development**

ESA will update the AEDT model inputs used to prepare noise contours for the Part 139 Certification Project EA and employ an updated forecast provided by Inyo County to complete the noise analysis. CNEL 65, 70, and 75 contours for the Proposed Project and No Action Alternative for the 2024 and 2029 study years will be produced. Similar to the noise analysis conducted for the Part 139 Certification Project EA, it is anticipated that helicopter substitutions will be required for the development of the noise contours, requiring FAA authorization. This task does not include the use of supplemental metrics or preparation of a supplemental noise analysis.

ESA will review and update information, inputs, and assumptions used to develop the CNEL contours. This process would primarily consider changes to runway use patterns associated with the Proposed Project and Project Alternative. Changes to fleet mix, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects are not anticipated. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

##### **4.8.2 Construction Noise Analysis**

ESA will analyze noise associated with construction equipment operation on local roadways using the California Department of Transportation (Caltrans) Traffic Noise Analysis Protocol (TNAP). Per Caltrans' TNAP construction traffic noise will be modeled using the Federal Highway Administration's (FHWA's) Traffic Noise Model (TNM) using the standard methodologies and significance thresholds. Inputs for the TNM will be developed based on information provided by the Airport.

Noise from construction equipment will be evaluated qualitatively using guidance in the FHWA's Construction Noise Handbook.

##### **4.8.2 Noise Impact Assessment**

ESA will calculate the types and amount of land uses within the Proposed Project and No-Action Alternative CNEL 65 dB and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of CNEL 1.5 dB or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would



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experience an increase of CNEL 3 within the CNEL 60 dB contour (but below CNEL 65 dB). Increases of CNEL 3 dB over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.

The noise impact assessment will include the results of the construction traffic and equipment noise analyses.

#### **4.9 Socioeconomic Impacts, Environmental Justice, and Children’s Environmental Health and Safety Risks**

##### **4.9.1 Socioeconomics**

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information. The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

##### **4.9.2 Environmental Justice**

Impacts of the Proposed Project and the No Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS and U.S. Census data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

##### **4.9.3 Children’s Environmental Health and Safety Risks**

Impacts of the Proposed Project and the No Action Alternative will be assessed qualitatively with regard to any increased risk related to children’s environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

##### **4.10 Visual Effects**

The potential for visual impacts arising from Project construction into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

##### **4.11 Water Resources**

The effects of the Proposed Project and the No Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.



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#### **4.11.1 Wetlands**

Wetlands have been identified in areas adjacent to the RSA beyond the Runway 12 end. A delineation of these wetlands will be completed under Task 10.2. Potential impacts to jurisdictional and non-jurisdictional wetlands will be discussed and documented under this task. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.

#### **4.11.2 Surface Waters and Ground Water**

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts will be assessed and potential mitigation measures will be discussed.

#### **4.11.3 Water Supply**

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

#### **4.12 Cumulative Impacts / Other Considerations**

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

### **TASK 5: DRAFT EA**

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

#### **5.1 Preliminary Draft EA**

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare the PDEA Version 2 for FAA review. Two electronic copies of the PDEA Version 2 (Microsoft Word and PDF format with incorporated figures) will be produced and distributed. Distribution will be made electronically via ESA's DeliverIt file sharing website. Delivery of PDF copies on USB flash drive is optional upon request. ESA anticipates hosting and participating in one web-based video conference with the County and the FAA to discuss comments on the PDEA Version 2.

**Deliverables:** One (1) PDEA Version 1 in Microsoft Word format (one (1) copy in PDF format with embedded figures); PDEA Version 2 in Microsoft Word format (one (1) copy in PDF format with embedded figures); and one web-based video conference with the County and the FAA.

#### **5.2 Draft EA**

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy with figures incorporated will be produced.



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Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to five copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 8 USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

**Deliverables:** One (1) Administrative Draft EA in PDF format; one (1) Draft EA for publication in PDF format; five (5) printed copies of the Draft EA; and eight (8) PDF copies of the Draft EA on USB flash drive.

### **5.3 Agency / Public Coordination of Draft EA**

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. The County will be responsible for placing the Notice in local newspapers and on the County's website along with the Draft EA. ESA will prepare a Draft EA distribution letter for the County's use in distributing the Draft EA document to the local library for public review. ESA anticipates that the EA will be produced in English only.

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in the city of Bishop. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four ESA staff members will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty (20) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the cost of the space where the Workshop/Hearing will be held.

**Deliverables:** One (1) Notice of Availability and one (1) Public Hearing Notice in Microsoft Word format; one (1) distribution letter; one combined Public Information Workshop/Public Hearing attended by up to four ESA staff members; meeting materials, including handouts, comment forms, and up to twenty (20) boards; services of one court reporter.

### **5.4 Draft EA Comment Analysis and Response**

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

**Deliverables:** Draft and final responses to comments from up to 20 two-page comment letters.

## **TASK 6: FINAL EA REPORT PREPARATION**

### **6.1 Preliminary Final EA**

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's DeliverIt file sharing website.



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**Deliverables:** One (1) PDEA Version 1 in Microsoft Word format (one (1) copy in PDF format with embedded figures); PDEA Version 2 in Microsoft Word format (one (1) copy in PDF format with embedded figures); and one web-based video conference with the County and the FAA.

## **6.2 Final EA**

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) USB flash drives containing a PDF copy of the Final EA.

**Deliverables:** One (1) Final EA in PDF format; eight (8) printed copies of the Final EA; and ten (10) PDF copies of the Final EA on USB flash drive.

## **CEQA DOCUMENTATION**

### **TASK 7: CEQA Documentation**

#### **7.1 Review of Environmental Resource Categories**

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 3 and 4 of this scope of work will be used to help inform this analysis.

#### **7.2 Administrative Draft Initial Study**

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's DeliverIt file sharing website. Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation. For purposes of this scope of work, it is anticipated that a Mitigated Negative Declaration (MND) will be the appropriate CEQA document for this project.

**Deliverables:** One (1) Administrative Draft Initial Study in Microsoft Word and PDF format with incorporated figures; and participation by up to two (2) ESA staff members in one web-based video conference with the County.

#### **7.3 Public Draft Initial Study**

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

**Deliverables:** One (1) public draft Initial Study for publication in PDF format; and five (5) printed copies of the public draft Initial Study. Documents will be delivered in concert with the public draft CEQA document (see Task 7.5).

#### **7.4 Administrative Draft CEQA Document**

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.





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ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

**Deliverables:** One (1) electronic screen check version of the CEQA Document in PDF format; and one (1) electronic final version of the CEQA Document in PDF format.

#### **7.5 Public Draft CEQA Document**

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

**Deliverables:** One (1) public draft CEQA document for publication in PDF format in concert with the public draft Initial Study document (see Task 7.3); fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) State Clearinghouse summary forms, and a completed Notice of Completion (NOC). ESA will submit these documents to the State Clearinghouse. Please note that this assumes that document submittal process will revert to the format previously employed before the pandemic.

#### **7.6 Response to Comments**

ESA will create a matrix of comments received from agencies and the public on the Draft IS/MND along with corresponding responses to comments received on up to 20 two-page comment letters. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

**Deliverables:** Comment matrix in electronic format; draft and final responses to comments from up to 20 two-page comment letters.

#### **7.7 Final CEQA Document and Approval Documents**

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/MND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final IS/MND Document. ESA will submit one (1) electronic copy of the final draft IS/MND to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will one (1) electronic PDF copy of the Final IS/MND document.

**Deliverables:** one (1) electronic copy of the final draft IS/MND in Microsoft Word and PDF format; and one (1) electronic PDF copy of the Final CEQA document.

### **TASK 8: PROJECT MANAGEMENT - NEPA**

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes biweekly project management team calls, the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.



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In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

#### **TASK 9: PROJECT MANAGEMENT - CEQA**

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

#### **TASK 10: PREPARE TECHNICAL STUDIES**

Because the RSA Project involves ground disturbing activities, we have included preparation of a cultural resources study in this scope of work. The study will support the EA analyses of proposed project effects to cultural resources, as well as the FAA's consultation with resource agencies for the Proposed Project. In addition, unless otherwise noted in this scope of work, the technical analyses conducted for the EA will be documented in the EA chapters and not as stand-alone technical reports.

##### **10.1 Cultural Resources Technical Report**

In order to determine whether the project would cause an adverse effect on Historic Properties as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, ESA will complete a study that includes an analysis of archaeological resources, and traditional cultural properties. ESA will utilize the previously completed records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside to identify previously recorded cultural resources and studies in the project's Area of Potential Effects (APE) and within a ½ mile radius, which would be anticipated encompass a potential indirect APE generated by the Proposed Project's aircraft noise contours, road segments or intersections affected by project-related traffic, or other indirect environmental effects of the proposed project.

ESA will complete an intensive surface survey of the direct APE to identify archaeological resources and to report on existing site conditions. ESA assumes that the direct APE can be surveyed by two archaeologists in a two-day field effort and that up to two archaeological resources will be identified. Identified archaeological resources will be recorded on Parks and Recreation (DPR) 523 forms. Due to the nature and extent of potentially identified archaeological resources, this scope of work and budget does not include formal evaluation of archaeological resources. If archaeological resources are encountered within the project site and require evaluation pursuant to Section 106, ESA will notify the County to discuss the additional effort required. Should additional effort be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

Based on our previous experience in the County, ESA assumes that one or more Native American tribes may request to attend the field survey and review all documents related to the cultural resources investigation. ESA understands that the FAA will be responsible for consultation with Native American tribes and will facilitate access to the survey upon request from the Native American tribe(s).

ESA will prepare a technical report that identifies architectural resources (built environment), archaeological resources, and traditional cultural properties (as identified through Native American consultation) and meets the requirements of Section 106. In addition to Native American consultation, ESA understands that the FAA will conduct Section 106



Ms. Ashley Helms  
December 6, 2021  
Page 14

consultation with the State Historic Preservation Officer (SHPO) and, if applicable, Tribal Historic Preservation Officer(s) (THPOs). We assume the FAA will provide documentation of consultation efforts for ESA to summarize in the technical report. Additional assistance with Native American consultation (e.g., tribal consultation under AB 52) can be provided under a separate scope and budget if needed. The technical report will provide the results of the evaluation of the airport and recommendations for additional work regarding archaeological resources, which could include site evaluation, monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.

**Deliverables:** one (1) electronic copy of the Cultural Resources Technical Report in PDF format.

### **10.2 Wetlands Delineation**

Wetlands were previously identified within the areas in which the RSAs may extend. In order to determine whether the project would cause an adverse effect to wetlands, ESA will conduct a formal aquatic resources delineation to determine the extent of waters subject to Sections 404 and 401 of the Clean Water Act.

Two ESA wetland ecologists will perform a delineation field survey of the project area, as access allows. ESA will conduct the delineation using the methods specified in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

Following the field survey, ESA will prepare a formal Aquatic Resources Delineation Technical Report for the project area. Following the completion of the technical report, an electronic version of the document will be submitted to Inyo County and the FAA for review and comment. Once ESA has received comments, a final copy will be produced and submitted to Inyo County, the FAA, and USACE for review and verification.

**Deliverables:** one (1) electronic copy of the Draft Aquatic Resources Delineation Technical Report in PDF format; one (1) electronic copy of the Final Aquatic Resources Delineation Technical Report in PDF format.

### Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.



Ms. Ashley Helms  
December 6, 2021  
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## Budget

ESA has estimated the cost to undertake the proposed scope of work described herein, shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Chris Jones at (916) 840-3043 or at [cjones@esassoc.com](mailto:cjones@esassoc.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Jones".

Chris Jones, AICP  
Project Manager

A handwritten signature in black ink, appearing to read "Autumn Ward".

Autumn Ward, CM, ENV SP  
Project Director

**Environmental Assessment and Initial Study for Runway Safety Area Improvements at Bishop Airport  
ESA Labor Detail and Expense Summary**

Task #	Task Name/Description	Employee Names														Subtotal	Senior Associate II	Project Technician III	Project Technician II	Subtotal	Total Hours	Labor Price				
		Michael Arnold	Timothy Sturtz	Michael Newland	Brian Pittman	Autumn Ward	Chris Jones	Jeffrey Covert	Patrick Hickman	Stephen Goetzinger	Victoria Hsu	Sean Burlingame	Heidi Koenig	Ashleigh Sims	Joseph Sanders								Rachel Brownsey	Eryn Pimentel	James Songco	Kristine Olsen
		Senior Director III	Senior Director II	Director III	Director III	Managing Associate III	Managing Associate III	Managing Associate II	Managing Associate II	Managing Associate II	Managing Associate II	Senior Associate II	Managing Associate II	Associate II	Associate II								Managing Associate II			
<b>1.0</b>	<b>MOBILIZATION AND EARLY COORDINATION</b>	\$ 317.07	\$ 205.67	\$ 253.13	\$ 234.70	\$ 200.15	\$ 229.66	\$ 146.18	\$163.58	\$ 175.69	\$ 174.12	\$ 144.70	\$187.74	\$126.56	\$ 119.46	\$ 177.67	\$ 138.44	\$ 138.28	\$ 128.18	\$ -	\$ -	\$ -	\$ -	\$ -		
1.1	Finalize Project Description					4	16					4														
1.2	Early Agency Coordination					4	8																			
<b>2.0</b>	<b>NEPA ENVIRONMENTAL ASSESSMENT</b>																									
2.1	EA Introduction					2	4																			
2.2	Purpose and Need Statement					2	8																			
2.3	Alternatives Identification and Evaluation					2	8																			
<b>3.0</b>	<b>AFFECTED ENVIRONMENT</b>																									
3.1	General Study Area and Base Maps					2	2		8																	
3.2	Description of the Affected Environment																									
3.2.1	Air Quality		1				2	8				4														
3.2.2	Biological Resources						4	8																		
3.2.3	Climate						2	4																		
3.2.4	Hazardous Materials, Solid Waste, and Pollution Prevention						2	8																		
3.2.5	Historical, Architectural, Archeological, and Cultural Resources						2		8																	
3.2.6	Land Use						2		4																	
3.2.7	Natural Resources and Energy Supply						2	8																		
3.2.8	Noise and Noise-Compatible Land Use					2			8	16		8														
3.2.9	Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks						4		8																	
3.2.10	Visual Effects						1	2																		
3.2.11	Water Resources						2	8																		
<b>4.0</b>	<b>ENVIRONMENTAL CONSEQUENCES</b>																									
4.1	Air Quality						2		4			12														
4.2	Biological Resources						4	8																		
4.3	Climate						2		2			4														
4.4	Hazardous Materials						2	8																		
4.5	Historic, Architectural, Archeological, and Cultural Resources					4	2																			
4.6	Land Use						2		4																	
4.7	Natural Resources and Energy Supply						2	2																		
4.8	Noise and Noise-Compatible Land Use					4				16		8														
4.9	Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks						4		4																	
4.10	Visual Effects						1	1																		
4.11	Water Resources						2	4																		
4.12	Cumulative Impacts and Other Considerations					2	4		8																	
<b>5.0</b>	<b>DRAFT EA</b>																									
5.1	Preliminary Draft EA					4	8	4	4			8														
5.2	Draft EA					4	8	4	4			4														
5.3	Agency/Public Coordination					2	8																			
5.4	Draft EA Comment Analysis and Response					8	16	8	8	2	2															
<b>6.0</b>	<b>FINAL EA</b>																									
6.1	Preliminary Final EA					4	8					4														
6.2	Final EA					4	8																			
<b>7.0</b>	<b>CEQA DOCUMENTATION</b>																									
7.1	Review of Environmental Resource Categories						4		8			2														
7.2	Administrative Draft Initial Study					2	16		24																	
7.3	Public Draft Initial Study					2	16		16																	
7.4	Administrative Draft CEQA Document					1	8																			
7.5	Public Draft CEQA Document					1	8																			
7.6	Response to Comments					2	12		16																	
7.7	Final CEQA Document and Approval Documents					1	16																			
<b>8.0</b>	<b>PROJECT MANAGEMENT - NEPA</b>					4	40																			
<b>9.0</b>	<b>PROJECT MANAGEMENT - CEQA</b>					4	40																			
<b>10.0</b>	<b>PREPARE TECHNICAL STUDIES</b>																									
10.1	Cultural Resources Technical Report						4		2				56	56												
10.2	Wetlands Delineation						8		2																	
<b>Total Hours</b>		51	1	4	8	94	356	85	138	34	24	36	56	56	40	40	1023	28	20	68	116	1,125				
<b>Total Labor Costs</b>		\$ 16,170.42	\$ 205.67	\$ 1,012.51	\$ 1,877.59	\$ 18,813.68	\$ 81,760.32	\$ 12,425.01	\$ 22,574.71	\$ 5,973.63	\$ 4,178.77	\$ 5,209.05	\$ 10,513.40	\$ 7,087.56	\$ 4,778.22	\$ 7,106.78	\$ 199,687	\$ 3,876	\$ 2,765.57	\$ 8,715.97	\$ 15,358	\$ 215,045				
Percent of Effort - Labor Hours Only		4.5%	-	0.4%	0.7%	8.4%	31.6%	7.6%	12.3%	3.0%	2.1%	3.2%	5.0%	5.0%	3.6%	3.6%	90.8%	2.5%	1.8%	6.0%	10.3%	101.2%				
Percent of Effort - Total Project Cost		7.1%	0.1%	0.4%	0.8%	8.2%	35.7%	5.4%	9.9%	2.6%	1.8%	2.3%	4.6%	3.1%	2.1%	3.1%		1.7%	1.2%	3.8%					93.9%	

<b>ESA Labor Cost</b>	<b>\$ 215,045</b>
<b>ESA Non-Labor Expenses</b>	
Reimbursable Expenses (see Attachment A for detail)	\$ 13,918
	\$ -
<b>Subtotal ESA Non-Labor Expenses</b>	<b>\$ 13,918</b>
	\$ -

<b>PROJECT TOTAL</b>	<b>\$ 228,963</b>
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**Attachment A**  
**Cost Proposal: ESA Non-Labor Expenses Summary**

<b>Reimbursable Expenses</b>	
Project Supplies	\$ -
Printing/Reproduction	\$ 3,510
Document and Map Reproductions (CD + Digital Photo)	\$ -
Postage and Deliveries	\$ -
Mileage	\$ 2,221
Vehicle Rental	\$ 225
Lodging	\$ 1,820
Airfare	\$ 1,200
Other Travel Related	\$ 1,242
Boards and Handouts	\$ 2,500
Court Reporter	\$ 1,200
Subtotal Reimbursable Expenses	\$ 13,918
0% Fee on Reimbursable Expenses	\$ -
<b>Total Reimbursable Expenses</b>	<b>\$ 13,917.96</b>

<b>ESA Equipment Usage</b>	
<b>General Equipment:</b>	
Company Vehicle Usage	\$ -
HP Plotter	\$ -
Computer Time (GIS)	\$ -
Trimble GPS	\$ -
Tablet GPS	\$ -
Laser level	\$ -
Garmin GPS or equivalent	\$ -
Laptop Computers	\$ -
LCD Projector	\$ -
Noise Meter	\$ -
Electrofisher	\$ -
Sample Pump	\$ -
Surveying Kit	\$ -
Total Station Set	\$ -
Field Traps	\$ -
Digital Planimeter	\$ -
Cameras/Video/Cell Phone	\$ -
Miscellaneous Small Equipment	\$ -
Stilling Well/Coring Pipe (3 inch aluminum)	\$ -
<b>Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:</b>	
Culvert Flow Meter	\$ -
Logging Rain Gage	\$ -
Marsh-McBirney Hand-Held Current Meter	\$ -
Logging Water Level Logging-Stainless Steel Pressure Transducer	\$ -
Logging Water Level -Titanium Pressure Transducer	\$ -
Logging Barometric Pressure Logger	\$ -
Well Probe	\$ -
Bottom-Mounted Tripod / Mooring	\$ -
<b>Water Quality Equipment:</b>	
Logging Turbidimeter/Water Level Recorder	\$ -
Logging Temperature Probe	\$ -
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	\$ -
Refractometer	\$ -
YSI Hand-Held Salinity Meter	\$ -
Hand-Held Conductivity/Dissolved Oxygen Probe	\$ -
<b>Sedimentation / Geotechnical Equipment:</b>	
Peat Corer	\$ -
60lb Helly-Smith Bedload Sampler with Bridge Crane	\$ -
Suspended Sediment Sampler with Bridge Crane	\$ -
Vibra-core	\$ -
Shear Strength Vane	\$ -
Auger (brass core @ \$ 5/each)	\$ -
<b>Boats:</b>	
14 foot Aluminum Boas with 15 HP Outboard Motor	\$ -
Single or Double Person Canoe	\$ -
17' Boston Whaler w/ 90 HP Outboard	\$ -
<b>Total Equipment Usage Costs</b>	<b>\$ -</b>

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

**SCHEDULE OF FEES:**

The compensation for the scope of work described in Attachment A-4 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/06/2022, and shall not exceed \$228,963.

# ESA Cost Breakdown

Runway Safety Area Improvement Project at Bishop Airport

Date 12/6/2021

**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	\$87-\$134	51	\$ 96.35	\$ 317.07	\$ 16,170.42
Senior Director II	Timothy Sturtz	\$55-\$73	1	\$ 62.50	\$ 205.67	\$ 205.67
Director III	Michael Newland	\$64-\$96	4	\$ 76.92	\$ 253.13	\$ 1,012.51
Director III	Brian Pittman	\$64-\$96	8	\$ 71.32	\$ 234.70	\$ 1,877.59
Managing Associate III	Autumn Ward	\$54-\$72	94	\$ 60.82	\$ 200.15	\$ 18,813.68
Managing Associate III	Chris Jones	\$54-\$72	356	\$ 69.79	\$ 229.66	\$ 81,760.32
Managing Associate I	Jeffrey Covert	\$42-\$58	85	\$ 44.42	\$ 146.18	\$ 12,425.01
Managing Associate II	Patrick Hickman	\$45-\$60	138	\$ 49.71	\$ 163.58	\$ 22,574.71
Managing Associate II	Stephen Goetzinger	\$45-\$60	34	\$ 53.39	\$ 175.69	\$ 5,973.63
Managing Associate II	Victoria Hsu	\$45-\$60	24	\$ 52.91	\$ 174.12	\$ 4,178.77
Managing Associate I	Sean Burlingame	\$42-\$58	36	\$ 43.97	\$ 144.70	\$ 5,209.05
Managing Associate II	Heidi Koenig	\$45-\$60	56	\$ 57.05	\$ 187.74	\$ 10,513.40
Associate II	Ashleigh Sims	\$26-\$39	56	\$ 38.46	\$ 126.56	\$ 7,087.56
Associate III	Joseph Sanders	\$30-\$50	40	\$ 36.30	\$ 119.46	\$ 4,778.22
Managing Associate II	Rachel Brownsey	\$45-\$60	40	\$ 53.99	\$ 177.67	\$ 7,106.78
Associate III	Eryn Pimentel	\$30-\$50	28	\$ 42.07	\$ 138.44	\$ 3,876.41
Project Technician III	James Songco	\$38-\$60	20	\$ 42.02	\$ 138.28	\$ 2,765.57
Project Technician III	Kristine Olsen	\$30-\$39	68	\$ 38.95	\$ 128.18	\$ 8,715.97

1,139      Total

**\$215,045**

**FRINGE BENEFITS**

Rate  
49.87%

**INDIRECT COSTS**

Overhead and G&A

Rate  
143.95%

**FEE EXPENSES**

Rate  
12%

**\$13,918**

**OTHER COSTS**

**\$0**

**TOTAL COST**

**\$228,963**



**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Environmental Science Associates  
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

**TERM:**  
**FROM:** November 11, 2018      **TO:** November 11, 2023

**SCHEDULE OF TRAVEL AND PER DIEM**

Travel expenses, including airfare, vehicle rental and lodging will be reimbursed at actual cost, up to the limits outlined in *Attachment A – Cost Proposal: ESA Non-Labor Expenses Summary*, on the final page of Attachment A-4 to the contract. Mileage will be reimbursed at the IRS rate, and per diem at the GSA Per Diem Rate (for Inyo County) for the year in which the travel occurs.



# 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:  
2023-4248

### Sole-Source Provider Declaration and Contract Authorization for Road Equipment Rentals

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Sally Faircloth

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

A) Declare United Rentals of Ridgecrest, CA a sole-source provider of equipment rentals; and B) Ratify and approve the additional amount of \$45,000 for United Rentals of Ridgecrest, CA and authorize the increase of a contract to an amount not to exceed \$165,222.63, payable to United Rentals of Ridgecrest, CA for equipment rentals in the event the agreement needs to be extended for the continued runoff damages and repairs caused by Tropical Storm Hillary.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On April 25, 2023, the Board of Supervisors approved the Road Department's request to rent additional equipment in preparation for the upcoming runoff season for an amount not to exceed \$55,222.63. On August 1, 2023, the Road Department requested an additional amount of \$65,000 to extend the agreement with United Rentals for continued road equipment coverage for the damages sustained for an amount not to exceed \$120,222.63. Inyo County has paid United Rentals \$118,683.96, with the amount not to exceed \$120,222.63. The Road Department is now requesting an extension of the rental agreement with United Rentals for an additional \$45,000, for an amount not to exceed \$165,222.63. The closest rental provider, United Rentals of Ridgecrest, CA, provided the attached quotes for a total of \$30,807.89. However, the Road Department is requesting the not to exceed increase amount of \$45,000 in the event the rental equipment is needed for a longer period of time due to the past runoff season and new damage sustained by Tropical Storm Hilary. This would hopefully prevent re-introducing this item to your Board or cause any equipment issues with United Rentals.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5281
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
The remaining balance of the requested amount will be applied to the 23/24 Fiscal Year.			
<b>Future Fiscal Year Impacts</b>			

<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the increase. However, this is not recommended as the runoff is expected to flush and scour multiple years' worth of debris and we need equipment to be readily available.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. United Rentals Quote No. 1
2. United Rentals Quote No. 2
3. United Rentals Quote No. 3
4. United Rentals Quote No. 4
5. Emergency Sole Source Equipment Rental Extension No. 1

**APPROVALS:**

Sally Faircloth	Created/Initiated - 10/16/2023
Darcy Ellis	Approved - 10/17/2023
Sally Faircloth	Approved - 10/19/2023
Breanne Nelums	Approved - 10/19/2023
John Vallejo	Approved - 10/31/2023
Amy Shepherd	Approved - 11/1/2023
Michael Errante	Final Approval - 11/1/2023





BRANCH 555  
1241 W INYOKERN RD  
RIDGECREST CA 93555-2356  
760-446-7628

**# 226063660**

**Job site**

LONE PINE YARD  
160 LONE PINE AVE  
LONE PINE CA 93545

**Office:** 760-878-0202 **Cell:** 760-878-0077

**Customer #** : 477388  
**Quote Date** : 10/18/23  
**Estimated Out** : 10/16/23 07:00 AM  
**Estimated In** : 12/11/23 07:00 AM  
**UR Job Loc** : 160 LONE PINE AVE, L  
**UR Job #** : 11  
**Customer Job ID:**  
**P.O. #** : QUOTE  
**Ordered By** : SALLY FAIRCLOTH  
**Written By** : SARAH ALTER  
**Salesperson** : SCOTT SEVAETASI

INYO COUNTY ROAD DEPT  
PO BOX Q  
INDEPENDENCE CA 93526-0616

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RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	9527075	TRUCK DUMP 10-14 YARD CDL		744.00	1,809.00	4,661.00	9,322.00	
							Rental Subtotal:	9,322.00
							Agreement Subtotal:	9,322.00
							Tax:	722.46
							Estimated Total:	10,044.46

COMMENTS/NOTES:

CONTACT: NICK ANDREAS  
CELL#: 760-937-1978

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555  
 1241 W INYOKERN RD  
 RIDGECREST CA 93555-2356  
 760-446-7628

# 226064098

Job site

LONE PINE YARD  
 160 LONE PINE AVE  
 LONE PINE CA 93545

Office: 760-878-0202 Cell: 760-878-0077

Customer # : 477388  
 Quote Date : 10/18/23  
 Estimated Out : 11/10/23 07:00 AM  
 Estimated In : 12/08/23 07:00 AM  
 UR Job Loc : 160 LONE PINE AVE, L  
 UR Job # : 11  
 Customer Job ID:  
 P.O. # : QUOTE  
 Ordered By : SALLY FAIRCLOTH  
 Written By : SARAH ALTER  
 Salesperson : SCOTT SEVAETASI

INYO COUNTY ROAD DEPT  
 PO BOX Q  
 INDEPENDENCE CA 93526-0616

**This is not an invoice  
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RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD		825.00	2,111.00	5,549.00	5,549.00
							Rental Subtotal: 5,549.00
							Agreement Subtotal: 5,549.00
							Tax: 430.05
							Estimated Total: 5,979.05

COMMENTS/NOTES:

CONTACT: LUIS HUERTA  
 CELL#: 760-382-0931

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555  
 1241 W INYOKERN RD  
 RIDGECREST CA 93555-2356  
 760-446-7628

**# 226065006**

**Job site**

TUTTLE CREEK RD  
 TUTTLE CREEK RD  
 LONE PINE CA 93545

**Office:** 760-878-0202 **Job:** 760-878-0202

**Customer #** : 477388  
**Quote Date** : 10/18/23  
**Estimated Out** : 10/19/23 07:00 AM  
**Estimated In** : 12/14/23 07:00 AM  
**UR Job Loc** : TUTTLE CREEK RD, LON  
**UR Job #** : 13  
**Customer Job ID:**  
**P.O. #** : WHITNEY PORTAL RD  
**Ordered By** : SALLY FAIRCLOTH  
**Written By** : SARAH ALTER  
**Salesperson** : SCOTT SEVAETASI

INYO COUNTY ROAD DEPT  
 PO BOX Q  
 INDEPENDENCE CA 93526-0616

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RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	5512055	MESSAGE BOARD SOLAR		307.00	725.00	1,295.00	2,590.00	
							Rental Subtotal:	2,590.00
							Agreement Subtotal:	2,590.00
							Tax:	200.73
							Estimated Total:	2,790.73

COMMENTS/NOTES:

CONTACT: LUIS HUERTA  
 CELL#: 760-382-0931

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 555  
1241 W INYOKERN RD  
RIDGECREST CA 93555-2356  
760-446-7628

**Job site**

LONE PINE YARD  
160 LONE PINE AVE  
LONE PINE CA 93545

**Office:** 760-878-0202 **Cell:** 760-878-0077

**Customer #** : 477388  
**Reserved Date** : 10/18/23  
**Scheduled Out** : 10/11/23 07:00 AM  
**Estimated In** : 12/13/23 07:00 AM  
**UR Job Loc** : 160 LONE PINE AVE, L  
**UR Job #** : 11  
**Customer Job ID:**  
**P.O. #** : QUOTE  
**Ordered By** : SALLY FAIRCLOTH  
**Written By** : SARAH ALTER  
**Salesperson** : SCOTT SEVAETASI

INYO COUNTY ROAD DEPT  
PO BOX Q  
INDEPENDENCE CA 93526-0616

**This is not an invoice  
Please do not pay from this document**

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.	
1	9527075	TRUCK DUMP 10-14 YARD CDL		744.00	1,809.00	4,661.00	11,131.00	
							Rental Subtotal:	11,131.00
							Agreement Subtotal:	11,131.00
							Tax:	862.65
							Estimated Total:	11,993.65

COMMENTS/NOTES:

CONTACT: LUIS HUERTA  
CELL#: 760-382-0931





**County of Inyo**  
**PUBLIC WORKS DEPARTMENT**  
P.O. DRAWER Q  
INDEPENDENCE, CALIFORNIA 93526  
(760) 878-0201  
(760) 878-2001 FAX

Michael Errante, Public Works Director  
John Pinckney, Assistant Director  
Shannon Platt, Deputy Director/ Roads

To: Auditor  
From: Shannon Platt  
Date: October 27, 2023  
Re: Emergency Sole Source Justification, Equipment Rental

On April 25, 2023, the Board of Supervisors approved the Road Departments request to rent additional equipment in preparation for emergency repair work due to anticipated storm damage. The Road Department is now requesting an extension of the rental contract with United Rentals. The emergency nature of the initial rental has not ended. Inyo County still has many roads adversely impacted. The equipment is still being used as the damage sustained by many county roads was substantially more than anticipated and the length of time and monies initially anticipated for the rental could not be foreseen adequately. Due to the great need statewide for rental equipment, the equipment we currently have is in high demand and the wait times to actually get equipment are prolonged. We waited approximately two months for one of the rental dump trucks to become available.

To end the current rental contract and attempt to competitively source available equipment from a different vendor would significantly slow down current emergency repair operations and accrue additional return and delivery charges.



# 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:  
2023-4249

### Road Department Request to Purchase John Deere 624 P-Tier Wheel Loader Public Works - Road Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Cherish Hegi, Administrative Analyst

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Authorize issuance of a purchase order in an amount not to exceed \$282,283.03, payable to Coastline Equipment Company of Las Vegas, NV for one (1) John Deere 624 P-Tier Wheel Loader.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Road Department is continuing to bring its fleet into compliance with EPA and California Air Resource Board (CARB) laws and requirements. Non-compliant and aging equipment in the fleet continues to become more obsolete as the operable hours and mileage become limited by law. The need for a new loader for maintenance operations has been identified as part of the continuing effort to replace aging and outdated equipment. The new loader will meet all CARB Tier 4 emission laws and requirements.

The Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged pricing through John Deere (Sourcewell Contract #011723 JDC). Coastline Equipment has been authorized to sell this contract directly. The discount offered through Sourcewell provides the County with thirty-eight percent savings off the list price, which makes it highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manuel Section II(D)(6), the Road Department may purchase this equipment via Sourewell / Coastline Equipment without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one (1) new John Deere 624 P-Tier Wheel Loader from Coastline Equipment Company of Las Vegas, Nevada, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed \$282,283.03

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5650
<b>Recurrence</b>	One-Time Expenditure		

<b>Current Fiscal Year Impact</b>
<b>Future Fiscal Year Impacts</b>
Funds will be encumbered in current fiscal year and possibly not expended until FY24/25 based on delivery date
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended, as the current Road Department fleet is aging and each year more of it is put under usage restrictions due to CARB regulations. These usage restrictions are having an adverse impact on road operations.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. John Deere 624 P-Tier Wheel Quote

**APPROVALS:**

Sally Faircloth	Created/Initiated - 10/16/2023
Darcy Ellis	Approved - 10/17/2023
Sally Faircloth	Approved - 10/25/2023
Cherish Hegi	Approved - 10/25/2023
Cherish Hegi	Approved - 10/25/2023
Breanne Nelums	Approved - 10/26/2023
Shannon Platt	Approved - 10/27/2023
John Vallejo	Approved - 10/27/2023
Amy Shepherd	Approved - 10/31/2023
Michael Errante	Final Approval - 11/1/2023

Quote Id: 29728840

---

03 October 2023

INYO COUNTY ROAD DEPT  
PO BOX Q  
INDEPENDENCE, CA 93526

We would like to take this opportunity to thank you for your recent interest in John Deere machinery.

Thank you for allowing us to quote the following 624 P Tier 4WD Loader. It is equipped for the area and includes a 3rd function valve, GP bucket and Hydraulic 416 series Loader Coupler. Sourcewell Quotes are valid for 30 days, and can be refreshed as requested. The quote is constructed using guidance from the Deere Sourcewell Contract #011723-JDC. Inyo County is a Sourcewell Member ID # 4507.

The Sourcewell Discount Applied is 38% to the Manufacturers published list price. Freight, Delivery, and Pre- Delivery inspection is exempted from the Sourcewell discount. These items are included in the quotation to provide a full, turn key package. Delivery is provided to Inyo County.

The standard warranty is 12 months, full machine with unlimited hours. Additional warranty may be purchased any time prior to the standard warranty expiration and is available by level of coverage, hours and years. JD Link is provided at no cost and includes a lifetime subscription. Please let us know if we can answer any questions.

Thank you.

Sincerely,

MARTINEZ JC  
702-399-2700  
Coastline Equipment Company

**Quote Summary**

**Prepared For:**  
 INYO COUNTY ROAD DEPT  
 PO BOX Q  
 INDEPENDENCE, CA 93526

**Prepared By:**  
 MARTINEZ JC  
 Coastline Equipment Company  
 3540 N 5th Street  
 N Las Vegas, NV 89032  
 Phone: 702-399-2700  
 jc.martinez@coastlineequipment.com

**Quote Id:** 29728840  
**Created On:** 03 October 2023

**Expiration Date:** 27 November 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 624 P-Tier Wheel Loader	\$ 393,212.80	\$ 261,979.61 X	1 =	\$ 261,979.61
<b>Equipment Total</b>				<b>\$ 261,979.61</b>

<b>Quote Summary</b>	
Equipment Total	\$ 261,979.61
SubTotal	\$ 261,979.61
State Tax - (7.75%)	\$ 20,303.42
Total	\$ 282,283.03
<b>Balance Due</b>	<b>\$ 282,283.03</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29728840

**Customer:** INYO COUNTY ROAD DEPT

## JOHN DEERE 624 P-Tier Wheel Loader

**Hours:** 0 **Suggested List**  
**Stock Number:** 113231 \$ 393,212.80
**Selling Price**  
 \$ 261,979.61

Code	Description	Qty	Unit	Extended
6041DW	JOHN DEERE 624 P-TIER 4WD LOADER	1	\$ 297,503.00	\$ 306,428.09

### Standard Options - Per Unit

183E	JDLINK	1	\$ 0.00	\$ 0.00
0202	UNITED STATES	1	\$ 0.00	\$ 0.00
0259	ENGLISH OPS MANUAL	1	\$ 0.00	\$ 0.00
0351	TRANSLATED LABELS	1	\$ 0.00	\$ 0.00
0400	STANDARD LOADER	1	\$ 0.00	\$ 0.00
0451	STANDARD Z-BAR	1	\$ 0.00	\$ 0.00
0612	LEVEL 2 TRIM	1	\$ 6,862.89	\$ 6,862.89
0656	LEVEL 2 PERFORMANCE	1	\$ 4,726.67	\$ 4,726.67
0951	REAR CAMERA PRIMARY DISPLAY	1	\$ 0.00	\$ 0.00
1100	LESS DETECTION SYSTEM	1	\$ 0.00	\$ 0.00
1301	LEFT SIDE STEPS	1	\$ 0.00	\$ 0.00
2201	LESS PAYLOAD W/ CYCLE COUNT	1	\$ 127.72	\$ 127.72
4095	JD POWERTECH PVS 6.8L FT4/EU	1	\$ 26,883.00	\$ 26,883.00
5120	BRIDGESTONE VJT 20.5R25 L3	1	\$ 17,996.16	\$ 17,996.16
5552	FRONT FENDERS	1	\$ 0.00	\$ 0.00
6522	REAR COUNTERWEIGHT & R.HITCH	1	\$ 0.00	\$ 0.00
7026	JOYSTICK CONTROLS	1	\$ 0.00	\$ 0.00
7054	THREE FUNCTION HYDRAULICS	1	\$ 2,412.26	\$ 2,412.26
7403	HYDRAULIC COUPLER JRB 416	1	\$ 6,482.82	\$ 6,482.82
7458	BOLT-ON CUTTING EDGE	1	\$ 1,067.08	\$ 1,067.08
7500	LESS FORK FRAME	1	\$ 0.00	\$ 0.00
7700	LESS TINES	1	\$ 0.00	\$ 0.00
7827	3.50YD (2.70CM) ENH. PERFORM	1	\$ 12,557.76	\$ 12,557.76
8295	HEATED AND POWERED MIRRORS	1	\$ 769.41	\$ 769.41
8500	COLD WEATHER PACKAGE	1	\$ 533.54	\$ 533.54
8501	DEBRIS PACKAGE	1	\$ 3,527.75	\$ 3,527.75
8502	MAINTENANCE&SERVICE PACKAGE	1	\$ 638.60	\$ 638.60
8505	GUARDS TRANSMISSION & BOTTOM	1	\$ 2,199.05	\$ 2,199.05

**Standard Options Total** **\$ 86,784.71**
**Suggested Price** **\$ 393,212.80**

### Customer Discounts

**Customer Discounts Total** **\$ -131,233.19**

# Selling Equipment

Quote Id: 29728840

Customer: INYO COUNTY ROAD DEPT

<b>Total Selling Price</b>	<b>\$ 261,979.61</b>
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# 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:  
2023-4258

### Road Department Request to Purchase a John Deere Utility Cab Tractor Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Sally Faircloth

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Authorize issuance of a purchase order in an amount not to exceed \$63,144.72, payable to RDO Equipment Company of Riverside, CA for one (1) new John Deere 5075E Cab Utility Tractor.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Road Department is continuing its effort to bring its fleet into compliance with EPA and California Air Resource Board (CARB) laws and requirements. Non-compliant and aging equipment in the fleet will continue to become more obsolete as the operable hours and mileage become limited by law. The need for a new tractor for mowing roadway shoulders was identified as part of the continuing effort to replace aging and outdated within the fleet. The new tractor will meet all CARB Tier 4 emission laws and requirements.

The Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through John Deere (Sourcewell Contract # Ag 110719-JDC). RDO Equipment Company has been authorized by John Deere to sell this contract directly. The pricing offered by Sourcewell and RDO Equipment provides the County with a discount of approximately 14% off the list price, which makes the pricing highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section II(D)(6), the Road Department may purchase this equipment via Sourcewell / RDO Equipment Company without soliciting bids.

The Road Department is recommending your Board authorize the purchase of one (1) new John Deere 5075E Cab Utility tractor from RDO Equipment Company, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed \$63,144.72.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	034600
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5650
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			



<b>Future Fiscal Year Impacts</b>
Funds will be encumbered in the current 23/24 fiscal year and possibly not expended until FY24/25 based on delivery date
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this purchase. This is not recommended, as the current Road Department fleet is aging and each year more of it is put under usage restrictions due to CARB regulations. These usage restrictions are having an adverse impact on road operations.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**ATTACHMENTS:**

1. John Deere 5075E Cab Quote

**APPROVALS:**

Sally Faircloth	Created/Initiated - 10/20/2023
Darcy Ellis	Approved - 10/23/2023
Sally Faircloth	Approved - 10/26/2023
Breanne Nelums	Approved - 10/26/2023
Shannon Platt	Approved - 10/27/2023
John Vallejo	Approved - 10/31/2023
Amy Shepherd	Approved - 10/31/2023
Michael Errante	Final Approval - 11/1/2023

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

 RDO Agriculture Equipment Co  
 20 Iowa Avenue  
 Riverside, CA 92507  
 US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

 RDO Agriculture Equipment Co  
 20 Iowa Avenue  
 Riverside, CA 92507  
 951-682-5353  
 SLMiller@rdoequipment.com

**Quote Summary**
**Prepared For:**

 INYO COUNTY ROAD DEPT  
 PO BOX Q  
 INDEPENDENCE, CA 93526

**Delivering Dealer:**
**RDO Agriculture Equipment Co**  
 Stefanie Miller  
 20 Iowa Avenue  
 Riverside, CA 92507  
 Phone: 951-682-5353  
 smiller@rdoequipment.com

Sourcewell Account # 4507

\* Current ETA 4 - 6 months from date RDO Equipment Co. confirms receipt of agency PO or LOI. ETA can be subject to change without notice.

**Quote ID:** 29850253

**Created On:** 24 October 2023

**Last Modified On:** 24 October 2023

**Expiration Date:** 23 November 2023

**Equipment Summary**

 JOHN DEERE 5075E Cab Utility  
 Tractor

Selling Price	Qty	=	Extended
\$ 57,018.77 X	1	=	\$ 57,018.77

**Contract:** Sourcewell Ag 110719-JDC (PG BA CG 76)

**Price Effective Date:** October 23, 2023

**Equipment Total**
**\$ 57,018.77**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 57,018.77
Trade In	
<b>SubTotal</b>	<b>\$ 57,018.77</b>
Sales Tax - (7.75%)	\$ 4,418.95
CA Tire Fee	\$ 7.00
Sourcewell Delivery Fee	\$ 1,700.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 63,144.72</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 63,144.72</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



# Selling Equipment

Quote Id: 29850253      Customer Name: INYO COUNTY ROAD DEPT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

RDO Agriculture Equipment Co  
20 Iowa Avenue  
Riverside, CA 92507  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Agriculture Equipment Co  
20 Iowa Avenue  
Riverside, CA 92507  
951-682-5353  
SLMiller@rdoequipment.com

## JOHN DEERE 5075E Cab Utility Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag 110719-JDC (PG BA CG 76)

Selling Price \*

Price Effective Date: October 23, 2023

\$ 57,018.77

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08C1LV	5075E Cab Utility Tractor	1	\$ 43,675.00	14.00	\$ 6,114.50	\$ 37,560.50	\$ 37,560.50
<b>Standard Options - Per Unit</b>							
183N	JLink™ Modem	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	PowrReverser™ 12F/12R Transmission with 540/540E PTO	1	\$ 3,288.00	14.00	\$ 460.32	\$ 2,827.68	\$ 2,827.68
1799	Less Loader Prep Package	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2060	Premium Cab	1	\$ 4,881.00	14.00	\$ 683.34	\$ 4,197.66	\$ 4,197.66
3325	Two Mechanical Stackable Rear SCV	1	\$ 804.00	14.00	\$ 112.56	\$ 691.44	\$ 691.44
3420	Dual Mid Valves with Mechanical Joystick Control	1	\$ 1,427.00	14.00	\$ 199.78	\$ 1,227.22	\$ 1,227.22
5185	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 6,502.00	14.00	\$ 910.28	\$ 5,591.72	\$ 5,591.72
6111	11.2-24 10PR R1 Bias	1	\$ 1,287.00	14.00	\$ 180.18	\$ 1,106.82	\$ 1,106.82
<b>Standard Options Total</b>			<b>\$ 18,189.00</b>		<b>\$ 2,546.46</b>	<b>\$ 15,642.54</b>	<b>\$ 15,642.54</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
AL232067	Radio - AM/FM, Bluetooth Ready, and Satellite Capable	1	\$ 793.70	14.00	\$ 111.12	\$ 682.58	\$ 682.58
AL222926	Antenna	1	\$ 175.43	14.00	\$ 24.56	\$ 150.87	\$ 150.87
R262449	Front Weight Support, 55kg (121 lb)	1	\$ 650.37	14.00	\$ 91.05	\$ 559.32	\$ 559.32
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	16	\$ 173.18	14.00	\$ 24.25	\$ 2,382.88	\$ 2,382.88



# Selling Equipment

**Quote Id:** 29850253      **Customer Name:** INYO COUNTY ROAD DEPT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

RDO Agriculture Equipment Co  
20 Iowa Avenue  
Riverside, CA 92507  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Agriculture Equipment Co  
20 Iowa Avenue  
Riverside, CA 92507  
951-682-5353  
SLMiller@rdoequipment.com

Open Market	Open Market - Pins for Weights	1	\$ 40.00	0.00	\$ 0.00	\$ 40.00	\$ 40.00
<b>Dealer Attachments Total</b>			<b>\$ 4,430.38</b>		<b>\$ 614.73</b>	<b>\$ 3,815.65</b>	<b>\$ 3,815.65</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Additional Discounts</b>							
<b>Additional Discount Total</b>					<b>\$ 0.00</b>	<b>\$ -0.00</b>	<b>\$ -0.00</b>
<b>Total Selling Price</b>			<b>\$ 66,294.38</b>		<b>\$ 9,275.69</b>	<b>\$ 57,018.69</b>	<b>\$ 57,018.69</b>



# 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:  
2023-4230

### Resolution Delegating Authority to the Director of Public Works to Execute all Agreements with Caltrans Pertaining to the Old Sherwin Grade and Whitney Portal Road Emergency Repair Project

**Public Works**  
ACTION REQUIRED

**ITEM SUBMITTED BY**

Nolan Ferguson, Assistant Engineer

**ITEM PRESENTED BY**

John Pinckney, Assistant Public Works Director

**RECOMMENDED ACTION:**

Approve Resolution No. 2023-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Delegating Authority to the Director of Public Works to Execute all Agreements with Caltrans Pertaining to the Old Sherwin Grade and Whitney Portal Road Emergency Repair Project," and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On March 14, 2023, your board authorized the CAO to enter into contract for the Old Sherwin Grade Road and Whitney Portal Road emergency repairs with Spiess Construction Co. The project was completed, and has received authorization from FHWA under the EO program to receive reimbursement for 100% of the costs. Those reimbursements are ready to be invoiced, pending the Resolution being approved by your board. The attached Resolution delegates authority to the Director of Public Works to sign all documents associated with the invoicing. Delegating such authority to the Director of Public Works will significantly speed up and simplify the process for the County to receive reimbursement.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Failure to approve the Resolution would result in a delay of reimbursements for the project from Caltrans. Reimbursements for the full project are pending a resolution.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Old Sherwin and Whitney Portal CalTrans Resolution

**APPROVALS:**

Nolan Ferguson	Created/Initiated - 10/9/2023
Darcy Ellis	Approved - 10/9/2023
Nolan Ferguson	Approved - 10/9/2023
Grace Chuchla	Approved - 10/10/2023
Breanne Nelums	Approved - 10/10/2023
John Pinckney	Approved - 10/12/2023
John Vallejo	Approved - 10/12/2023
Nate Greenberg	Final Approval - 11/1/2023

**RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
DELEGATING AUTHORITY TO THE DIRECTOR OF PUBLIC WORKS TO  
EXECUTE ALL AGREEMENT WITH CALTRANS PERTAINING TO THE OLD  
SHERWIN GRADE AND WHITNEY PORTAL ROAD EMERGENCY REPAIR  
PROJECT**

**WHEREAS**, on or about June 26, 2023, the Inyo County Department of Public Works deemed the Old Sherwin Grade and Whitney Portal Road Emergency Repair Project (“the Project”) to be complete;

**WHEREAS**, Inyo County is eligible to receive federal and/or state funding for the Project through the California Department of Transportation; and

**WHEREAS**, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds can be claimed for the Project; and

**WHEREAS**, the Inyo County Board of Supervisors wishes to delegate authorization to execute these agreements and any amendments thereto to the Director of Public Works.

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

1. The Director of Public Works shall be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation as they pertain to the Project.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
JENNIFER ROESER, Chairperson  
Inyo County Board of Supervisors

ATTEST: Nate Greenberg  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board



# Exhibit A



# 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:**

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

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

**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: Christine A

CHRS COX

D. Anderson  
[Signature] - Pagenkopf Company.

John M. Finckney III

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

\_\_\_\_\_, **CONTRACTOR**

**for the**

\_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of \_\_\_\_\_ **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: \_\_\_\_\_ **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within \_\_\_\_\_ 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: \_\_\_\_\_ dollars (\$\_\_\_\_\_), 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: \_\_\_\_\_



168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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.

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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**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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**

**FOR THE \_\_\_\_\_ PROJECT**

**INSURANCE PROVISIONS**

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

and

PAGENKOPF 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, 11/17, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Pagenkopf 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	<i>See</i>	
Relocate Electrical	1	LS	<i>Addendum.</i>	
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		
<b>Bid Total In Numbers</b>	<b>\$</b>			
<b>Bid Total In Words</b>				

**BID PROPOSAL FORM**

**Updated October 25<sup>th</sup>, 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
<b>Relocate Electrical (by Change Order)</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
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
<b>Paint all existing doors and frames</b>	<b>1</b>	<b>LS</b>		14,662.33
<b>Install 3'x7' SC Door, Supply 1) door frame</b>	<b>1</b>	<b>EA</b>		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 25<sup>th</sup>, 2023 by Addendum #1**

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



This bid was received on  
November 1, 20 13 @ 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](http://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.

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**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 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. Pamp  
Signed Name

11/1/23.  
Date

Darrin Pagenkopp  
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.



**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
	<u>JAIL REMODEL</u>		<u>Pagenkopp Company</u>	<u>160,998.99</u>

**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. Panno  
Signature of Bidder

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

DARRIN PAGENKOPP  
Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

**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 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:  
2023-4250

### Presentation and Memorandum of Agreement Update Request from the Rural Southwest Desert Brownfields Coalition Planning Department ACTION REQUIRED

**ITEM SUBMITTED BY**

Cathreen Richards, Planning Director

**ITEM PRESENTED BY**

Cathreen Richards, Planning Director

**RECOMMENDED ACTION:**

A) Receive a presentation from the Rural Southwest Desert Brownfields Coalition on the Brownfields program and projects in the County; and B) review and approve the Memorandum of Agreement and authorize the Chairperson to sign.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Rural Desert Southwest Brownfield Coalition (RDSBC) formed in 2011 between Esmeralda, Lincoln, Nye, and White Pine Counties in Nevada, and Inyo County, California and has since expanded to include Mineral County and the Duckwater Shoshone Tribe of the Duckwater Reservation. Coalition members work together to assess, clean up and facilitate the redevelopment and reuse of potentially contaminated properties known as "Brownfields" throughout the Coalition region. This presentation will include progress from across the Coalition and throughout Inyo County.

An updated Memorandum of Agreement is also provided for review and signature, recommitting Inyo County as an RDSBC Member and outlining the benefits and contributions expected for continued membership.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	23800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to sign the Memorandum of Agreement. This is not recommended as it would end Inyo County's involvement in the Brownfields Coalition, which has been a positive program to date.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Memorandum of Agreement - Nye County Brownfields Coalition

**APPROVALS:**

Cathreen Richards	Created/Initiated - 10/23/2023
Darcy Ellis	Approved - 10/23/2023
John Vallejo	Approved - 11/2/2023
Nate Greenberg	Approved - 11/2/2023
Cathreen Richards	Final Approval - 11/2/2023

## **RURAL DESERT SOUTHWEST BROWNFIELDS COALITION MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter “MOA”), executed on the respective date of the signatures of the parties shown hereafter, is effective as of October 1, 2023 between **Nye County, Esmeralda County, Lincoln County, Mineral County, White Pine County**, of the State of Nevada, **Inyo County**, of the State of California, and **the Duckwater Shoshone Tribe on the Duckwater Reservation** (the parties are hereinafter referred to as the “**Rural Desert Southwest Brownfields Coalition**”).

**WHEREAS**, the **United States Environmental Protection Agency** (hereinafter “**EPA**”), in recognition of the lingering threat to public health and the negative effect of “brownfields” on community economic vitality, established a Brownfields Economic Redevelopment Initiative to facilitate State and local efforts to redevelop brownfields sites, defined as “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant” in the **Comprehensive Environmental Response, Compensation, and Liability Act** of 1980, § 101(39), as amended (hereinafter “**CERCLA**”);

**WHEREAS**, as part of its Initiative, EPA established a Brownfields grant program for Assessment, Revolving Loan Fund, and Cleanup grants to identify and assess potential brownfields, capitalize local revolving loan funds for low-cost loans for the cleanup of contaminated sites, and cleanup site-specific properties;

**WHEREAS**, NYE COUNTY, has established a brownfields program (hereinafter “**Coalition Brownfields Program**”) to address the public and environmental health issues posed by brownfields in the COALITION PARTNERS region and to facilitate redevelopment of these properties;

**WHEREAS**, NYE COUNTY formed the Rural Desert Southwest Brownfields Coalition, which initially included **Nye County, Esmeralda County, Lincoln County, White Pine County**, of the State of Nevada, and **Inyo County**, of the State of California and subsequently expanded to include **Mineral County**, of the State of Nevada, and expanded again to include **the Duckwater Shoshone Tribe on the Duckwater Reservation**.

**WHEREAS**, NYE COUNTY, as the lead grant recipient, was awarded **EPA Assessment Grant** awards in Fiscal Year 2011, 2014, and 2017, and **EPA Brownfields Revolving Loan Fund (RLF) Grant** award for Fiscal Year 2013 and 2018 on behalf of the COALITION PARTNERS at the various times of the awards;

**WHEREAS**, NYE COUNTY and the COALITION PARTNERS have executed grant-specific MOAs for previous EPA grant awards;

**WHEREAS**, NYE COUNTY will apply on behalf of the Coalition Brownfields Program for additional EPA grants to carry out assessment, cleanup, and revolving loan activities and is the Cooperative Agreement Recipient for EPA grant awards;

**WHEREAS**, this MOA will serve as an agreement between the parties to work cooperatively in accordance with existing and future Workplan(s) approved by EPA with regard to the Rural Desert Southwest Brownfields Coalition and the Brownfields Coalition Program in conducting the various operational and administrative activities of the Coalition Brownfields Program;

**NOW, THEREFORE**, in consideration of the promises contained in this MOA, the parties hereto agree as follows:

**A. Purpose:**

1. The purpose of the Brownfields Coalition Program is to facilitate the reuse and/or redevelopment of contaminated sites by identifying, inventorying, assessing, and conducting cleanup and reuse planning, and making low-cost financing available for the cleanup of eligible public or privately-held properties. Funding source is the EPA Assessment Grant and EPA Brownfields RLF Grant awards (current and future).

**B. Brownfields Coalition Program Organization and Responsibilities:**

1. The Brownfields Coalition Program will be administered by Nye County, assisted by a Program Team of at least one representative from each of the seven (7) parties signed below. The Program Team will meet to discuss issues and make decisions regarding the Brownfields Coalition Program and use of grant funds.
2. Each Coalition Partner must authorize in writing their designee to the Program Team.
3. The primary responsibilities of each Coalition member are set forth in this section.
  - a. Nye County Roles and Responsibilities:
    - 1) Nye County is the Cooperative Agreement Recipient and Lead Agency for the EPA grant.
    - 2) Nye County oversees the Brownfields Coalition Program and is responsible for overall grant administration, program development, procurement, marketing, and ensuring that grant activities and funds comply with the Cooperative Agreement (reporting requirements), EPA grant guidelines, and underlying federal and State laws.
    - 3) Nye County manages the RLF Program, and is responsible for program forms and documents, managing and servicing loan



agreements, loan accounting and record keeping, and other technical loan services, including the review of loan applications, recommendations regarding loan approval or disapproval, and loan execution and closing.

b. Coalition Partners' Roles and Responsibilities:

- 1) The Coalition Partners will designate an individual or individuals (i) to serve as the Coalition Partners' representatives and (ii) shall be the local governmental entity liaison for the Brownfields Coalition Program. Each Coalition Partner must notify all Coalition members of the name, postal address, telephone, email, and fax information of its Brownfields Coalition Program representative.
- 2) The Coalition Partners are responsible for ensuring the consistency of the Brownfields Coalition Program with their respective local plans and planning priorities, and for ensuring local agency review of Program documents.
- 3) Coalition Partners will assist Nye County in the ongoing identification of sites within their jurisdiction with potential for brownfields redevelopment, and in integrating brownfields redevelopment in ongoing local planning processes and expanding brownfields redevelopment opportunities within their region.
- 4) Coalition Partners will assist Nye County in the cost of grant application development and writing pertaining to their jurisdiction.
- 5) Coalition Partners will assist Nye County in the cost of maintaining the RDSBC Website.

c. RLF Program Loan Committee Roles and Responsibilities:

- 1) The Loan Committee shall approve RLF Program loans, based on the recommendations from the Program Team and the affected region.
- 2) The Loan Committee shall be comprised of the Nye County Brownfields Project Director, Nye County Grant Administrator, Fund Manager, and Financing Package Partner (if applicable).
- 3) No member of the Loan Committee may vote on or participate in discussions of projects where that Loan Committee member has a direct personal financial interest in any contract or Brownfields project, existing or proposed, that may be brought before the Loan Committee. For purposes of this section, "financial interest" shall mean a substantial interest held by a member or member's immediate family, such as:
  - a) An ownership interest in a business;
  - b) Employment or prospective employment for which negotiations have begun;
  - c) An ownership interest in real or personal property;
  - d) A loan or other debt or interest in business or real property; or
  - e) A position as director or officer in a business.

- 4) If a member of the Loan Committee has a preexisting actual or appearance of a conflict of interest, he or she shall immediately disclose this in writing to the Committee, and this disclosure shall be entered into the minutes of the Committee.
  - 5) The Loan Committee shall base its review and decision on the strength of a loan proposal with respect to RLF Program.
4. All parties shall assist Nye County in developing an outreach and marketing strategy and marketing the Brownfields Coalition Program through their ongoing agency programs. Any additional materials prepared for dissemination to individuals, organizations, or the general public by any party must be approved by the Program Team.

**C. Allocation of Funds:**

1. All parties will collaborate in identifying potential projects within each Coalition Partner's jurisdiction to ensure that potential brownfield sites in each jurisdiction have an opportunity to access the Brownfields Assessment and RLF Program.

**D. Brownfields Coalition Program Procedures:**

1. Meetings. Meetings of the RLF Program Team shall be convened by Nye County at least two (2) times a year. Additional meetings shall be convened by Nye County on an as-needed basis or upon the request of two members for the purpose of transacting business these members designate during the call for such meeting. No meeting shall be held unless all Brownfields Coalition Program representatives are given notice a minimum of seven (7) days in advance, except when the participants agree to conduct a meeting and waive the meeting notice requirement.
2. Convenor. Nye County shall, in consultation with other Coalition Partners, prepare agendas and facilitate meetings. Nye County may designate another Coalition Partner to assume the duties of Convenor in its absence.
3. Quorum for the Brownfields Coalition. A quorum for the Brownfields Coalition shall consist of four (4) voting members. A Coalition Partner representative must be present either in person or by telephone to be counted in the quorum. In the event of a Coalition representative's absence, that member may send a substitute who is authorized, by written proxy, to participate and vote.
4. Decision-making. It is the intent of the Brownfields Coalition Program that decisions affecting more than one Coalition Member be made with member consensus, whenever possible. In the event that consensus cannot be reached, a simple majority vote of the full voting members will decide the issue.

5. Record of Decisions. Brownfields Coalition decisions and the rationale for approval or denial of any project funding shall be recorded in writing and maintained in adherence with grant record keeping requirements. Minutes of any other meetings or actions are not required. The minutes of other meetings may be recorded at the discretion of Nye County.
6. Equitability. The Rural Desert Southwest Brownfields Coalition shall endeavor to allocate loan funds equitably among the member parties.
7. Term of Office. Coalition Partner representatives will serve indefinite terms at the pleasure of their respective organizations.
8. Public Meetings. The Rural Desert Southwest Brownfields Coalition may hold public informational meetings as needed.

**F. Term of Agreement and Termination:**

1. This MOA becomes effective upon signature of the seven (7) parties below. This MOA will automatically terminate when the grant period for all EPA grants awarded to Nye County on behalf of the Brownfields Coalition Program have ended.
2. This MOA may be terminated with thirty (30) days written notice under any of the following circumstances:
  - a) By mutual agreement of the Coalition Partners, upon expenditure of all EPA Brownfields grant moneys awarded to Rural Desert Southwest Brownfields Coalition and contributed to the Brownfields Coalition Program;
  - b) Where significant changes in the organization of the Brownfields Coalition Program, the support capacity of participating entities, or the EPA Workplan(s) and Cooperative Agreement(s) render this MOA impracticable;
  - c) Deobligation of the grant award or closeout of the Brownfields Coalition Program by EPA; or
  - d) By mutual agreement of the Coalition Partners to terminate the Brownfields Coalition Program and return any unexpended funds to EPA.

**G. Miscellaneous:**

1. The Rural Desert Southwest Brownfields Coalition must not spend funds except for their intended use as defined in the Cooperative Agreements between EPA and Nye County.
2. Funds awarded or contributed to the RLF Program for direct loans shall be retained by the RLF Program for low-cost loans to eligible cleanup projects. Termination of this MOA or RLF Coalition membership shall have no effect on the disposition of funds for direct loans.

3. For sites outside of Nye County where the local agency is overseeing cleanup activities funded by the RLF Program loans:
  - a. Nye County shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the local oversight agency or by related parties in carrying out oversight activities pursuant to this MOA, nor shall Nye County be held as a party to any contract entered into by the local agency or its agent in carrying out oversight activities pursuant to this MOA.
  - b. Nothing in this MOA shall preclude Nye County from taking any action authorized by law or equity to protect human health and safety or the environment and recovering the costs thereof.
  - c. Nothing in this MOA shall relieve the local oversight agency from complying with all applicable federal, state, and local laws and regulations.
  
4. The parties acknowledge that the provisions of this MOA shall govern the parties only with respect to their individual roles and responsibilities under the Brownfields Coalition Program, and that such provisions shall not in any manner extinguish or otherwise abridge any right or prerogative granted or reserved to the individual parties by law or ordinance.
  
5. This MOA, together with attachments or addenda, constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOA may be amended only by written instrument properly signed by all parties hereto. To be effective, any amendment of this MOA shall be approved by consensus.

**IN VIEW OF THE ABOVE**, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date above written.

\_\_\_\_\_  
 Lead Coalition Member – **Nye County, NV**  
 Bruce Jabbour, Board of County Commissioners

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Coalition Partner – **Esmeralda County, NV**  
 Ralph Keyes, Chair, Board of County Commissioners

\_\_\_\_\_  
 Date

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Coalition Partner – **Inyo County, CA**  
Jennifer Roeser, Chair, Board of Supervisors

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Date

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Coalition Partner – **Lincoln County, NV**  
Varlin Higbee, Chair, Board of County Commissioners

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Date

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Coalition Partner – **Mineral County, NV**  
Catherine Hall, Chair, Board of County Commissioners

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Date

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Coalition Partner – **White Pine County, NV**  
Shane Bybee, Chair, Board of County Commissioners

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Date

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Coalition Partner – **Duckwater Shoshone Tribe**  
Warren Graham, Chairman, Duckwater Shoshone Tribe

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Date



# 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:  
2023-4264

### Public Hearing on Proposed Interim Ordinance Extending Temporary Moratorium Suspending the Establishment of New Short-Term Rentals in All Land Use Designations Throughout the Unincorporated Area of the County County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Christian Milovich, Assistant County Counsel

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Conduct public hearing; approve proposed Ordinance 1302 titled, "An Interim Ordinance of the Inyo County Board of Supervisors Extending the Temporary Moratorium Suspending the Establishment of New Short-Term Rentals in All Land Use Designations Throughout the Unincorporated Area of the County;" and provide any other desired direction to staff.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

On November 29, 2022, in order to preserve residential housing for potential long-term use, while staff studied the impact of short-term rentals on residential and workforce housing, and developed a comprehensive housing strategy for the unincorporated county - including the creation of designated areas, specific to Short-Term Rentals, and any adjustments to the regulation of short-term rentals - your Board adopted an interim ordinance temporarily suspending the establishment of new short-term rentals in all land use designations throughout the unincorporated area of the County. This initial moratorium became effective on December 6, 2022. It was later extended until November 25, 2023. Staff is now requesting a second extension to allow for additional time to study the impacts of, and develop recommendations for, future short-term rental operations in the unincorporated area of the County.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	
<b>Budgeted?</b>	Yes / No	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			

<b>Future Fiscal Year Impacts</b>
<b>Additional Information</b>

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Don't approve ordinance in which case new short-term rental applications may be received and processed before any amendments to the County's Short-Term Rental Ordinance can be made.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Ordinance - 2nd Extension of the STR Moratorium

**APPROVALS:**

Christian Milovich	Created/Initiated - 10/24/2023
Cathreen Richards	Approved - 10/27/2023
John Vallejo	Approved - 10/30/2023
Nate Greenberg	Approved - 11/1/2023
Darcy Ellis	Approved - 11/1/2023
Christian Milovich	Approved - 11/1/2023
Amy Shepherd	Approved - 11/1/2023
Nate Greenberg	Final Approval - 11/1/2023

ORDINANCE NO. \_\_\_\_\_

**AN INTERIM ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS EXTENDING THE TEMPORARY MORATORIUM SUSPENDING THE ESTABLISHMENT OF NEW SHORT-TERM RENTALS IN ALL LAND USE DESIGNATIONS THROUGHOUT THE UNINCORPORATED AREA OF THE COUNTY**

**WHEREAS**, Government Code §65858(a) authorizes the adoption of an interim ordinance as an urgency measure, without following procedures otherwise required prior to the adoption of a zoning ordinance, to prohibit any uses that may be in conflict with a general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering, studying or intends to study within a reasonable time, when necessary to protect public safety, health, and welfare; and

**WHEREAS**, the lack of existing affordable housing for workforce and full-time residents in Inyo County is a current and immediate threat to the public health, safety and welfare, and may be intensified by the loss of residential units to nightly rental uses; and

**WHEREAS**, the Board has identified a need to preserve the availability of existing long-term residential housing by limiting its use for short-term rentals; and

**WHEREAS**, on November 29, 2022, in order to preserve residential housing for potential long-term use while staff and decision makers study the impact of short-term rentals on residential and workforce housing and develop a comprehensive housing strategy for the unincorporated county, including the creation of designated areas, specific to Short-Term Rentals, and any adjustments to the regulation of short-term rentals, the Board of Supervisors adopted Ordinance 1289, temporarily suspending the establishment of new short-term rentals in all land use designations throughout the unincorporated area of the County, with an effective date of December 6, 2022; and

**WHEREAS**, on January 10, 2023, after a duly noticed public hearing, the Board extended the restrictions imposed by Ordinance 1289 until November 25, 2023; and

**WHEREAS**, on November 7, 2023, the Board held a duly noticed public hearing pursuant to Government Code §65858(a) and now wishes to further extend the moratorium for one year until November 25, 2024, unless sooner terminated.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO FINDS AND ORDAINS AS FOLLOWS:**

**SECTION ONE:** There is a current and immediate threat to the public health, safety and welfare as a result of the continuing use of existing single-family residential housing units within unincorporated Inyo County for short-term rentals. Such use negatively impacts the amount of available long-term housing for residents. Therefore,



County processing and/or approval of short-term or transient rental applications for single-family residential units must be temporarily suspended in order to preserve existing housing inventory and protect the public safety, health, and welfare of the residents of Inyo County while the County creates designated, short-term rental areas, and analyzes possible revisions to its regulations regarding such uses including but not limited to Chapter 18.73 of the Inyo County Code related to short-term rentals.

**SECTION TWO:** The moratorium on establishments of new short-term rentals within the unincorporated area of the County is hereby extended to allow for the proper study of modification and/or alternatives to the current system to address the issues identified above and other matters directed by the Board.

**SECTION THREE:** No applications for short-term rentals under Chapter 18.73 of the Inyo County Code shall be accepted for processing as of the effective date of this Ordinance. Any application received prior to December 6, 2022, shall be processed in accordance with County standards in effect at the time of submission.

**SECTION FOUR:** During the suspension, staff shall evaluate short-term rental areas throughout the unincorporated area, analyze the impacts of short-term rentals on long-term housing availability within Inyo County and evaluate possible modifications to Chapter 18.73 of the Inyo County Code or other applicable regulations.

**SECTION FIVE:** This ordinance shall become effective November 25, 2023, pursuant to Government Code section 65858(a), and shall remain in effect for one year (until November 25, 2024), unless earlier rescinded by the Board. The Clerk of the Board of Supervisors shall post this ordinance and publish it or a summary thereof in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2023.

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

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Jennifer Roeser, Interim Chair  
Inyo County Board of Supervisors

ATTEST:

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:  
2023-4150

### Selection of Provider for 911 Ambulance Service in the Bishop Operating Area County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer,  
Anna Scott, Health & Human Services Director

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

- A) Approve an agreement between Inyo County and Cal-Ore Life Flight LLC (DBA Sierra Life Flight) based on its August 7, 2023 proposal and authorize the Board Chair to sign;
- B) Approve the cost-sharing Memorandum of Understanding between Inyo County, the City of Bishop, and Bishop Paiute Tribe and authorize the County Administrator to sign;
- C) Amend the Fiscal Year 2023-2024 EMS-Emergency Med Services Budget (011404) as follows: increase estimated revenue in Other Agencies (4599) by \$106,327 and increase appropriation in Professional Services (5265) by \$169,352 (4/5ths vote required);
- D) Amend the Fiscal Year 2023-2024 Contingencies Budget (087100) as follows: decrease appropriation in Contingencies (5901) by \$63,025 (4/5ths vote required); and
- E) Provide additional direction to staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In January 2023, Symons, the long-term Emergency Medical Services (EMS) provider for the Exclusive Operating Area (EOA) covering the City of Bishop and surrounding area, gave notice of their intent to terminate their contract effective April 22, 2023. Since that time, Inyo County Health & Human Services (HHS) and Administration have been working in partnership with the City of Bishop to ensure continuity of 911 EMS ambulance service for the greater Bishop area.

While the ultimate goal of Inyo County (and the City of Bishop) is to re-establish exclusivity for an operator in the form of an EOA, doing so requires a significant amount of coordination with, and ultimately approval from, the Inland Counties Emergency Medical Association (ICEMA) and the California State Emergency Medical Services Authority (EMSA). This also takes time - often 9-18 months - which the County has limited influence or control over.

Given the challenge of re-establishing an EOA in the short amount of time available, Inyo County decided to directly contract with an EMS provider to ensure service continuity in the Bishop Operating Area. In support of this, the County released a Request for Proposals (RFP) on March 9, 2023, with the intent of ensuring a provider was in place in the "interim period" between Symons' departure and the re-establishment of the EOA. Several responses were received, and Coast2Coast Public Safety (C2C) was chosen as the successful respondent. The County entered into a contract with them beginning April 23,

2023. At that time, County Code restricted the duration of any such contract to 90 days (this Code Section has since been updated, now allowing the County to contract for up to 18 months), which set the termination date as July 22, 2023.

A week before the July 22, 2023 termination date, C2C announced it could not continue providing EMS services without a subsidy. A C2C representative told the Inyo County Board of Supervisors at its July 18, 2023 meeting that the company was not able to bring in the revenue it had initially anticipated, due to the non-exclusive nature of the Operating Area. Prior to C2C's announcement, the County was prepared to renew the C2C contract through December 2024. However, C2C's announcement also came with the news that it could only continue to operate with some form of financial assurance – effectively \$60,000/mo. – which would cover their operating costs and payroll.

The Inyo County Board of Supervisors discussed the situation at length during its July 18, 2023 – receiving feedback from volunteer fire/ambulance providers, hospital emergency department leadership, and others. Though there was no decision making authority set forth through that agenda item, the Board made it clear that it was important to maintain ambulance service for its constituents.

It was assumed that securing an EMS provider in a short amount of time for an "emergency" contract would require some infusion of money. On July 20, 2023, County staff undertook a contracting process for the "emergency" contract consistent with our purchasing policy requirements. The County received two bids: one from C2C and one from CalOre Life Flight (DBA Sierra Life Flight). While C2C submitted the preferred proposal, the firm ultimately withdrew its bid upon learning of competition for the contract. The County subsequently entered into a 30-day agreement with the other respondent, Sierra Lifeflight, for a cost of \$25,000. This contract covered the term from July 23, 2023 through August 22, 2023. Since that time, the County wrote two separate 30-day extensions (changing the effective end date to October 22, 2023), which provided additional time to work through a parallel RFP process to establish "interim" EMS service contract (from October 23, 2023 - December 31, 2024), during which time work to re-establish the EOA and a long term EMS contract will continue.

On July 20, 2023, the County released an RFP soliciting proposals for the provision of EMS service during the interim period. Upon closure of RFP period on August 7th, the County received two bids, one from CalOre Life Flight (DBA Sierra Life Flight), and the other from Emergency Ambulance Services. After reviewing the proposals and negotiating with respondents, Inyo County and the City of Bishop determined that Sierra Life Flight submitted the favorable proposal for the interim contract.

In summary, Sierra Life Flight's proposal is to operate, for \$21,196/mo., one (1) Advanced Life Support (ALS) ambulance for 911 operations and one (1) Basic Life Support (BLS) ambulance, staffed with a single EMT for airport transfers, Interfacility Transport (IFT), event standby and to provide backup for the 911 Ambulance. Both ambulances can be upgraded as needed for ALS or Specialty Care Transport (SCT). Additionally, they will endeavor to provide one (1) additional EMT or Paramedic in a Quick Response Vehicle (QRV) if staff are available.

The cost associated with this agreement will be split between Inyo County, the City of Bishop, and Bishop Paiute Tribe, with the cost distributed among the agencies based on the percent of population served in each jurisdiction included in the Operating Area. Staff is currently working to finalize a multi-agency Memorandum of Understanding between the cost-sharing parties, which will be brought back for approval at an upcoming meeting.

**FISCAL IMPACT:**

<b>Funding Source</b>	Contingencies and shared costs with City of Bishop and Bishop Paiute Tribe	<b>Budget Unit</b>	011404
<b>Budgeted?</b>	Partially: \$70,000 to cover costs from July 23, 2023 - November 22, 2023. Additional funding for the remainder of FY 23-24 is not currently budgeted.	<b>Object Code</b>	4599 and 5265
<b>Recurrence</b>	Ongoing Expenditure		

**Current Fiscal Year Impact**

To date, Inyo County has expended \$70,000 on maintaining ambulance coverage for the affected areas. Going forward, the monthly cost for this agreement is \$21,196, with a total for the remainder of the Fiscal Year of \$169,352. This cost will be shared as follows: (this accounts for the \$70,000 that the County has already paid, and allows for the City and Tribe to contribute towards that initial expense)

Agency	Population	%	Cost
County of Inyo	7,195	55.58%	\$133,025
City of Bishop	3,831	29.59%	\$70,829
Bishop Paiute Tribe	1,920	14.83%	\$35,498
<b>TOTAL</b>	<b>12,946</b>		<b>\$239,352</b>

**Future Fiscal Year Impacts**

The cost for service from July 1, 2024 - December 31, 2024 is estimated at \$105,845 which would be cost shared at the percentages listed above and budgeted in the Fiscal Year 2024-2025 Budget.

**Additional Information**

A three-party cost-sharing Memorandum of Understanding will be approved as part of this item which distributes the cost based on the methodology provided above.

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not accept the Sierra Life Flight proposal as the winning response to the Request for Proposals (RFP). In doing so, your Board could: select the competing proposal from Emergency Ambulance; re-fly the RFP; or direct staff toward a different approach regarding securing an provider for interim 911 ambulance service.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Health and Human Services; City of Bishop; Bishop Paiute Tribe

**ATTACHMENTS:**

1. Sierra Life Flight Proposal
2. Emergency Ambulance Proposal
3. Inyo-Sierra Life Flight Interim Agreement
4. EMS Cost Share Agreement

**APPROVALS:**

Nate Greenberg	Created/Initiated - 11/1/2023
Darcy Ellis	Approved - 11/1/2023
Anna Scott	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Amy Shepherd	Approved - 11/2/2023
Denelle Carrington	Approved - 11/2/2023
Nate Greenberg	Final Approval - 11/2/2023

**Exhibit 4 - COVER PAGE**

PROPOSER'S NAME (*name of firm, entity, or organization*):

Cal-Ore Life Flight LLC DBA Sierra Lifeflight

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FEDERAL EMPLOYER IDENTIFICATION NUMBER:

68-0222123

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NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Sean Russell, Regional President

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MAILING ADDRESS:

Street Address: 770 Airport Rd

City, State, Zip: Bishop, CA 93514

TELEPHONE NUMBER: 760.872.2201

FAX NUMBER: 760.872.2192

E-MAIL ADDRESS: Sean.Russell@gmr.net

WEBSITE: www.reachair.com

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation     Partnership     Proprietorship     Joint Venture

Other (explain): \_\_\_\_\_

If Corporation, Date Incorporated: May 7th, 1990 State Incorporated: California

States Registered in as foreign incorporation: \_\_\_\_\_

PROPOSER'S SERVICES OR ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

Ground and Air Ambulance to include emergency response and interfacility transportation.

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PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: 

DATE: 08/07/2023

PRINT NAME: Sean Russell

TITLE: Regional President

Cover Letter

August 7, 2023

County of Inyo  
Department of Health and Human Services  
ATTN: Marilyn Mann or Anna Scott  
1360 N. Main St., Ste 101, Bishop, CA 93514  
[Hhs-admin@inyocounty.us](mailto:Hhs-admin@inyocounty.us) | (760) 873-3305

RE: County of Inyo Department of Health and Human Services Request for proposals Interim EMS 9-1-1 Services/Ambulance

To Whom It May Concern:

Cal-Ore Life Flight LLC DBA Sierra Lifeflight is pleased to submit this response to your Request for Proposal (RFP) for Interim EMS 9-1-1 Services/Ambulance for the County of Inyo (County).

Sierra Lifeflight understands quality patient care, program stability and organizational viability are essential for the future success of service delivery. We are familiar with Inyo County and supported by the largest medical transport company in the world, GMR. Combining the strength of resources and industry knowledge with local management and industry acumen, Sierra Lifeflight is well-positioned to meet the needs of the County’s solicitation.

We are pleased to be in the position to step forward and provide this essential public service on an emergency short-term basis. We look forward to working with the County to develop long-term solutions.

I will be your point of contact for any questions or requests for additional information you may have. We look forward to working with you and learning more as you progress through this procurement process.

Sincerely,



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**Sean Russell**  
**Regional President**  
W: 916.921.4000 | C: 707.755.1696  
[Sean.Russell@gmr.net](mailto:Sean.Russell@gmr.net)



## 2. STATEMENT OF EXPERIENCE

Include the following in this section of the proposal:

a. Name of the Proposer and legal entity such as corporation, partnership, etc.

**Name:** Cal-Ore Life Flight LLC DBA Sierra Lifeflight. **Legal Entity:** Corporation

b. Number of years the Proposer has services under the present identity, as well as related prior identities.

Sierra Lifeflight was founded in 1987 by physician Dr. John L. McDonald, Jr. with a vision of providing air ambulance services to Northern California, beginning operations as Redwood Empire Air Care Helicopter. Dr. McDonald was an advocate for emergency medicine, with many career milestones including creating Santa Rosa's first emergency department in 1971 and helping Santa Rosa Memorial earn designation as a trauma center in 2000. Today, the company and its employees are still infused with the guiding principle to *do what is right for each patient, in every situation*.

c. A statement that the Proposer has a demonstrated capacity to perform the required services.

Sierra Lifeflight is a wholly owned subsidiary of Global Medical Response, Inc. With 38,000 employees, Global Medical Response (GMR) was formed by combining the industry leaders in air, ground, and managed medical transportation services and community, industrial/specialty, and wildland fire services. Our size makes us capable of providing continuous, uninterrupted coverage and the highest quality care at an affordable price point. We can leverage this scope to provide the County with the reliable transportation services you seek. We are the largest medical transport company in the world, focusing on intimate and high-service solutions at a local level. We have support from our full family of companies, including American Medical Response, the primary FEMA contractor.

The quality and scope of Sierra Lifeflight's clinical care is second to none. Sierra Lifeflight employs only the most experienced clinicians to staff our air medical assets. Our training program is the most comprehensive in the state, and our ongoing clinical competency requirements ensure the consistency of the care we provide.

We are able to propose innovations and differentiators because of our extensive resources and proven practices learned through decades of similar service. GMR provides critical care air and ground transport service to communities throughout Nevada, Colorado, California, Oregon, Montana, and Texas. We have provided safe transports for nearly 30 years and have successfully transported more than 100,000 patients. Setting the standard of excellence high, we have been accredited by the Commission on Accreditation of Medical Transport Services ("CAMTS") for decades.

### 3. REFERENCES

Provide three (3) references with direct knowledge and credentials to provide opinion of Proposer’s abilities to provide services as required under the terms of this RFP. Provide Contact Name, Address, Phone Number, and copy of documented credentials.

#### *1. Bishop Police Chief*

<b>Contact Name</b>	Nate Derr, Chief of Police
<b>Address</b>	207 W. Line St. Bishop, CA 93514
<b>Phone Number</b>	760.724.1407

#### *2. Northern Inyo Healthcare District*

<b>Contact Name</b>	Alison Partridge, Chief Nursing Officer / Chief Operations Officer
<b>Address</b>	150 Pioneer Ln, Bishop, CA 93514
<b>Phone Number</b>	562.922.3305

#### *3. Longmont Fire Department*

<b>Contact Name</b>	Dan Higgins, Fire Chief
<b>Address</b>	225 Kimbark Street, Longmont, Colorado 80501
<b>Phone Number</b>	Office: 303.651.8830   Mobile: 303.827.8381



## DOCUMENTED CREDENTIALS

Given the development time frame for this proposal, we were not able to obtain formal letters from our references, however we have made those requests and we are happy to provide them upon notification of award. Please see the following website screenshots and links as evidence of our references' credentials.

### NATE DERR, CHIEF OF POLICE (BISHOP, CA)

Link: [City of Bishop, California](#)

**POLICE DEPARTMENT – (760) 873-5866 / EMERGENCY DIAL 911**

**Bishop PD Tip Line:** (760) 873-5866

**Department Email:** bishoppd@bishoppd.org

**Location:**

207 West Line Street

Bishop, California 93514

**Fax:** (760) 872-3485

**Police Chief:** Nathaniel Derr - (760) 873-5823

**Police Lieutenant:** Josh Ellsworth – (760) 873-5823 x202

**Police Records Clerk:** Victoria Toy – (760) 873-5823 x204

### ALISON PARTRIDGE, CHIEF NURSING OFFICER / CHIEF OPERATIONS OFFICER (NORTHERN INYO HEALTHCARE DISTRICT)

Link: [District Administration | Hospital Bishop CA \(nih.org\)](#)



**Allison Partridge, MSN RN**

Chief Nursing Officer & Int.

Chief Operations Officer

Office: (760) 873-2139

## DAN HIGGINS, FIRE CHIEF (LONGMONT FIRE DEPARTMENT)

Links: [Organizational Chart | City of Longmont, Colorado \(longmontcolorado.gov\)](#)

[Fire Services Division | City of Longmont, Colorado \(longmontcolorado.gov\)](#)

### Division Command Staff:

- Fire Services, Dan Higgins – [email](#) or by phone at 303-651-8830 (non-emergency)
- Police Services, Jeff Satur - [email](#) or by phone at 303-651-8519 (non-emergency)
- Collaborative Services, James Brown – [email](#) or by phone at 303-774-3699 (non-emergency)

## 4. PROPOSAL DESCRIPTION

Provide a detailed description of the proposal being made.

a. The proposal should address, but not be limited to, all terms in Section IV – Scope of Work.

### *IV. SCOPE OF WORK*

#### **A. BACKGROUND**

Inyo County, situated on the eastern side of the Sierra Nevada range, encompasses 10,226.98 square miles of California. It is the site of both the highest point in the Continental US (Mount Whitney) and the lowest point (Death Valley). It has a population of 18,970 (2021 US Census estimate) residents and a significant visitor population which travel to and through Inyo County utilizing US Highway 395, US Highway 6, and State Highway 190 through Death Valley National Park.

Emergency medical services are provided throughout the majority of the county by volunteer emergency medical responders who are associated with local fire departments. The Bishop community and surrounding area, which has operated historically as an exclusive operating area, and more recently without exclusivity, has been served by private ambulance companies procured through RFPs to provide 9-1-1 Emergency Ambulance service. The current contract is an interim contract that expires August 23, 2023, and provides coverage of the defined area without exclusivity. The Agencies are seeking a provider to continue coverage of 9-1-1 Emergency Ambulance services in the operating area, which will remain without exclusivity until the procurement process coordinated by ICEMA and the County, with approval from the state's Emergency Medical Services Authority (EMSA), is completed and the exclusive operating area is re-established.

The area has limited alternatives for emergency medical response. The Bishop Volunteer Fire Department has the capacity to provide limited emergency medical service response support but is not able to meet the volume of calls for service in the area, which is approximately 1500 calls per year. Historically, those calls resulting in BLS/ALS transports have a payor mix that is predominantly Medicare and/or Medi-Cal. The most recent 90-day snapshot of payor mix reflects approximately 50 percent Medicare primary with/without secondary, 20-25% Medi-Cal, 11 percent private, and the remainder private pay or other. This RFP is seeking a proposal that demonstrates the ability to provide BLS and/or ALS level emergency medical response, as well as ambulance services to meet the full volume of service calls for the defined area while the procurement for these services and the reestablishment of the exclusive operating area is conducted.

Sierra Lifeflight has read, understands, and agrees to the above terms and requirements.

## B. SPECIFIC REQUIREMENTS

1. Provide emergency medical response to all emergency medical calls within the operating area at a minimum basic life support (BLS) level or greater in a condition or situation in which an individual has a need for immediate medical attention and when the provision of service is within the scope of certification.

Sierra Lifeflight has read, understands, and agrees to the above terms and requirements.

2. Provide ground transport by ambulance at BLS level or greater as certified.

Sierra Lifeflight has read, understands, and agrees to the above terms and requirements.

3. Meet standards to provide emergency medical services and ambulance transport for the operating area as certified by ICEMA.

Sierra Lifeflight has read, understands, and agrees to the above terms and requirements. We have provided our ICEMA certification as Attachment 2.

b. The proposal should include the following:

1) A brief synopsis of the Proposer's understanding of the operating area and its citizen's needs and how the Proposer plans to meet these.

As you may know, Cal-Ore Life Flight LLC DBA Sierra Lifeflight, has been operating in the area for a number of years. We currently provide fixed-wing air medical services and ground ambulances services for inter-facility transports and the linking of patient flow for our air medical services. Sierra Lifeflight plans to use our familiarity with the region to effectively address any potential challenges. Our prior experience locally and nationally allows us to efficiently deploy resources and effectively communicate with first responders and emergency services personnel. With established relationships in the community, our solutions can quickly adapt to meet the specific needs of the County, allowing us to provide optimal care to the citizens of Inyo County.

2) A concise statement of the services proposed.

Sierra Lifeflight will provide one (1) Advanced Life Support (ALS) Ambulance staffed with one (1) paramedic and one EMT. We will also provide one (1) Basic Life Support (BLS) Ambulance staffed with one EMT for airport transfers. We will **endeavor** to provide one (1) additional EMT or Paramedic in a Quick Response Vehicle (QRV) if staff are available. Standby events will be subject to staff availability.

3) A plan that reflects provider's ability to sustain services at the proposed level(s) of care and indicates capacity to operate using the area's payor mix over the term of the contract, including subsequent renewals.

Our organization deploys several comprehensive strategies to ensure peak operational performance, including but not limited to:

- Schedule types and start times that mitigate crew fatigue
- Robust operational policy and procedure
- Cross-departmental and organizational coordination, collaboration and deconfliction
- Prospective and retrospective analysis of operational key performance indicators

Key performance indicators and quality management include in-service and response performance, patient safety and clinical excellence, robust clinical CQI and unusual occurrence and sentinel event review to support our Safety Management Systems.

4) Any proposed alternative delivery system(s), innovation that improves levels of prehospital care, performance times, etc.

## *Clinical Benchmarking*

Sierra Lifeflight's clinical benchmarking process allows for identification of issues at the individual level, but also lets us look at our overall service to all of our patients. Our tools record our successes, but also keep track of "missed" KPIs, such as the failure to arrive promptly on scene. This lets us view and learn from both our successes and our mistakes. Our process is designed to provide immediate notification of any sentinel event to our clinical and operational leadership, allowing Sierra Lifeflight and our customers to isolate and analyze select trends for any KPI, for any period of time. Once recognized, analysis of both positive and negative trends helps identify best practices as well as areas in need of improvement.

## *Continuing Education*

Our Medical Directors and Clinical Leadership Team utilize a comprehensive quality management system to identify organizational and clinician specific training needs. Education and training are facilitated via traditional classroom didactic, self-guided study, hands on practical skills, online education programs, peer to peer mentoring, CQI program, patient case studies and other modalities.

## *Scenario-based Learning*

The Sierra Lifeflight Clinical Leadership Team also works together to develop complex patient case studies with advanced objectives for critical care and transport considerations. These comprehensive case studies are utilized to present advanced clinical and operational objectives for multiple specialties, including Pre-hospital, Adult ICU, Adult ER, ED, PICU, Pediatric ER, NICU, and high-risk OB topics. Clinical crew members receive the scenario-based ongoing education that is facilitated by Sierra Lifeflight Medical Directors and Clinical Managers by using state of the art high-fidelity human patient care simulators. This educational approach engages and challenges the clinical team members, facilitates critical thinking, builds camaraderie and prepares them to provide high-quality patient care in complex situations.

5) Describe capacity to provide Second-Out redundancies.

Sierra Lifelight’s plan will be to operate one (1) Advanced Life Support (ALS) ambulance for our 911 operations and one (1) Basic Life Support (BLS) ambulance, Staffed with a single EMT for airport transfers, Interfacility Transport (IFT), event standby and to provide backup for the 911 Ambulance. Both ambulances can be upgraded as needed for ALS or Specialty Care Transport (SCT). We will **endeavor** to provide one (1) additional EMT or Paramedic in a Quick Response Vehicle (QRV) if staff are available.

6) Describe capacity to provide stand-by coverage at area events

Sierra Lifelight will have one ambulance available for standby functions. This is subject to staffing.

7) A statement indicating when the Proposer expects to be operational following contract execution.

We are currently serving the area under an emergency contract for 30 days. There will be no lapse in service if we are awarded this Contract.

8) Proposed cost plan for service provision, including any requested fees or offsetting cost requests for identified services

Sierra Lifelight is seeking a monthly subsidy for our services under the proposed operational plan. **Sierra Lifelight is able to reduce our overall requested subsidy by utilizing existing facilities and equipment in our Bishop air operations to create synergies that reduce overall costs for ground operations, and ultimately subsidy.**

Subsidy per Month	<b>\$21,169</b>
-------------------	-----------------

c. Revenue and Cost Report for proposed services

Sierra Lifelight - Bishop Ground Schedule C - Revenue and Cost Report		
Timeframe	<u>8/23/23 to</u> <u>12/31/2024</u>	<u>Monthly</u>
Days	496	30
Patient Transports	1,943	118
<b><u>Net Revenue</u></b>		
Fee for Service Revenue	1,012,366	61,232
Subsidy	350,000	21,169
<b>Total Revenue</b>	<b>1,362,366</b>	<b>82,401</b>
<b><u>Operating Expense</u></b>		
Employee wages, benefits and taxes	850,321	51,431
Maintenance, fuel, med supplies, other direct expense	81,851	4,951
Insurance expense	43,556	2,634
Other operating expense	42,660	2,580
Depreciation and amortization	8,649	523
<b>Total Operating Expense</b>	<b>1,027,037</b>	<b>62,119</b>
Overhead, general and administrative, office, and tax	196,793	11,903
<b>Total Expense</b>	<b>1,223,830</b>	<b>74,022</b>
<b>Earnings from Operations</b>	<b>138,536</b>	<b>8,379</b>



## 5. STATEMENT OF QUALIFICATIONS

Include the following in this section of the proposal:

a. Number of years the Proposer has provided similar services under its present, as well as prior provider identities.

### *Sierra Lifeflight*

Sierra Lifeflight has served the communities of Inyo and Mono Counties since 1993, providing emergency air medical services utilizing a medically configured Piper Cheyenne II aircraft. In 2013, the business expanded with the opening of its headquarters in Bishop and the addition of two new fixed wings to its fleet. Sierra Lifeflight was acquired by Air Medical Group Holdings in 2017, and in 2020, it became part of the Global Medical Response family of companies. Over the 30-year history of Sierra Lifeflight, our dedicated crews have safely completed thousands of lifesaving transports and given their time, talent and resources to our communities when they needed it most. In 2015, when the 2,000 residents of Lone Pine, California, were left without access to emergency medical care following the three-month closure of Southern Inyo Hospital, our teams helped serve as a temporary but vital link to emergency medical services by providing air and ground critical care services.

Today, Sierra Lifeflight operates a fleet of two medically configured Pilatus PC-12 aircraft and two fully equipped Basic Life Support and/or Advanced Life Support ambulances from its headquarters in Bishop. Both ground ambulances can quickly convert to transport specialty care patients by adding critical care clinicians from Sierra Lifeflight's staff of specially trained flight nurses and flight paramedics.

b. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform this Contract.

Sierra Lifeflight does not have any commitments or potential commitments that may impact our ability to perform this contract.

## 6. LICENSES, PERMITS AND/OR CERTIFICATIONS

Bidder shall provide certification from ICEMA verifying Bidder's qualification to provide emergency medical and ambulance services in the defined area.

Sierra Lifeflight has provided our ICEMA certification as Attachment 2.



## 7. INSURANCE

Submit evidence of ability to insure as outlined in Exhibit 5.

REACH Medical Holdings, LLC is the direct parent company of Cal-Ore Life Flight LLC. We have provided REACH's Certificate of Insurance as Attachment 3.

## REQUEST FOR CLAUSE

Sierra Lifeflight would like to request the addition of an exit clause to this Contract (**below**). We believe this clause will be beneficial to both Inyo County and Sierra Lifeflight should either party need to exit the agreement.

***“Either party may terminate this Agreement without cause and without penalty with 90 days prior written notice to the other party.”***

# ATTACHMENTS

**Attachment 1** – Exhibit 2

**Attachment 2** – ICEMA Certification

**Attachment 3** – Certificate of Insurance



**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**  
*Serving San Bernardino, Inyo and Mono Counties*  
**1425 SOUTH "D" STREET**  
**SAN BERNARDINO, CA 92415-0060**  
**(909) 388-5823 FAX: (909) 388-5825**

**PROVISION OF MEDICAL CONTROL  
 INFORMATION UPDATE FORM**

**1. PROVIDER INFORMATION**

Name: Cal-Ore Life Flight LLC

Doing Business As: Sierra Lifeflight

Address: 770 Airport Rd Bishop, CA. 93514

Mailing Address: 8880 Cal Center Drive, Suite 125 Sacramento, CA. 95826

Business Phone: 760-872-2201 Fax: 760-872-2192

**2. ADMINISTRATION/STAFFING**

Fire Chief/CEO: Sean Russell E-mail: sean.russell@gmr.net

EMS Coordinator: Michael Patterson E-mail: michael.patterson@gmr.net

Medical Director: Atilla Uner E-mail: atilla.uner@gmr.net

If a corporation, joint venture, partnership or limited partnership, list names of all partners, and/or names of corporate officers, their permanent addresses and their percentage of participation in the business.  Not Applicable

Name	Mailing Address	Position (i.e., Board Member, Partner, President)	% of Participation
Sean Russell	8880 Cal Center Drive, #125 Sacramento, CA. 95826	President	0%*

\*REACH Medical Holdings, LLC owns 100% of Cal-Ore Life Flight LLC

**3. TYPE OF SERVICE, LEVEL OF SERVICE(S), AND NUMBER OF AMBULANCES**

Check the type of service to be provided.

- First Responder
- Ground Ambulance Transport
- Paid Fire Department
- Volunteer Fire Department
- Law Enforcement
- Special Events
- Other

If Other is marked, describe type of service: Quick Response Vehicle as staffing allows.

Check the level of service(s) to be provided and the number of ambulances in each category.

<b>Level of Service</b>	<b># of Units</b>
<input checked="" type="checkbox"/> Advanced Life Support (ALS)	<u>1</u>
<input checked="" type="checkbox"/> Basic Life Support (BLS)	<u>1</u>
<input checked="" type="checkbox"/> Specialty Care Transport (SCT)	<u>0 Upstaff as +</u>

**4. HOURS OF SERVICE**

- 24 hours per day, 365 days per year
- Other

If other, please specify: \_\_\_\_\_

**5. OPERATING AREA(S)/BOUNDARIES**

List the operating area(s) as specified in the EMS Plan. Include exclusive operating area(s).

- Not Applicable

EOA #s: Inyo #1

**6. MUTUAL AID AGREEMENTS**

List the names of ambulance providers the organization has a written Mutual Aid Agreement to provide coverage in times of shortages.

Will Endeavor to establish with:  
All Inyo Fire Departments  
All Mono Fire Departments and Mono EMS.  
Esmerelda County, NV.

**7. LOCATION OF AMBULANCE STATIONS**

List the location of ambulance stations. If additional space is needed, attach a separate page.

Main Station:

Address: 770 Airport Rd Bishop, CA. 93514

Sub-station:

Address: 331 E Line Street Bishop, CA. 93514

Sub-station:

Address: 684 Sundown Cir Bishop, CA. 93514

Sub-station:

Address: 1419 Rocking W Drive Bishop, CA. 93514

Sub-station:

Address: More suitable housing may be found upon award.

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

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Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_







**11. SIGNATURE FOR SUBMISSION**

This form is to be signed and verified by the owner/applicant/officer, or in a partnership, by each partner. In the case of a corporation the signature of an authorized officer and the accompanying corporation seal are required. Add signature page as needed.

---

The above information and statements are true and correct to the best of my knowledge.



\_\_\_\_\_  
Applicant/Owner/Officer Signature

**Sean Russell**

\_\_\_\_\_  
Print Name

**08.04.2023**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant/Owner/Officer Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



## SLF and Personnel Update 2022-2023 Authorization

### Personnel

Name	Title	License Number	Expiration Date
Chuck Spencer	EMT-P	P2119	11/23
Suzanne Sjostrom	RN	95262846	8/23
Breana Hope	EMT-P	P39715	2/25
Kelsey Dedeia	RN	95162360	6/25
Carly Chavers	RN	95168233	7/24
Crista Hunter	RN	95059005	12/24
Heather Mildonian	RN	95067735	11/24
Raymond McGrale	EMT-P	P17548	5/25
Andrea McCartney	RN	639227	8/23
Michael Patterson	EMT-P	P1436	7/25
Lisa Davis	RN	624824	6/25
Denise Morrill	RN	432666	10/23
Sylvia Pavich	RN	416916	10/24
Devon Jeffrey	RN/EMT-P	95233447 / P3705	2/24 / 11/23
Terry Thrasher	A/O	N/A	N/A
Kevin McBride	EMT-P	P0705	12/23
Craig Ethington	EMT-P	P34745	3/25
John Almeida	EMT-P	P1732	7/24
Ariana Wiley	EMT-P	P4033	3/24
Blake Hendrickson	EMT-P	P37612	6/25
Dana Felthouser	EMT-1	E159114	9/24
Royen Rivera	A/O	N/A	N/A
Judd Symons	EMT-P	P07146	8/24
Lorenzo Tovar	EMT-P	P44545	11/24
Andrew Bassett	EMT-P	P44535	11/24
Kaylynn Rickford	EMT-B	E055708	9/25
Colton Riesen	EMT-P	P45506	7/25

Sierra Lifelight  
Michael Patterson EMT-P, FP-C, CMTE  
770 Airport Rd  
Bishop, CA. 93514  
760-872-2202



*Serving San Bernardino, Inyo, and Mono Counties*  
*Daniel Muñoz, Interim EMS Administrator*  
*Reza Vaezazizi, MD, Medical Director*

June 29, 2023

Mike Patterson, Program Director  
Sierra Lifeflight  
PO Box 1177  
Bishop, CA 93514

**RE: EMS AIRCRAFT MEDICAL CONTROL PERMIT**

Dear Mr. Patterson:

Enclosed please find Sierra Lifeflight's EMS Aircraft Medical Control Permit for your files.

If you have any questions, please contact me at (909) 388-5823.

Sincerely,

Daniel Muñoz  
Interim EMS Administrator

DM/yml

Enclosure

c: File Copy

**BOARD OF SUPERVISORS**

**COL. PAUL COOK (RET.)**  
Vice Chairman, First District

**JESSE ARMENDAREZ**  
Second District

**DAWN ROWE**  
Chair, Third District

**CURT HAGMAN**  
Fourth District

**JOE BACA, JR.**  
Fifth District

**Leonard X. Hernandez**  
Chief Executive Officer



## INLAND COUNTIES EMERGENCY MEDICAL AGENCY EMS AIRCRAFT SERVICE MEDICAL CONTROL PERMIT

ISSUED TO REACH Air Medical Services

DOING BUSINESS AS Sierra Lifeflight

LOCATED AT 770 Airport Road, Bishop, CA 93514

Is authorized by the ICEMA Governing Board to operate an EMS Aircraft service in the ICEMA Region from July 1, 2023 through June 30, 2024.

A handwritten signature in blue ink, appearing to read "Daniel Muñoz", is written over a horizontal line.

Daniel Muñoz, Interim EMS Administrator



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/28/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Reach Air Medical Services LLC 6363 Fiddlers Green Circle Suite 1400 Greenwood Village CO 80111 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE Fire Underwriters Insurance Co.		20702
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE American Insurance Company		22667
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570098620471**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC70317370 AOS WLRC70317333 CA, MA	03/31/2023  03/31/2023	03/31/2024  03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT    \$1,000,000 E.L. DISEASE-EA EMPLOYEE    \$1,000,000 E.L. DISEASE-POLICY LIMIT    \$1,000,000

Certificate No : 570098620471

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Evidence of Coverage.

<b>CERTIFICATE HOLDER</b>  Reach Air Medical Services, LLC 6363 S. Fiddlers Green Suite 1400 Greenwood Village CO 80111 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Insurance Managers (USA), Inc.</i>
--	---

LOC #:



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Reach Air Medical Services LLC	
POLICY NUMBER See Certificate Number: 570098620471			
CARRIER See Certificate Number: 570098620471	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		SCFC70317412 WI	03/31/2023	03/31/2024		



2023

# County of Inyo – Request for Proposals for Interim EMS 9-1-1 Services/Ambulance



Submitted by

Emergency Ambulance Service, Inc.

3200 E. Birch St. \* Ste. A \* Brea, CA 92821

8/1/2023

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## **Cover Page**

See “Exhibit 4 – Cover Page” immediately following this page.

**Exhibit 4 - COVER PAGE**

PROPSER'S NAME (*name of firm, entity, or organization*): Emergency Ambulance Service, Inc.

---

---

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 95-3175162

---

NAME AND TITLE OF PROPOSER'S CONTACT PERSON: William T. Weston, CAO

---

MAILING ADDRESS:

Street Address: 3200 E. Birch Street, Suite A

City, State, Zip: Brea, CA 92821-6258

TELEPHONE NUMBER: 714-990-1742

FAX NUMBER: 714-792-3650

E-MAIL ADDRESS: bweston@emergencyambulance.com

WEBSITE: <http://www.emergencyambulance.com>

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation     Partnership     Proprietorship     Joint Venture  
 Other (explain): \_\_\_\_\_

If Corporation, Date Incorporated: 11/2/1977 State Incorporated: CA

States Registered in as foreign incorporation: \_\_\_\_\_

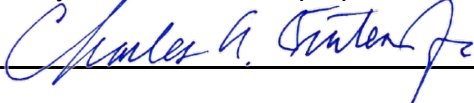
PROPOSER'S SERVICES OR ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

N/A

---

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: 

DATE: August 1, 2023

PRINT NAME: Charles A. Druten, Jr.

TITLE: Chief Operating Officer

August 1, 2023

County of Inyo  
Department of Health and Human Services  
Attn: Marilyn Mann  
1360 N. Main Street, Ste 101  
Bishop, CA 93514

**Email: [hhs-admin@invocounty.us](mailto:hhs-admin@invocounty.us)**

Dear Marilyn Mann and Evaluation Panel Members:

Emergency Ambulance Service, Inc. (“EAS”) is pleased to present our response to your Request for Proposal (“RFP”) for Ground Emergency Medical (Ambulance) Transportation.

EAS has been serving Southern California residents and visitors with professional ambulance services since 1977 and holds the distinction of being the longest serving private 9-1-1 provider in Orange County, with over 45 years of experience providing emergency ambulance transport services for cities and their fire departments.

On behalf of the team at EAS, it is an honor to participate in this process and it would be an even greater honor to be selected to serve the County of Inyo and City of Bishop.

We have thoroughly reviewed all the elements of the RFP and understand them.

**Minimum Proposer Requirements:**

1. EAS has no record of unsatisfactory performance with the Inland Counties Emergency Medical Agency (ICEMA), County of Inyo or the California Emergency Medical Services Agency (EMSA). In addition, EAS is licensed by both the Los Angeles County EMS Agency and the Orange County EMS Agency. We have no record of unsatisfactory performance with either of those local EMS Agencies.
2. EAS is fully accredited to operate within the State of California as an Advanced Life Support (ALS) and Basic Life Support (BLS) emergency ambulance provider. We are fully licensed by the California Highway Patrol (CHP) and are an accredited participating provider in the California Department of Health Care Services Medi-Cal program and Federal Centers for Medicare and Medicaid Services (CMS) programs. Lastly, we are prepared to immediately request an authorization letter from ICEMA and complete the required Medical Control Form.
3. EAS has the ability to maintain adequate files and records and meet all statistical reporting requirements for ICEMA or other agencies.
4. EAS is willing to provide statistical reporting data as requested by agencies.

5. EAS is willing and able to demonstrate the ability to provide Advanced Life Support (ALS) EMS service as described in the Scope of work.
6. EAS has provided three (3) references with direct knowledge and credentials to provide an opinion of our abilities to provide services as required under the terms of this RFP.

Beyond the required elements stated above, we want to provide you with some other information, which we consider relevant to the selection process:

- \* EAS believes that being a community partner is as important as providing the highest quality patient care. Community Involvement at our company means being an active participant in local organizations, attending and often leading community events and aggressively pursuing a local public safety educational campaign. At our company, we realize that a community is not just where we live and do business, but also whom we touch. Ours is a familiar face around Southern California, where we have touched thousands of lives. Many companies provide ambulance service. One of the things that sets EAS apart from them is our Community Involvement. In the areas we serve we participate in special events, charitable causes, and local leadership activities. Our management team members are encouraged to participate in service organizations and to serve on community-oriented boards and commissions. Our relations and community involvement make our bonds stronger and our contribution real.
- \* Patient care is the single most important thing we do. We strive to provide excellent medical service and transportation in a prompt, professional and safe manner using yesterday's values and today's capabilities. Quality patient care is the foundation of our business. We realize that our patients are the only reason we exist, and we feel they deserve no less than the absolute best we must give. We will give them our absolute best if awarded the contract to serve the City of Bishop and Inyo County.

We are confident that we can provide the community of Bishop and the County of Inyo with exceptional Emergency Ambulance and Patient Billing Services. We look forward to your consideration of our proposal as well as any questions you may have regarding any of the material enclosed therein. Please do not hesitate to call us to obtain any desired assistance.

If you have any questions whatsoever, please feel free to contact me at (714) 990-1742.

Sincerely,



Philip E. Davis  
President and CEO  
Emergency Ambulance Service, Inc.

## **Statement of Experience**

- a) Emergency Ambulance Service, Inc. is our legal entity, and we are registered with the State of California, Office of Secretary of State as a California Corporation. Copies of our Statement of Information Corporation, Secretary of State Certificate of Status and California Secretary of State Business Amendment Filing are attached to this proposal.
- b) Emergency Ambulance Service, Inc. began operations under our present identity on 11/2/1977. We provided our first emergency (9-1-1) ambulance transport on 1/28/1978. We have no prior identities.
- c) Emergency Ambulance Service, Inc. has a demonstrated capacity to perform all required services.

For over 45 years, we have worked to create unique and effective partnerships in the communities that we serve. We have done this with an outstanding team of dedicated professionals who have always made the health and safety of the citizens their highest priority. If you choose EAS, you will be calling a company with employees that have a vast amount of experience not only in EMS, but also in business, hospital healthcare, customer service, insurance, quality control, and education. Some of the personnel at EAS have been directly involved in the ambulance industry or a related field for over 50 years.

EAS employs some of the finest paramedics, EMT's, communications dispatchers, clerical workers, support personnel, supervisors, and managers in the area and has invested in their professional growth and development to the direct benefit of the community. We recognize the importance of the people who work for us. Consequently, our company strives to provide employees with a good working environment and opportunities to better themselves and their position.

EAS maintains a national accreditation from the Commission on Accreditation of Ambulance Services (CAAS). CAAS provides a benchmark of excellence for ambulance services. Accreditation by the Commission signifies that an ambulance service has met the "gold standard" determined by the ambulance industry to be essential in a modern emergency medical service's provider. The standards set by CAAS exceed most of those established by state or local regulation and our company feels privileged to be one of approximately two hundred ambulance organizations, both public and private, to have received such an accreditation. Accreditation is important because assures your citizens that our service has met the Commission's high standard for quality patient care. It also assures you that we have undergone scrutiny by an independent review process. You can also rest assured that our company provides quality service in accordance with nationally accepted standards.

A copy of our 2022 Annual Report is included in the Attachments.

## References

Richard Tadeo - Director  
Los Angeles County EMS Agency  
10100 Pioneer Blvd., Suite 200  
Santa Fe Springs, CA 90670  
(562) 378-1610

Tamara McConnell, RN - EMS Administrator, RN  
Orange County EMS Agency  
405 W. Fifth Street, Suite 301A  
Santa Ana, CA 92701  
(714) 834-3500

Carl Schultz, MD - Medical Director  
Orange County EMS Agency  
405 W. Fifth Street, Suite 301A  
Santa Ana, CA 92701  
(714) 834-3500

Adrian Rodriguez, EMS Performance Chief  
Orange County EMS Agency  
405 W. Fifth Street, Suite 301A  
Santa Ana, CA 92701  
(714) 834-3500

## Proposal Description

### *1) Brief synopsis of Proposer's understanding of the operating area:*

EAS understands that this proposal is to provide Advanced Life Support (ALS) ambulance services to Inyo County, including the City of Bishop and surrounding area, which includes the area North of Bishop to the Mono County Line on Hwy 395, South of Bishop to Keough's Road on Hwy 395, East of Bishop to the Mono County line on Hwy 6 and to the end of roads West of Bishop.

EAS understands that through this Request for Proposal, Inyo County, in partnership with the City of Bishop is seeking to find an EMS ambulance service provider who will meet the emergency response and ambulance transport need for this Operating area, which will no longer maintain its exclusivity for the near term.

EAS proposes to fulfill these needs through the operation of an Advanced Life Support (ALS) paramedic ambulance transport system and/ or Basic Life Support ambulance transport that is exclusively dedicated to this defined operating area. It is our understanding that the Agencies are seeking interim service as they continue their work with the Inland Counties Emergency Medical Services (ICEMA) to engage in the longer process necessary to reestablish an Exclusive Operating Area (EOA) and procure bids to provide long-term services.

EAS understands that it is the intent of the Agencies through this RFP, to find an ambulance service interested in providing the Operating Area (OA) with "Interim Ambulance Service and only urgent /9-1-1 calls originating with the Operating Area (OA) are included in the RFP. There are no non-emergency interfacility transports (IFT), long distance transports or Critical Care Transports (CCT) included within the Operating Area, including any non-emergency transports originating from Northern Inyo Healthcare District, Bishop Hospital.

### *2) Concise statement of the services proposed:*

EAS proposes to provide one dedicated and staffed Advanced Life Support (ALS) ambulance for calls originating within the Operating Area, twenty-four (24) hours daily, 7 days per week. At the request of Inyo County and/or the City of Bishop, the one dedicated ALS ambulance can be supplemented with a Basic Life Support (BLS) ambulance, also twenty-four (24) hours daily, 7 days per week.

Both units will be dedicated exclusively to EMS calls for services originating with the Operating Area (OA) and will not be available for non-emergency calls or mutual aid calls originating from outside the Operating Area (OA) without the consent of Inyo County and/or the City of Bishop.

Funding for these ambulances is discussed in the cost plan section of our submission.

**3) *Plan that reflects provider's ability to sustain services:***

As one of the oldest ambulance providers in Southern California, EAS has sustained operational services for the last 46 years. Few ambulance providers in the United States can make this same sustainability claim.

In looking at the data provided in the RFP, coupled with public presentations to both Bishop City Council and Inyo County Board of Supervisors, it is very clear that the Operating Area (OA) cannot be sustained only through transport revenue. A very experienced local ambulance operator, Symons Ambulance, and an inexperienced new company, both recently failed to maintain operations. Simply put, the Operating Area (OA) doesn't have enough ambulance transport volume and favorable patient payor mix to sustain operations without a provided subsidy. This was even true when the area held an Exclusive Operating Area (EOA) designation and funneled all area ground ambulance transports to the single contracted provider.

The current estimate is only approximately 10% of the transported patients have some type of private, commercial insurance. The remaining 90% of the transported patients only have Medicare or Medi-Cal insurance that historically reimburse providers less than their cost of providing services or they have no means to pay for the necessary service.

In review of the data provided by the Local EMS Agency, ICEMA, between April 23, 2023, and July 23, 2023, there were 407 reported EMS calls for service in the Operating Area (OA), or an average of 4.42 response daily, but these statics also included mutual aid calls from outside the OA. In looking further at the data, we found 18 days that only had one or two ambulance responses, but we also found 8 days that had between 8 to 10 calls for service. Possible explanations for the wide swing in calls could be attributed to weather, special events or we suspect the prior contractor assigned themselves to a variety of non-EMS calls.

The bottom line, the City of Bishop has a reported permanent population of approximately 3,900 residents and the Bishop area population is closer to 10,000. Our experience is this size of a population does not produce this many reported calls for service, so we need to recognize the limiting factor of the estimated response data.

With these limiting factors, coupled with the fact that both recent providers resigned citing a lack of available funding to sustain their services, EAS is proposing a program of "Shared Risk", between the County of Inyo, City of Bishop, and Emergency Ambulance Service. Details of the shared risk options are provided in the cost plan section of our submission.

**4) *Proposed alternative delivery system(s):***

EAS believes that the cost of ambulance service to the Operational Area (OA) can be recovered partially or in full, by having the Northern Inyo HealthCare District or Bishop Fire Department / Bishop Rural Fire Protection District bill and collect for the provided services. EAS would document all transport services provided, using standards established by ICEMA and then transmit that patient care documentation to the appropriate agency. Both agencies are eligible to



bill for provided ALS ambulance services and receive transport reimbursements direct from Medicare, Medi-Cal, and private insurance carriers.

What makes this design even more beneficial is that both the Northern Inyo Health Care District and/or Bishop Fire Department are eligible for enhanced revenues through the “Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program.” This program substantially increases Medi-Cal payments to organizations providing emergency medical transports to Medi-Cal beneficiaries by a state, city, county, fire protection district, community services district, health care district or a federally recognized Indian Tribe. This substantial increased Medi-Cal reimbursement is not available to private ambulance companies.

Additional details regarding eligibility are explained in California Assembly Bill 1705, Section 14105.945.

In enacting AB 1705, the California Legislature sought to ensure that all public ambulance providers serving Medi-Cal beneficiaries receive sufficient reimbursement. Per transport, the total reimbursement under this new program is expected to be higher than what was received historically directly from Medi-Cal.

With the EAS plan, the County of Inyo and City of Bishop will finally have the “Command and Control” over their community ambulance resources. ALS ambulance unit hours can be added or subtracted, based on County or City input. ALS ambulances will be dedicated exclusively to the area’s 9-1-1 system and not utilized for other reasons, without the County or City approval. Ambulance crews will be stationed in your community, 24-hours daily and dispatched by the Bishop Fire Department.

With the higher-than-expected estimated response data, EAS further proposes to seek the permission of the Local EMS Agency (ICEMA) to implement a technological solution to reducing unnecessary ambulance transport of patients not requiring hospital services.

One such company that our EAS paramedics have utilized while supporting the Kern County EMS system is “Tele911”. Tele911 allows the seamless interface between paramedic / EMT field responders and their patients with board-certified physicians to dramatically reduce the strain on EMS resources and enable the safe and efficient field assessment, triage, and distribution on non-emergency patients, which is a major strain on many local EMS systems.

Using the Tele911 system, EMTs or paramedics arrive on scene of an EMS call, perform their systematic patient assessment, collect vital signs, and begin their usual documentation. If their assessment reveals that the patient is stable per the Tele911 provided EMS Agency approved medical screening criteria, field providers establish a link to a Tele911 emergency physician using an app on an agency device, such as an iPad. The Emergency Physician sees the CAD data and the data input on the field ePCR on their computer screen before the engage the patient.

The Tele911 physician then performs a focused visual / audible evaluation of the patient via a Tele911 telehealth visit and quickly determines the safe disposition of the patient, usually in under five minutes.

Virtual assessment by the physician opens several new, safe options for patient dispositions. If treatment-in-place is appropriate, field resources are quickly released and go available on scene, decreasing future response times to calls. If the patient does require transport but does not require the services of a hospital emergency department, the physician may recommend the patient be transported to an alternative destination, which may include an in-network urgent care clinic, a mental health facility or a sobering center.

In the traditional EMS model, non-transportations are extremely risky and constitute a source of litigation. However, with this new model, the decision not to transport or to transport to a non-traditional ED facility, is made by a board-certified Emergency Physician, and that Physician help coordinate follow-up appointments for patient through their participating health plan. The Tele911 physician also sends the patient appropriate aftercare instructions electronically and sends any necessary prescriptions to the patient's pharmacy.

Finally, a Tele911 physician will contact patients who are treated in place within 24-hours of the initial 9-1-1 call to make sure they are doing well, have received their prescriptions and answer any questions they may have. If the physician determines the patient requires further treatment, the doctors will arrange for transportation to the appropriate medical setting.

***5) Describe capacity to provide second-out redundancy:***

The second-out redundancy capacity will be determined by the County of Inyo and/or City of Bishop, depending on the cost plan they select. EAS is offering either a single ALS staffed ambulance deployment strategy, or an ALS staffed ambulance, supplemented by a BLS staffed unit.

***6) Capacity to provide stand-by coverage at area events:***

Similar to second-out redundancy, stand-by coverage capacity shall be determined by the County of Inyo and /or City of Bishop depending on the cost plan selected.

***7) Expected Operational date:***

EAS believes with sufficient notice from Inyo County, we can be operational by August 24, 2023.

**8) Proposed cost plan:**

EAS has outlined below, three (3) different cost plans for the County of Inyo and City of Bishop to consider.

**Option One** – In Option One, all transport revenue for patient billings is owned by the County of Inyo and/or City of Bishop Fire Department.

EAS believes that the cost of ambulance service to the Operational Area (OA) can be recovered partially or in full, by having the Northern Inyo HealthCare District or Bishop Fire Department / Bishop Rural Fire Protection District bill and collect for the provided services. EAS would document all transport services provided, using standards established by ICEMA and then transmit that patient care documentation to the appropriate agency. Both agencies are eligible to bill for provided ALS ambulance services and receive transport reimbursements direct from Medicare, Medi-Cal, and private insurance carriers.

What makes this design even more beneficial is that both the Northern Inyo HealthCare District and/or Bishop Fire Department are eligible for enhanced revenues through the “Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program.” This program substantially increases Medi-Cal payments to organizations providing emergency medical transports to Medi-Cal beneficiaries by a state, city, county, fire protection district, community services district, health care district or a federally recognized Indian Tribe. This substantial increased Medi-Cal reimbursement is not available to private ambulance companies.

EAS estimates this type of program would “net” the County of Inyo and/or City of Bishop approximately **\$840,000** in annual fees to help off-set the weekly charge of **\$26,162** for a full-time dedicated ALS unit (24/7). **Annualized the cost is \$1,360,448 or \$155 per unit hour.** This is more than a 40% discount from the new contract just signed by the City of San Diego, Falck Mobile Health, and American Medical Response (AMR).

If the County of Inyo and/or City of Bishop wants a full-time dedicated ALS unit with a secondary full-time dedicated BLS unit, the weekly charge will be **\$39,497**.

**Option Two** – In Option Two, all transport revenue is owned by Emergency Ambulance Service and used to supplement the cost of a dedicated full-time (24/7) ALS unit. EAS has prepared our estimate of revenue using the payor mix and call data supplied in this RFP and information provided to both the County of Inyo Board of Supervisors and Bishop City Council.

Our conservative revenue estimate is that the “Operational Area” will produce approximately **\$650,340** in annual net collections, reducing the required weekly subsidy to **\$13,656**.

**Option Three**– In Option Three, all transport revenue is also owned by Emergency Ambulance Service and used to supplement the cost of a dedicated full-time (24/7) ALS and BLS unit. EAS

has prepared our estimate of revenue using the payor mix and call data supplied in this RFP and information provided to both the County of Inyo Board of Supervisors and Bishop City Council.

Our conservative revenue estimate is that the “Operational Area” will produce approximately **\$650,340** in annual net collections, reducing the required weekly subsidy to **\$26,990**. This subsidy is considerably higher than Option Two since it provides 2 dedicated full-time ambulances to the Operational Area (OA) and the estimated annual revenue estimate is one hundred percent (100%) applied to the ALS unit, leaving no projected revenue to off-set the BLS unit.

Copies of EAS revenue projections and operational budgets are included as Attachments.

*Note – All revenue projections are inclusive of ambulance transports originating within the Operational Area and do not include any revenue projections from ground ambulance transports originating at the local hospital, mutual aid calls, CCT calls or out of state long-distance transports.*

## Statement of Qualifications

- a) EAS has provided emergency ambulance (9-1-1) services in the State of California for the last 45 years and is licensed by the California Highway Patrol and both the Orange County and Los Angeles County EMS Agencies.
- b) EAS does not have any commitments or potential commitments that may impact on our ability to fulfil this contract.

## Licenses, Permits and/or Certifications

EAS has the willingness and ability to supply within 30 days of conditional contract award any license, permit, or certification necessary to provide emergency medical and ambulances service in the defined area.

Please note: Our company currently has all necessary credentials for provision of emergency advanced and basic life support ambulance services and associated medical billing in the State of California, as well as a CAAS Accreditation. Applicable licenses and other credentials include but are not limited to:

- CAAS Accreditation
- CHP License #23971
- Medi-Cal Approval – Provider #ZZZ785867
- Medicare Approval – Provider #ZA314
- National Provider Identifier (NPI) #1376508366

## **Insurance**

EAS has submitted a current Certificate of Insurance with our proposal.

Please see Attachments.

## **Attachments**

Provider Information – Attachment A



EXHIBIT 2



INLAND COUNTIES EMERGENCY MEDICAL AGENCY
Serving San Bernardino, Inyo and Mono Counties
1425 SOUTH "D" STREET
SAN BERNARDINO, CA 92415-0060
(909) 388-5823 FAX: (909) 388-5825

PROVISION OF MEDICAL CONTROL
INFORMATION UPDATE FORM

1. PROVIDER INFORMATION

Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. ADMINISTRATION/STAFFING

Fire Chief/CEO: \_\_\_\_\_ E-mail: \_\_\_\_\_

EMS Coordinator: \_\_\_\_\_ E-mail: \_\_\_\_\_

Medical Director: \_\_\_\_\_ E-mail: \_\_\_\_\_

If a corporation, joint venture, partnership or limited partnership, list names of all partners, and/or names of corporate officers, their permanent addresses and their percentage of participation in the business. [ ] Not Applicable

Table with 4 columns: Name, Mailing Address, Position (i.e., Board Member, Partner, President), % of Participation. The table contains 10 empty rows for data entry.

**3. TYPE OF SERVICE, LEVEL OF SERVICE(S), AND NUMBER OF AMBULANCES**

Check the type of service to be provided.

- First Responder
- Ground Ambulance Transport
- Paid Fire Department
- Volunteer Fire Department
- Law Enforcement
- Special Events
- Other

If Other is marked, describe type of service: \_\_\_\_\_

Check the level of service(s) to be provided and the number of ambulances in each category.

<b>Level of Service</b>	<b># of Units</b>
<input type="checkbox"/> Advanced Life Support (ALS)	_____
<input type="checkbox"/> Basic Life Support (BLS)	_____
<input type="checkbox"/> Specialty Care Transport (SCT)	_____

**4. HOURS OF SERVICE**

- 24 hours per day, 365 days per year
- Other

If other, please specify: \_\_\_\_\_

**5. OPERATING AREA(S)/BOUNDARIES**

List the operating area(s) as specified in the EMS Plan. Include exclusive operating area(s).

- Not Applicable

EOA #s: \_\_\_\_\_

**6. MUTUAL AID AGREEMENTS**

List the names of ambulance providers the organization has a written Mutual Aid Agreement to provide coverage in times of shortages.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. LOCATION OF AMBULANCE STATIONS**

List the location of ambulance stations. If additional space is needed, attach a separate page.

Main Station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

Sub-station:

Address: \_\_\_\_\_

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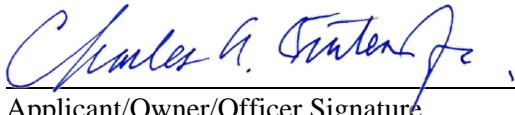


**11. SIGNATURE FOR SUBMISSION**

This form is to be signed and verified by the owner/applicant/officer, or in a partnership, by each partner. In the case of a corporation the signature of an authorized officer and the accompanying corporation seal are required. Add signature page as needed.

---

The above information and statements are true and correct to the best of my knowledge.



Applicant/Owner/Officer Signature

Applicant/Owner/Officer Signature

Print Name

Print Name

Date


















Date

Personnel/Number of Employees – List of employees/volunteers and the expiration date of their certification, accreditation, or license.








All EMT Certificate Certifications On Record in Cost Center 00000001

Employee	Emp. ID	Cost Center	Certification	View	Number	Effective	Expires	Days To Exp.	Notes
Admire, Andrew C	548		1 EMT Certificate		E175669	7/27/2022	7/31/2024	366	
Alarcon, Carlos D	551		1 EMT Certificate		E146133	4/1/2023	3/31/2025	609	
Basehart, Garrett R	572		1 EMT Certificate		E171962	2/23/2022	2/29/2024	213	
Beckwith, Rachel L	577		1 EMT Certificate		E167642	8/24/2021	8/31/2023	31	
Bedolla, Christian	621		1 EMT Certificate		E174367	6/14/2022	6/30/2024	335	
Belk, Andrew J	532		1 EMT Certificate		E167428	8/17/2021	8/31/2023	31	
Berumen, Jesse	476		1 EMT Certificate		E166373	8/1/2023	7/31/2025	731	
Bobo, Eric R	597		1 EMT Certificate		E147540	8/4/2021	8/31/2023	31	
Brehm, Cole	620		1 EMT Certificate		E149820	8/1/2021	8/31/2023	31	
Calandrino, Michael K	547		1 EMT Certificate		E079073	9/20/2021	9/30/2023	61	
Corzano, Savinalucia A	616		1 EMT Certificate		E152619	12/1/2021	11/30/2023	122	
Delgado, Bryan D	603		1 EMT Certificate		E167123	8/5/2021	8/31/2023	31	
Dietz, Robert G	582		1 EMT Certificate		E179216	12/22/2022	12/31/2024	519	
DiMaio, Nicholas J	534		1 EMT Certificate		E174378	6/14/2022	6/30/2024	335	
Dunn, Jason M	541		1 EMT Certificate		E157436	8/1/2022	7/31/2024	366	
Dupree, John F	592		1 EMT Certificate		E175691	7/28/2022	7/31/2024	366	
Estrada, Andrew	584		1 EMT Certificate		E153083	1/1/2022	12/31/2023	153	
Fagan, Alan J	556		1 EMT Certificate		E160234	12/1/2022	11/30/2024	488	
Farris, Karter J	613		1 EMT Certificate		E152965	2/1/2022	2/29/2024	213	
Fillon, Cody	610		1 EMT Certificate		E161542	2/1/2023	1/31/2025	550	
Freck, Konner M	581		1 EMT Certificate		E179825	1/13/2023	1/31/2025	550	
Galvan, Aaron	573		1 EMT Certificate		E157392	8/1/2022	7/31/2024	366	
Garza, Craig S	424		1 EMT Certificate		E142340	10/1/2022	9/30/2024	427	
Garza, Michael J	502		1 EMT Certificate		E168314	9/15/2021	9/30/2023	61	
Gizer, Justan O	596		1 EMT Certificate		E170179	12/16/2021	12/31/2023	153	
Gomez, Isaac A	617		1 EMT Certificate		E174461	6/16/2022	6/30/2024	335	
Gomez, Mitchell D	430		1 EMT Certificate		E159856	11/1/2022	10/31/2024	458	
Guadarrama, Guillermo	612		1 EMT Certificate		E177442	9/29/2022	9/30/2024	427	
Gudino, Javier	618		1 EMT Certificate		E183750	6/9/2023	6/30/2025	700	
Guest, Dean W	75		1 EMT Certificate		E065144	10/31/2022	10/31/2024	458	
Hildebrand, Tanner R	535		1 EMT Certificate		E169122	10/19/2021	10/31/2023	92	
Hill, Zachary A	566		1 EMT Certificate		E105293	4/1/2022	3/31/2024	244	
Iligan, Brandon	585		1 EMT Certificate		E172394	3/15/2022	3/31/2024	244	
Ishihara , Alexandria E	477		1 EMT Certificate		E119756	6/1/2023	5/31/2025	670	
Kayl, Chase B	440		1 EMT Certificate		E161166	1/1/2023	12/31/2024	519	
Lugo, Christopher M	525		1 EMT Certificate		E169299	10/27/2021	10/31/2023	92	
Martinez, Karime A	380		1 EMT Certificate		E148161	7/1/2023	6/30/2025	700	
Martinez, Nathaniel X	579		1 EMT Certificate		E175374	7/15/2022	7/31/2024	366	
Matthews, Craig	607		1 EMT Certificate		E128743	4/1/2023	3/31/2025	609	
Mendoza, Dominic A	560		1 EMT Certificate		E160161	11/1/2022	10/31/2024	458	
Meza, Manuel A	575		1 EMT Certificate		E179174	12/21/2022	12/31/2024	519	
Michaelis, Ethan	590		1 EMT Certificate		E150138	9/1/2021	8/31/2023	31	
Millan, Yaritza	599		1 EMT Certificate		E170771	1/11/2022	1/31/2024	184	
Moreau, Robert P	587		1 EMT Certificate		E180667	2/8/2023	2/28/2025	578	
Moreno, Jade I	545		1 EMT Certificate		E165609	7/1/2023	6/30/2025	700	
Mosqueda, Steven E	463		1 EMT Certificate		E151788	11/1/2021	10/31/2023	92	
Mullion, Timothy I	390		1 EMT Certificate		E150325	9/1/2021	8/31/2023	31	
Natale, Michael A	611		1 EMT Certificate		E181652	3/22/2023	3/31/2025	609	
Navarrete, Austin M	619		1 EMT Certificate		E182217	4/14/2023	4/30/2025	639	
Nguyen, Dylan T	448		1 EMT Certificate		E131638	8/4/2021	8/31/2023	31	
Nguyen, Kendrick	580		1 EMT Certificate		E178776	12/2/2022	12/31/2024	519	
Nunez, Michael A	524		1 EMT Certificate		E168035	9/7/2021	9/30/2023	61	
O'Malley, Michael J	609		1 EMT Certificate		E157405	8/1/2022	7/31/2024	366	
Orozco, Michael R	571		1 EMT Certificate		E172054	2/28/2022	2/29/2024	213	
Parsons, Michael C	461		1 EMT Certificate		E133581	4/1/2022	3/31/2024	244	
Peniche, Andres E	554		1 EMT Certificate		E165060	6/1/2023	5/31/2025	670	
Perry, Anthony L	530		1 EMT Certificate		E127297	3/1/2023	2/28/2025	578	
Rivas, Joshua F	512		1 EMT Certificate		E167003	8/3/2021	8/31/2023	31	
Roberto, Bryce D	557		1 EMT Certificate		E168225	9/13/2021	9/30/2023	61	
Salmeron, Michael A	604		1 EMT Certificate		E165498	7/1/2023	6/30/2025	700	



Sandoval, Luis E	559	1 EMT Certificate		E130394	6/1/2023	5/31/2025	670
Saunders, Adrian J	606	1 EMT Certificate		E179313	12/28/2022	12/31/2024	519
Sifuentes, David A	92	1 EMT Certificate		E019451	4/1/2022	3/31/2024	244
Simpson, Bailey J	593	1 EMT Certificate		E163313	4/17/2023	4/30/2025	639
Sims, Ryan D	602	1 EMT Certificate		E178138	10/28/2022	10/31/2024	458
Stark, Adam P	601	1 EMT Certificate		E179091	12/19/2022	12/31/2024	519
Strangman, Bryce J	615	1 EMT Certificate		E173634	5/10/2022	5/31/2024	305
Tabares, Garrett P	576	1 EMT Certificate		E171959	2/23/2022	2/29/2024	213
Tafua, Ezra V	605	1 EMT Certificate		E173759	5/18/2022	5/31/2024	305
Thaller, David J	583	1 EMT Certificate		E084202	3/3/2023	3/31/2025	609
Thompson, Ryan S	485	1 EMT Certificate		E161690	2/1/2023	1/31/2025	550
Udell, Joshua J	614	1 EMT Certificate		E177579	10/5/2022	10/31/2024	458
Valle, Timothy A	454	1 EMT Certificate		E163809	5/1/2023	5/31/2025	670
Vanzuilen, Michael J	595	1 EMT Certificate		E160047	11/1/2022	10/31/2024	458
Vargas, Joseph A	397	1 EMT Certificate		E151272	10/1/2021	9/30/2023	61
Waldschmidt, Daniel R	591	1 EMT Certificate		E180321	1/27/2023	1/31/2025	550
Zamora, Andrew M	427	1 EMT Certificate		E154548	3/1/2022	2/29/2024	213

All Paramedic License Certifications On Record in Cost Center 00000001

Employee	Emp. ID	Cost Center	Certification	View	Number	Effective	Expires	Days To Exp.	Notes
Aubrey, Amajesty M	561	1	Paramedic License		P41256	4/1/2022	3/31/2024	244	
Jessome, Joseph	589	1	Paramedic License		P44578	12/7/2022	12/31/2024	519	
Mondragon, Martiniano	540	1	Paramedic License		P30195	10/1/2021	9/30/2023	61	
Petrosyan, Sevak B	586	1	Paramedic License		P44732	1/24/2023	1/31/2025	550	
Ramirez, Cayetano A	565	1	Paramedic License		P43933	6/27/2022	6/30/2024	335	
Richardson, Bradley T	594	1	Paramedic License		P42969	10/7/2021	10/31/2023	92	
Swarr, Ian M	574	1	Paramedic License		P42600	7/1/2023	6/30/2025	700	



Certificates of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cindy Elbert Insurance Services Inc 15182 North 75th Ave, Ste 100 Peoria, AZ 85381	CONTACT NAME PHONE (A/C, No, Ext) 602-942-3900 FAX (A/C, No) 602-942-4300 E-MAIL ADDRESS info@AmbulanceInsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A National Interstate Ins. Co. NAIC # 32620 INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED Emergency Ambulance Service Inc 3200 E. Birch St. Ste A Brea, CA 92821-6258	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLA MS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LPK0001107-08	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H RED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			AAL0000009-08	8/27/2022	8/27/2023	COMB NED S NGL E LIMIT (Ea accident) \$ 1,000,000 BOD LY NJURY (Per person) \$ BOD LY NJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLA MS-MADE DED RETENTION \$			AMX0000001-08	8/27/2022	8/27/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY L MIT \$
A	Professional Liability			LPL0000009-08	8/27/2022	8/27/2023	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER  	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cindy Elbert</i>

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cindy Elbert Insurance Services Inc 15182 North 75th Ave, Ste 100 Peoria, AZ 85381	<b>CONTACT NAME</b> _____
	<b>PHONE (A/C, No, Ext)</b> 602-942-3900 <b>FAX (A/C, No)</b> 602-942-4300 <b>E-MAIL ADDRESS</b> info@AmbulanceInsurance.com
<b>INSURED</b> Emergency Ambulance Service Inc 3200 E. Birch St. Ste A Brea, CA 92821-6258	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A</b> Vanliner Insurance Co <b>NAIC #</b> 21172
	<b>INSURER B</b>
	<b>INSURER C</b>
	<b>INSURER D</b>
	<b>INSURER E</b>
	<b>INSURER F</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLA MS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE L MIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> H RED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMB NED S NGL E LIMIT (Ea accident)	\$
							BOD LY NJURY (Per person)	\$
							BOD LY NJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLA MS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AMW7000009-03	8/27/2022	8/27/2023	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY L MIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Verification of Insurance

<b>CERTIFICATE HOLDER</b> _____	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Cindy Elbert</i>

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Secretary of State Filings



BA20230164113



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**STATEMENT OF INFORMATION**  
**CORPORATION**

California Secretary of State  
 1500 11th Street  
 Sacramento, California 95814  
 (916) 653-3516

For Office Use Only

**-FILED-**

File No.: BA20230164113

Date Filed: 1/30/2023

B1455-0318 01/30/2023 10:37 AM Received by California Secretary of State

Entity Details			
Corporation Name	EMERGENCY AMBULANCE SERVICE, INC.		
Entity No.	0855149		
Formed In	CALIFORNIA		
Street Address of Principal Office of Corporation			
Principal Address	3955 S. PINNACLE PEAK DRIVE WASILLA, AK 99623		
Mailing Address of Corporation			
Mailing Address	3200 E. BIRCH STREET SUITE A BREA, CA 92821		
Attention	CHARLES A. DRUTEN, JR.		
Street Address of California Office of Corporation			
Street Address of California Office	3200 E. BIRCH STREET SUITE A BREA, CA 92821		
Officers			
Officer Name	Officer Address	Position(s)	
PHILIP E. DAVIS	3955 S. PINNACLE PEAK DRIVE WASILLA, AK 99623	Chief Executive Officer, Secretary, Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Directors			
Director Name	Director Address		
PHILIP E. DAVIS	3955 S. PINNACLE PEAK DRIVE WASILLA, AK 99623		
The number of vacancies on Board of Directors is: 0			
Agent for Service of Process			
Agent Name	PHILIP E. DAVIS		
Agent Address	3200 E. BIRCH STREET SUITE A BREA, CA 92821		
Type of Business			
Type of Business	AMBULANCE SERVICES		
Email Notifications			
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.		
Labor Judgment			

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

*Charles A Druten Jr*

*01/30/2023*

Signature

Date





# Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: EMERGENCY AMBULANCE SERVICE, INC.  
Entity No.: 0855149  
Registration Date: 11/02/1977  
Entity Type: Stock Corporation - CA - General  
Formed In: CALIFORNIA  
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 30, 2023.

SHIRLEY N. WEBER, PH.D.  
Secretary of State

Certificate No.: 077772028

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



# California Secretary of State

Business Programs Division  
1500 11th Street, Sacramento, CA 95814

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EMERGENCY AMBULANCE SERVICE, INC.  
3200 E. BIRCH STREET  
SUITE A  
BREA, CA 92821

## Business Amendment Filing Approved

January 30, 2023

Entity Name: EMERGENCY AMBULANCE SERVICE, INC.  
Entity Type: Stock Corporation - CA - General  
Entity No.: 855149  
Document Type: Statement of Information  
Document No.: BA20230164113  
File Date: 01/30/2023

The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov) and enter the entity name or entity number in the Search module.

### ***What's Next?***

The most up to date records may be obtained by searching for the Entity Name or Entity Number in the Search module at [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).

For further assistance, contact us at (916) 657-5448 or visit [bizfileOnline.sos.ca.gov](http://bizfileOnline.sos.ca.gov).



Thank you for using [bizfile California](http://bizfileOnline.sos.ca.gov), the California Secretary of State's business portal for online filings, searches, business records, and additional resources.

Supplemental Information

Revenue Projections and Operational Budgets

RFP Revenue


<b>Inyo County ALS Project</b>			
<b>Revenue Projections</b>			
1,277 Annual Transports			
3.5 Transports Daily			
<b>Payor Mix Information</b>			
Medicare	53%	677	
MediCal	22%	281	
Insurance	10%	128	
None	15%	192	
	100%	1,277	
<b>35% ALS - Medicare</b>			<b>237</b>
Medicare ALS Base	\$ 672.00		
Medicare Milage	\$ 25.65		
	\$ 697.65		
Less 20% Deductible	\$ 139.53		
Expected Cash	\$ 558.12		\$ 132,209
<b>65% BLS - Medicare</b>			<b>440</b>
Medicare ALS Base	\$ 566.00		
Medicare Milage	\$ 25.65		
	\$ 591.65		
Less 20% Deductible	\$ 118.33		
Expected Cash	\$ 473.32		\$ 208,226
<b>Medi-Cal</b>			<b>281</b>
Base Rate	\$ 118.00		
QAF	\$ 220.00		
Mileage	\$ 10.65		
Expected Cash	\$ 348.65		\$ 97,950
<b>35% ALS - Commercial Insurance</b>			<b>45</b>
Insurance ALS Base	\$ 2,365.34		
Insurance Milage	\$ 143.25		
	\$ 2,508.59		
Less 20% Deductible	\$ 501.72		
Expected Cash	\$ 2,006.87		\$ 89,697
<b>65% BLS - Commercial Insurance</b>			<b>83</b>
Insurance BLS Base	\$ 1,697.87		
Insurance Milage	\$ 143.25		
	\$ 1,841.12		
Less 20% Deductible	\$ 368.22		
Expected Cash	\$ 1,472.90		\$ 122,258
<b>Total Expected Annual Collections</b>			<b>\$ 650,340</b>

**ALS Budget**

<b>Emergency Ambulance Service, Inc.</b>	
<b>ALS Operating Budget for Inyo County / Bishop Area</b>	
<b>One ALS Unit</b>	
<b>Employee Expenses:</b>	
Paramedic Standard Wages	\$285,000
EMT Standard Wages	\$186,000
Employer Paid Benefits and Burden	\$188,400
<b>Sub-Total</b>	<b>\$659,400</b>
<b>Operating Depreciation:</b>	
Ambulance Depreciation	\$30,000
New Fire Radios and IT Equipment	\$10,000
<b>Sub-Total</b>	<b>\$40,000</b>
<b>On Going Operating Expenses:</b>	
Crew Station	\$60,000
Medical Supplies	\$27,440
Insurance	\$45,000
Vehicle Licenses	\$5,000
Gas and Oil	\$30,000
Repairs and Maintenance	\$24,000
Employee Uniforms	\$2,400
QAF Tax	\$45,000
<b>Sub-Total</b>	<b>\$238,840</b>
<b>Administrative Expenses:</b>	
<b>Administrative Overhead and Profit</b>	<b>\$422,208</b>
<b>Total Cost of Operations</b>	<b>\$1,360,448</b>
<b>Unit Hour Costs</b>	<b>\$155</b>
<b>Total Expect Annual Collections</b>	<b>\$650,340</b>
<b>Necessary Annual Subsidy</b>	<b>\$710,108</b>
<b>Necessary Monthly Subsidy</b>	<b>\$59,176</b>
<b>Necessary Weekly Subsidy</b>	<b>\$13,656</b>

Two Units – ALS and BLS Costs

<b>Emergency Ambulance Service, Inc.</b>	
<b>2 Units - Operating Budget for Inyo County / Bishop Area</b>	
<b>Two Units - One ALS and One BLS</b>	
<b>Employee Expenses:</b>	
1st Unit - Paramedic Standard Wages	\$285,000
1st Unit - EMT Standard Wages - ALS Unit	\$186,000
2nd Unit - BLS Unit	\$372,000
Employer Paid Benefits and Burden	\$337,200
<b>Sub-Total</b>	<b>\$1,180,200</b>
<b>Operating Depreciation:</b>	
Ambulance Depreciation	\$30,000
New Fire Radios	\$10,000
<b>Sub-Total</b>	<b>\$40,000</b>
<b>On Going Operating Expenses:</b>	
Crew Station	\$60,000
Medical Supplies	\$27,440
Insurance	\$45,000
Vehicle Licenses	\$5,000
Gas and Oil	\$30,000
Repairs and Maintenance	\$24,000
Employee Uniforms	\$4,800
QAF Tax	\$45,000
<b>Sub-Total</b>	<b>\$196,240</b>
<b>Administrative Expenses:</b>	
<b>Administrative Overhead and Profit</b>	<b>\$637,398</b>
<b>Total Cost of Operations</b>	
	<b>\$2,053,838</b>
<b>Expected Billings</b>	<b>\$650,340</b>
<b>Required Annual Subsidy</b>	<b>\$1,403,498</b>
<b>Required Monthly Subsidy</b>	<b>\$116,958</b>
<b>Required Weekly Subsidy</b>	<b>\$26,990</b>

 <p>STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL</p> <p><b>EMERGENCY AMBULANCE NON-TRANSFERABLE LICENSE</b></p> <p>CHP 360A (REV. 01-00) OPI 062</p>	CONTROL NUMBER	LICENSE NUMBER	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
	1468	1468	5/16/2023	6/7/2023	6/7/2024
	CHP CARRIER NUMBER	LOCATION	<input type="checkbox"/> Duplicate <input type="checkbox"/> Replacement <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Renewal		
	CA-	675			
<b>PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)</b>					
SERVICE NAME AND PHYSICAL ADDRESS <i>(only if different from below)</i>		<p>This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed within the 30-day period prior to the expiration date indicated above.</p>			
EMERGENCY AMBULANCE SERVICE, INC. EMERGENCY		<p>Ambulance operations must cease immediately upon expiration of this license. THERE IS NO GRACE PERIOD FOR A LICENSED ACTIVITY. The Department will accept an application for renewal during the 30-day period following the license expiration date provided all required documentation is complete and accompanied by the initial license fee of \$200.00. For license information contact CHP, Research and Planning Section at (916) 843-3440.</p>			
SERVICE NAME AND MAILING ADDRESS					
EMERGENCY AMBULANCE SERVICE, INC. EMERGENCY 3200 E. BIRCH STREET, SUITE A BREA CA, 92821- Attention: PHILIP E. DAVIS, PRESIDENT					



**The Commission on Accreditation of Ambulance Services**  
*Certificate of Accreditation*

**Emergency Ambulance Service, Inc.**  
**Brea, California**

The Commission on Accreditation of Ambulance Services presents this certificate of Accreditation in recognition of this service's voluntary compliance with the Commission's high standards. These standards have been established to encourage and promote improved quality patient care in the medical transportation system. This service has successfully completed a comprehensive external review to verify compliance with these national standards.

**Issued:** June, 2023



Josef Penner, Chair  
Panel of Commissioners



**Expires:** June 30, 2026



Dale J. Berry, Chair  
Board of Directors







### Disaster Fire and EMS Agency Support in 2022

During the year 2022, Emergency Ambulance crews were deployed out of county for 200 days to support efforts of the United State Forest Service or other California EMS Agencies experiencing significant issues in their own EMS systems.

**The Mosquito Fire** was the largest wildland fire in California in 2022 that burned in California's Placer and El Dorado Counties. The fire began on September 6, 2022, and was declared 100% contained on October 22, 2022, more than a month and a half later.

During the first week of the fire's spread more than 11,000 people were placed under evacuation orders and more than 9,000 structures were threatened. The Mosquito Fire went on to burn 76,788 acres (120 square miles), destroying 78 structures in the small mountain communities.

On September 11, 2022, Emergency Ambulance and three other Orange County ambulance companies deployed ALS staffed ambulances to the fire. Working with the fire's medical unit leader, **our crews were assigned to this major state incident for 50 straight days.**

In addition to supporting forest service at the Mosquito Fire, Emergency's crews also deployed to Kern County to augment the local ambulance company experiencing challenges with staffing due to COVID.

The experiences our crews received in these out of county deployments has already been used to strengthen our operations here in Orange County.



EAS EMT Martin Mondragon and his partner were assigned to a wildland fire in the Tahoe and El Dorado National Forests - duty which requires the men to camp near the threatened area.

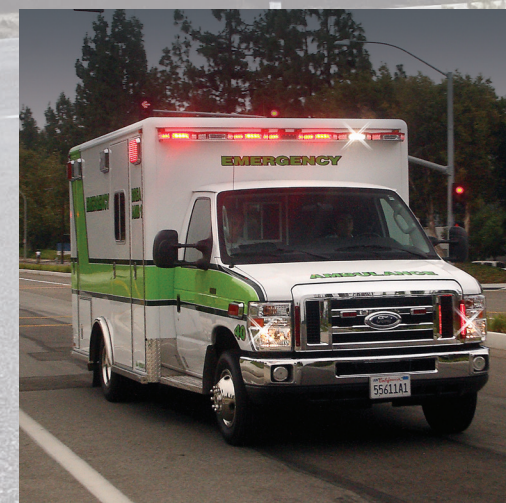
In the middle of the night, in total darkness, Martin was awakened by something licking his face. **His first thought was a warning earlier about bears on this fire.**

Good news! It wasn't a bear that woke up Martin Mondragon, but a very loving pet dog that escaped his family's yard when their fence burned during the Mosquito Fire. Martin and his partner were able to locate the dog's owner and reunited the dog with its family.



# 2022 Emergency Ambulance Statistics

<b>Presence</b> 50 cities served in Los Angeles and Orange Counties	<b>Responses</b> 15,292 Total Responses 13,276 Total 911 Responses
<b>Population Served – 911</b> 166,852	<b>Staffing</b> 73,283 Staffed Unit Hours
<b>Area Served – 911</b> 45 Square Miles	<b>OCEMS Region A On Time Compliance Rate = 96.7%</b> <b>Combined 9-1-1 Compliance Rate = 97.2%</b>
<b>Longevity</b>	<b>46 years in business</b>



## Responsive. Caring. Always.



### EMERGENCY AMBULANCE SERVICE

EmergencyAmbulance.com • 714.990.1742  
3200 E Birch St, Ste A • Brea, CA 92821

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AMERICAN  
AMBULANCE  
ASSOCIATION



### FAMILY-OWNED SINCE 1977



## EMERGENCY AMBULANCE SERVICE

*Exclusive 911 Ambulance Service Transport provider for the Cities of Brea, Placentia, Yorba Linda, and unincorporated portions of Orange County*

- 911 Emergency Ambulance Response
- Basic Life Support (BLS)
- Inter-Facility Advanced Life Support (IFT-ALS)
- Specialty Care Transport
- Event Medical
- Communications Center



We are pleased to present the Emergency Ambulance Service 2022 Annual Report. It is hard to believe that a year has passed since our inaugural 2021 Annual Report.

Emergency Ambulance takes great pride in the work that we do. It is our privilege to serve those who call on us during their time of need. We are proud of the exceptional care our crews provide to the residents and visitors of the communities we serve.

Last year, we documented how we as an organization responded to the COVID-19 crisis and its impact to our local community. COVID-19 and its variants have continued to weigh heavily on our ambulance operations, not unlike the rest of California and the United States. Each call has been a risk for our ambulance staff to be exposed to the disease. Each call took extra efforts to ensure staff and patient safety. Each call required enhanced decontamination to get the ambulance ready for the next call.

The other challenge for 2022 was ambulance patient offload delays, known as "Wall-Times", the time our crew must wait at a hospital emergency department before being able to transfer care of their patient to the receiving hospital ED staff. In 2022, Emergency Ambulance crews were forced to wait over 5,200 hours at area hospitals before returning to service. This time waiting at area hospitals unnecessarily removes our crews from service and equals an average of 14 hours per day that ambulances are unavailable for critical responses.

While both COVID and extended hospital "wall times" have made ambulance operations challenging, we have still managed to exceed our contracted response times compliance in all the communities we serve. We have learned to balance the needs of our communities, with the resources available, to give each resident and visitor the level of coverage they've come to expect from Emergency Ambulance.

In 2022, Emergency Ambulance renewed our 9-1-1 contract with the City of Brea and now co-locates two of our ambulance crews in Brea Fire Stations, No. 2 and No. 3. In addition, Emergency Ambulance supported the State of California with our response to the Mosquito Fire and the Kern County EMS Agency by deploying members of our EMS staff to support their impacted EMS system.

I appreciate the opportunity to share with you this reflection. Thank you for taking the time to read this, our 2022 annual report. We look forward to the challenges and opportunities the new year will bring.

Respectfully,

*Philip E. Davis*

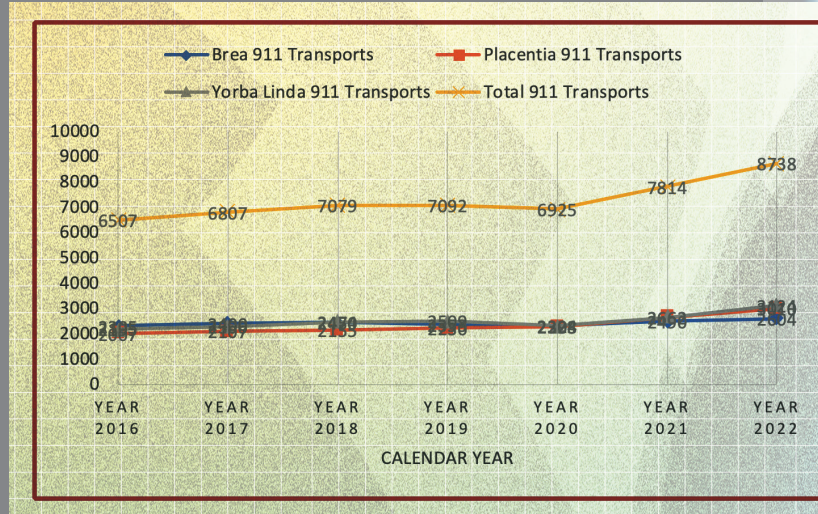
Philip E. Davis  
President and Chief Executive Officer



## THE CONTINUING IMPACT OF COVID-19 ON EMERGENCY AMBULANCE

The COVID-19 pandemic has changed our world and EMS forever. These are unprecedented times, and virtually every aspect of our service has been impacted. As a result of the continuing surge of COVID, many patients have delayed or missed routine screening and preventative services, causing indirect consequences, such as relative increases in EMS activations for cardiac events and opioid overdoses all possibly linked to disruptions in healthcare access.

In 2022, the total number of EMS responses at Emergency Ambulance increased almost 27% from pre-pandemic responses.



The average weekly count of EMS response between 2016 and 2019 was consistent, but in 2020, there was a slight decline in EMS response. That changed in 2021 with a 13.50% increase in ambulance responses and a staggering 26.97% increase in 2022.

Throughout the COVID pandemic, ambulance services and EMS Agencies across the nation have struggled with a multitude of challenges; sick and quarantine personnel resulting in greater workforce shortages, physical and mental impacts to our staff, periods of low call volume reducing revenues, shortages of medical supplies, price gouging of essential personal protective equipment (PPE) and inadequate funding to mitigate the additional costs.

The full impact of the COVID pandemic may not be known for years to come but Emergency Ambulance is very proud of our commitment to our communities and continued commitment to exceed our 9-1-1 contract requirements.

**Mission** The central purpose and role of Emergency Ambulance Service, Inc. is

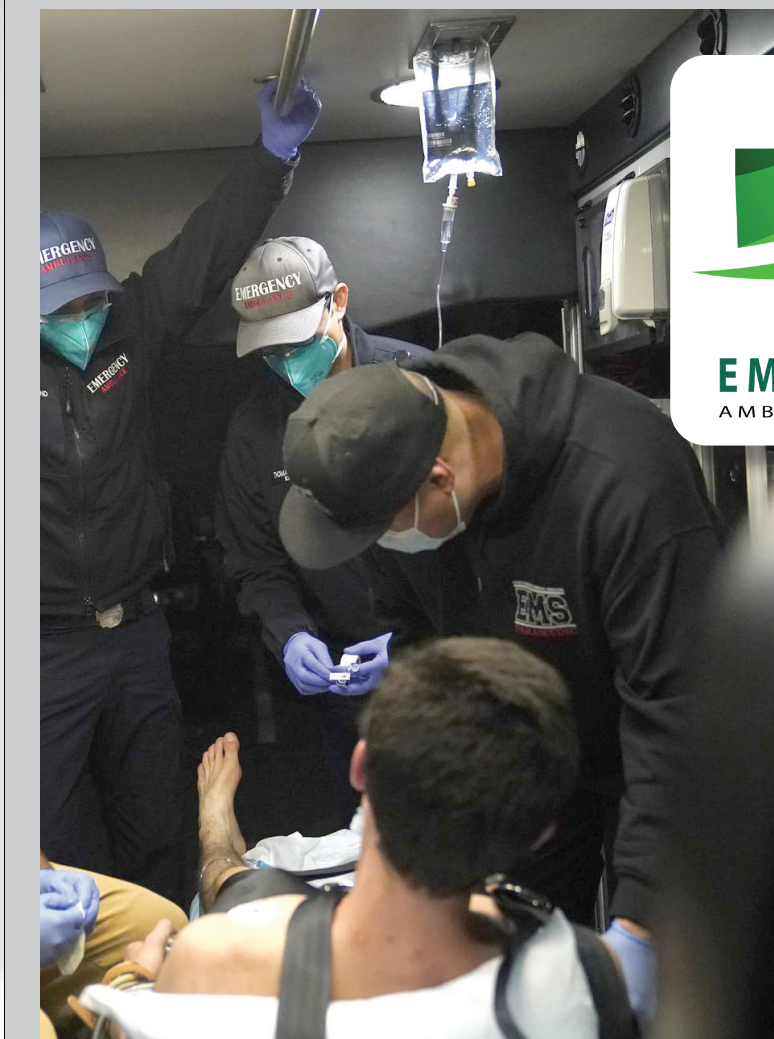
"To provide excellent medical service and transportation in a prompt, professional and safe manner using Yesterday's Values and Today's Capabilities."

**Values** Emergency Ambulance Service, Inc. operates in accordance with the highest standards in all relationships with patients and other customers, competitors, suppliers, employees, and the community in general. To accomplish this, we:

- ▶ Make high quality patient care and customer service our highest priorities.
- ▶ Preserve the rights and dignity of all persons, whether they are patients, other customers, competitors, suppliers, employees, or members of the community in general.
- ▶ Promote open communication and participative management.
- ▶ Support and respect those with whom we interact.
- ▶ Purchase, use and maintain the best equipment available.
- ▶ Remain a profitable organization by being concerned about productivity and efficiency.

Emergency Ambulance Service, Inc. fosters a climate which encourages innovation and diligence among staff, and rewards accordingly.

## Mission & Values



**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAL-ORE LIFE FLIGHT LLC FOR THE PROVISION OF EMERGENCY  
MEDICAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Emergency Medical services of Cal-Ore Life Flight LLC (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish within County emergency medical services as detailed in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor 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 applicable provisions of the Health and Safety Code.

**2. TERM.**

The term of this Agreement shall be for the period, beginning November 23, 2023, and ending December 31, 2024, or upon the award of an Exclusive Operating Area Agreement to an EMS provider for part or all of the operating area subject to this Agreement described in Attachment **A**. If an Exclusive Operating Area Agreement is not entered into by December 31, 2024 by or on behalf of the County and an ambulance provider, this Agreement shall be automatically renewed for additional thirty (30) day periods subject to either party providing notice of non-renewal to the other party no less than thirty (30) days prior to the applicable renewal date.

At any time during the term of this Agreement, in the event of a significant change or potential significant change beyond the parties' control that will affect the costs, revenue or delivery of services, a party may send written notice to the other party to meet and confer on the impact of the change and discuss proposed amendments including, but not limited to a rate adjustment, a subsidy, operational changes or other changes. If the parties cannot negotiate a mutually acceptable resolution to the requested change within thirty (30) days, either party may terminate this Agreement with ninety (90) days' written notice to the other.

**3. CONSIDERATION AND RATES.**

In consideration for entering into this Agreement, Contractor shall be permitted to provide emergency medical services on a non-exclusive basis within the area described in Attachment **A**. Except as otherwise provided for in Attachment B, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

The County finds that regulating ambulance service rates is necessary to ensure availability, sustainability and adequacy of ambulance services in the Agency. The rates are set forth by the County and are hereby established by the County exercising sound legislative judgment and shall be the only allowable ambulance service fees to be charged and collected in the Agency for both private and public ambulances. Contractor shall comply with the rate requirements set forth by the County. Further, Contractor shall not discount its rates or collect a rate less than the rates set forth in herein (except where required by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's compassionate care policy).

**4. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

County of Inyo Standard Contract - No. 135 (Emergency Medical  
Services – Non-Exclusive Operating Areas)

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

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

## **5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Unless expressly provided for in the Schedule of Fees (Attachment **B**), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment **B**), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

## **6. COUNTY PROPERTY.**

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

## **7. INSURANCE.**

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

## **8. STATUS OF CONTRACTOR.**

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

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

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control

with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

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

## **9. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, employees, or volunteers. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, volunteers, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **10. RECORDS AND AUDIT.**

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

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

## **11. NONDISCRIMINATION.**

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

## **12. ASSIGNMENT.**

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



consent of County.

**13. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor.

**14. 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 of any 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 (20) (Amendment).

**15. CONFIDENTIALITY.**

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

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

**16. CONFLICTS.**

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

**17. POST AGREEMENT COVENANT.**

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

**18. 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.

**19. RESERVED.**

**20. 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.

**21. NOTICE.**

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

**County of Inyo:**

Attention CAO  
1360 N. Main Street Suite 201  
P.O. Drawer N,  
Independence, California,

**Contractor:**

Attention Regional Director  
CalOORE Life Flight LLC  
770 Airport Road  
Bishop, California, 93514

**22. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAL-ORE LIFE FLIGHT LLC**

**FOR THE PROVISION**

Emergency Medical Services - 9-1-1 Ambulance Service

**SERVICES**

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

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**CONTRACTOR**

DocuSigned by:  
*Sean Russell*  
By: \_\_\_\_\_  
Signature  
Sean Russell, Region President  
Print or Type Name

10/20/2023

Dated: \_\_\_\_\_

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAL-ORE LIFE FLIGHT LLC**

**FOR THE PROVISION** Emergency Medical Services - 9-1-1 Ambulance Service **SERVICES**

**TERM:**

**FROM:** November 23, 2023 **TO:** December 31, 2024

**SCOPE OF WORK:**

Description of Non-Exclusive Operating Area: The operating area is defined as the City of Bishop and surrounding area, which includes the area North of Bishop to the Mono County line on Highway 395, South of Bishop to Keough's Road on Highway 395, East of Bishop to the Mono County line on Highway 6 and to the end of roads West of Bishop. See Exhibit 1

Provide emergency medical and transport services in the non-exclusive operating area, as set forth in the California Health and Safety Code Division 2.5, and as required by the Inland Counties Emergency Medical Agency (ICEMA). Services and requirements shall include:

- 1) PROVIDER shall respond to all 9-1-1 emergency response requests with, at minimum, one (1) Advanced Life Support ("ALS") Ambulance staffed with one (1) paramedic and one (1) EMT.
- 2) PROVIDER shall provide one (1) Basic Life Support ("BLS") Ambulance staffed with one EMT for airport transfers.
- 3) Provider shall endeavor to provide one (1) additional EMT or Paramedic available for emergency call out in a Quick Response Vehicle (QRV) if staff are available.
- 4) Endeavor to provide one (1) non-dedicated, as available, BLS ambulance as back-up and surge response for 9-1-1 emergency response requests.
- 5) Hire appropriate ALS and BLS personnel on a temporary basis to augment existing staffing for deployment.
- 6) Provide Medical Direction and CQI Quality Oversight.
- 7) PROVIDER shall endeavor to provide standby special event services upon request, so long as there will be no resulting disruption to PROVIDER's ability to respond to 9-1-1 emergency response requests as otherwise set forth herein;
- 8) PROVIDER shall ensure equipment standards are maintained at a level required by ICEMA during the duration of this Agreement;
- 9) PROVIDER shall ensure all employees or agents functioning as paramedics or EMTs are certified, accredited and licensed by both the state EMS Authority and the ICEMA standards, and work within the scope of their certification;
- 10) PROVIDER may enter into a mutual aid agreement with other area emergency response agencies to assist in coverage of 9-1-1 emergency calls to ensure response coverage;
- 11) PROVIDER shall document calls electronically using ICEMA electronic health record or an approved alternative platform and record, at a minimum, 9-1-1 responses, level of patient care provided, whether the response resulted in an ambulance transport, time of response and other data as required by ICEMA;

- 12) PROVIDER shall participate in the Inyo County Emergency Medical Care Committee (EMCC) by designating a representative to serve on the committee;
- 13) PROVIDER shall immediately notify County of any failure to respond within the scope of work;
- 14) PROVIDER shall remit run data to County's tracking system on at least a weekly basis.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAL-ORE LIFE FLIGHT LLC  
FOR THE PROVISION EMERGENCY MEDICAL SERVICES - 9-1-1 AMBULANCE SERVICE**

**TERM:**

**FROM:** November 23, 2023                      **TO:**                      December 31, 2024

**SCHEDULE OF FEES:**

**Availability Fee.** In addition to the right of Contractor to bill and collect fee for service from third-parties and patients, as additional consideration for Contractor's Services, COUNTY shall pay an availability fee to PROVIDER, in the amount of twenty-one thousand one hundred sixty nine dollars (\$21,169) per month. If this Agreement is terminated early for any reason, service fees may be billed and paid on a pro rata basis, e.g., Agreement is terminated 15 days into a 30 day period, the pre-paid availability fee would be refunded 50% or \$12,500. Through December 31, 2024, the Contractor represents that it will not request any increase to the Availability Fee that is forty percent (40%) higher than the current Availability Fee.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAL-ORE LIFE FLIGHT LLC FOR THE  
PROVISION OF EMERGENCY MEDICAL  
SERVICES - 9-1-1 AMBULANCE SERVICES**

**FROM:** October 23, 2023                      **TO:** December 31, 2024

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: 2023 Insurance Requirements for Professional Services - Ambulance Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- a. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, insuring the agreements contained herein. The minimum, limits of liability carried on such insurance shall be three million dollars (\$3,000,000.00) each occurrence and, where applicable, in the aggregate combined single limit for bodily injury, Property damage liability and personal injury (wrongful acts).
- b. Professional Liability or Malpractice Insurance with limits not less than one million dollars (\$1,000,000.00).
- c. Automobile Liability Insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be three million dollars (\$3,000,000.00) each accident, combined single limit for bodily injury and property damage.
- d. Workers' Compensation insurance in accordance with coverages and in amounts as required by California laws.
- e. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Contractor.
- f. Insurance companies utilized must be admitted to do business in California or be on the California Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- g. Contractor shall endeavor to furnish certificate(s) of the above mentioned insurance to the County within fourteen (14) days from the date of this agreement and, with respect to the renewals of current insurance policies, within 10 days of insurance renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability insurance, name the County as an additional insured.
- h. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the County.
- i. It shall be the responsibility of Contractor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.



**COST SHARE AGREEMENT FOR  
EMERGENCY MEDICAL SERVICES CONTRACT**

This Cost Share Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2023, (“Effective Date”) by and among the County of Inyo (“Inyo”), the City of Bishop (“Bishop”), and the Bishop Paiute Tribe (“Tribe”), for the purpose of allocating costs associated with emergency medical services provided to the greater Bishop, California area. The County, the City, and the Tribe are collectively referred to as the “Parties” for purpose of this Agreement.

**RECITALS**

1. Inyo historically arranged for emergency medical services (“EMS”) for the greater Bishop, CA area through the Inland Counties Emergency Medical Agency (“ICEMA”) joint powers authority exclusive operating area (“EOA”) non-financial agreements with a private provider.
2. In April, 2023, the most recent EOA EMS provider terminated its agreement to provide EMS services.
3. Since the termination of that agreement, Inyo and other local agencies initiated a process to establish a new EOA EMS agreement.
4. While that process is ongoing, the County entered into non-EOA EMS agreements with EMS providers in order to ensure continued EMS coverage in the greater Bishop area. The non-EOA EMS agreements since July, 2023, to date, have included a subsidy from the County to the EMS provider.
5. The Parties to this Agreement desire for the provision of advanced life support and additional EMS services for the greater Bishop, California area as set forth in the attached draft agreement between Inyo County and Cal-Ore Life Flight LLC (“EMS Provider”), or services substantially equivalent thereto (the “EMS Agreement”).
6. Inyo shall be responsible for paying the EMS Provider under the EMS Agreement and it is the intention of the parties to this separate Agreement to provide for each party’s respective share of the total payment the EMS Provider shall receive under the EMS Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals.** The above recitals are adopted by the Parties as if fully set forth herein.
2. **Shared Costs.** The County of Inyo incurred EMS services costs for the greater Bishop, CA area since July, 2023, and intends to enter into the EMS Agreement, for a maximum cost of three hundred forty-five thousand, one hundred ninety seven dollars (\$345,197), through December 31, 2024.

- a. County of Inyo. The County shall contribute a maximum of one hundred ninety-one, eight hundred and fifty dollars (\$191,850) to EMS services from July 2023 through December 31, 2024, including the cost of the EMS Agreement.
- b. City of Bishop. The City shall contribute a maximum of one hundred two thousand one hundred and fifty-one dollars (\$102,151) to the EMS Agreement.
- c. Bishop Paiute Tribe. The Tribe shall contribute a maximum of fifty one thousand, one hundred and ninety-six dollars (\$51,196) to the costs of the EMS Agreement.

**3. Payment of Funds.**

- a. The City and the Tribe shall pay to the County their respective share of costs, on a quarterly basis (January 1, April 1, July 1, October 1) with the first payment being made within 30 days after the County provides written notice to the City and the Tribe that it has entered into the EMS Agreement. Such payment shall be made to:

Inyo County  
PO Drawer N  
Independence, CA 93526  
Attn: Denelle Carrington

- b. Should the cost of EMS Services, including the cost of the EMS Agreement, ultimately be less than the anticipated \$345,197, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.
- c. Should another source of funding contribute to the cost of the EMS Agreement, the share of the Parties shall be reduced accordingly and proportionately.

**4. Status of Parties.** All acts of the parties to this agreement, their agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of any other party. Each party to this Agreement, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of any other party to the agreement.

**5. Hold Harmless.** Each party to this Agreement shall hold each other harmless, defend and indemnify all other parties to the Agreement and their officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with said party's performance of work hereunder to the extent such loss or damages which was caused by the negligence or willful misconduct of the party.

**6. 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.

**7. Notice.** Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor

or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

- a. County of Inyo:  
County Administrator  
PO Drawer N  
Independence, CA 93526  
(760) 878-0292
- b. City of Bishop:  
City Administrator  
377 West Line Street  
Bishop, CA 93514  
(760) 873-5863
- c. Bishop Paiute Tribe:  
Chief Executive Officer  
50 Tu Su Lane  
Bishop, CA 93514  
(760) 873-3584

- 8. 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.

**[SIGNATURES ON FOLLOWING PAGE]**

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

COUNTY OF INYO

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

\_\_\_\_\_  
Type or Print Name


CITY OF BISHOP

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

**Deston Dishion**

\_\_\_\_\_  
Type or Print Name

BISHOP PAIUTE TRIBE

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

**Meryl Picard, Tribal Chairwoman**

\_\_\_\_\_  
Type or Print Name



# 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:  
2023-4245

### Caltrans Right-of-Way Vacation County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Meaghan McCamman, Assistant County Administrator

#### ITEM PRESENTED BY

Meaghan McCamman, Assistant County Administrator, John Pinckney, Assistant Public Works Director, Cathreen Richards, Planning Director

#### RECOMMENDED ACTION:

Approve the draft letter from Inyo County to Caltrans regarding State Highway Right of Way Vacation 196, and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County staff received a letter dated September 28 from Caltrans District 9, informing the County that Caltrans is vacating an existing roadway easement in the Olancha-Cartago area. Section 8330.5 of the Streets and Highways Code provides that the California Transportation Commission must offer to relinquish a proposed right of way vacation to the local agency, and the local agency's legislative body must affirm that the highway is not needed for public use. If Inyo County, as the local agency, does not want the State highway right of way, the California Transportation Commission may proceed with a vacation of the right of way.

Upon receipt of the letter, Inyo County staff from Public Works and Roads, Planning, and Administration conferred about any possible use for the vacated right of way. It was considered for potential Road uses, including future County roads and/or road materials; it was considered as a possible extension of the 2020 Olancha-Cartago Corridor Study; it was considered as a recreation path; and the Eastern Sierra Council of Governments (ESCOG) staff was consulted about its possible use as a part of the Towns-to-Trails project. After much deliberation, no reasonable use could be found for these unconnected sections of Hwy 395 right of way at this time.

Though it's difficult to turn down any land in Inyo County, no County department could find any feasible use for these particular segments of right of way. Therefore, we recommend the Board affirmatively decline to take the right of way and approve that the Chair sign the attached letter.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	No	<b>Object Code</b>	

<b>Recurrence</b>		
<b>Current Fiscal Year Impact</b>		
<b>Future Fiscal Year Impacts</b>		
<b>Additional Information</b>		

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve the letter to Caltrans declining the right of way. In this case, the Board might instruct staff to draft a new letter, accepting the right of way, and instruct staff to develop a plan for use of the right of way. This is not recommended, as staff has spent a great deal of time trying to come up with ideas for use of the right of way, and nothing feasible has come of those conversations.

Alternatively, the Board could decide not to respond. In this case, Caltrans will wait the required 90 days for a letter from the County, and then submit the vacation to the Commission.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Letter: CalTrans State Highway Vacation
2. Vacation 196 Map
3. Board of Supervisors Right-of-Way Relinquishment

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 10/30/2023
Darcy Ellis	Approved - 10/31/2023
John Vallejo	Approved - 10/31/2023
Cathreen Richards	Approved - 10/31/2023
John Pinckney	Approved - 10/31/2023
Nate Greenberg	Approved - 11/1/2023
Meaghan McCamman	Final Approval - 11/2/2023

## California Department of Transportation

DISTRICT 9  
500 SOUTH MAIN STREET | BISHOP, CA 93514  
(760) 872-0601 | FAX (760) 872-0678 TTY 711  
[www.dot.ca.gov](http://www.dot.ca.gov)



September 28, 2023

9-INY-395  
P.M. 41.7/45.0  
Vacation 196

Inyo County  
Board of Supervisors  
168 North Edwards Street  
Independence, CA 93526

To whom it may concern:

Enclosed are maps showing portions of State Highway right of way no longer needed over which the State has only an easement for public road purposes and which we plan to vacate. Please note this is being done to complete the vacation, listed as Vacation 196, which started at the time of the Ash Creek project, a four lane widening project in 2001 but was never finished.

Section 8330.5 of the Streets and Highways Code provides that the California Transportation Commission shall offer to relinquish this right of way to the local agency pursuant to Section 73 of the Streets and Highways Code. If your agency does not want the State highway right of way, the Commission may proceed with a vacation of the right of way.

Section 8313 of the Streets and Highways Code provides that the Commission shall consider any general or master plan adopted by the local agency prior to vacating State highway right of way.

Section 892 of the Streets and Highways Code provides that State highway right of way shall not be vacated until the local agency having jurisdiction over the areas concerned has been consulted to determine whether the right of way or parts thereof could be developed as nonmotorized transportation facilities. If an affirmative determination is made by your agency, these portions of right of way will be made available to you for such development in accordance with the terms and procedures of Section 104.15 and 887.6 of the Streets and Highways Code and Section 14012 of the Government Code.

**Please notify this office, in writing,** whether or not your agency wants to acquire all or a portion of this right of way for highway purposes or nonmotorized transportation facilities. **Also, please notify this office, in writing,** whether or not this vacation of the right of way would be incompatible with any general or master plan of your agency.

This letter provides you with notice of our present intention to submit this vacation to the Commission at a regular meeting following a 90 days from the date you receive this notice.

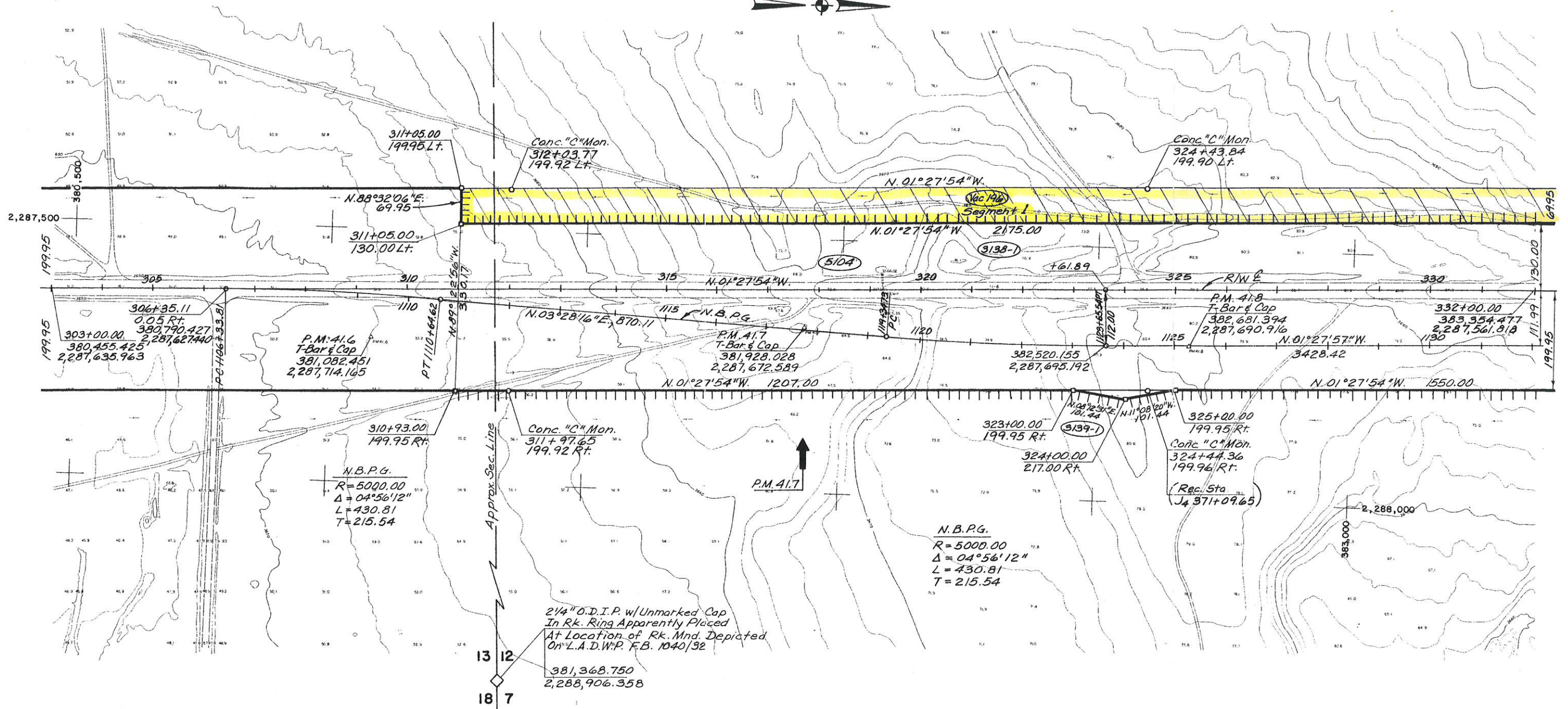
Sincerely,

Chris Szewczyk  
Right of Way Engineer



SECTION 13

T. 18 S., R. 36 E., M.D.M.  
SECTION 12



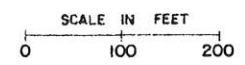
INY 395 - P.M. 41.7

PARCEL	GRANTOR	INST.	RECORD	DATE	REMARKS	A R E A S		
						REQUIRED	UND. FEE	REMAINDER
5104	U.S.A. - G.L.O.	Map	S.H.M.B. 1-16	1937	App. 030720			
3138-1	B.L.M./F.H.W.A.	E.	O.R. 97 2367	7-21-97	Access Rights Only			
3139-1	" "	E.	" "	"	Access Rights &	0.039Ac.		Lg. Uncalc.
196	State of California	Vac.			Segment 1			

NEW S.B. CONST.  $\xi$  IS 1' WEST OF R/W  $\xi$ .

ACCESS PROHIBITED

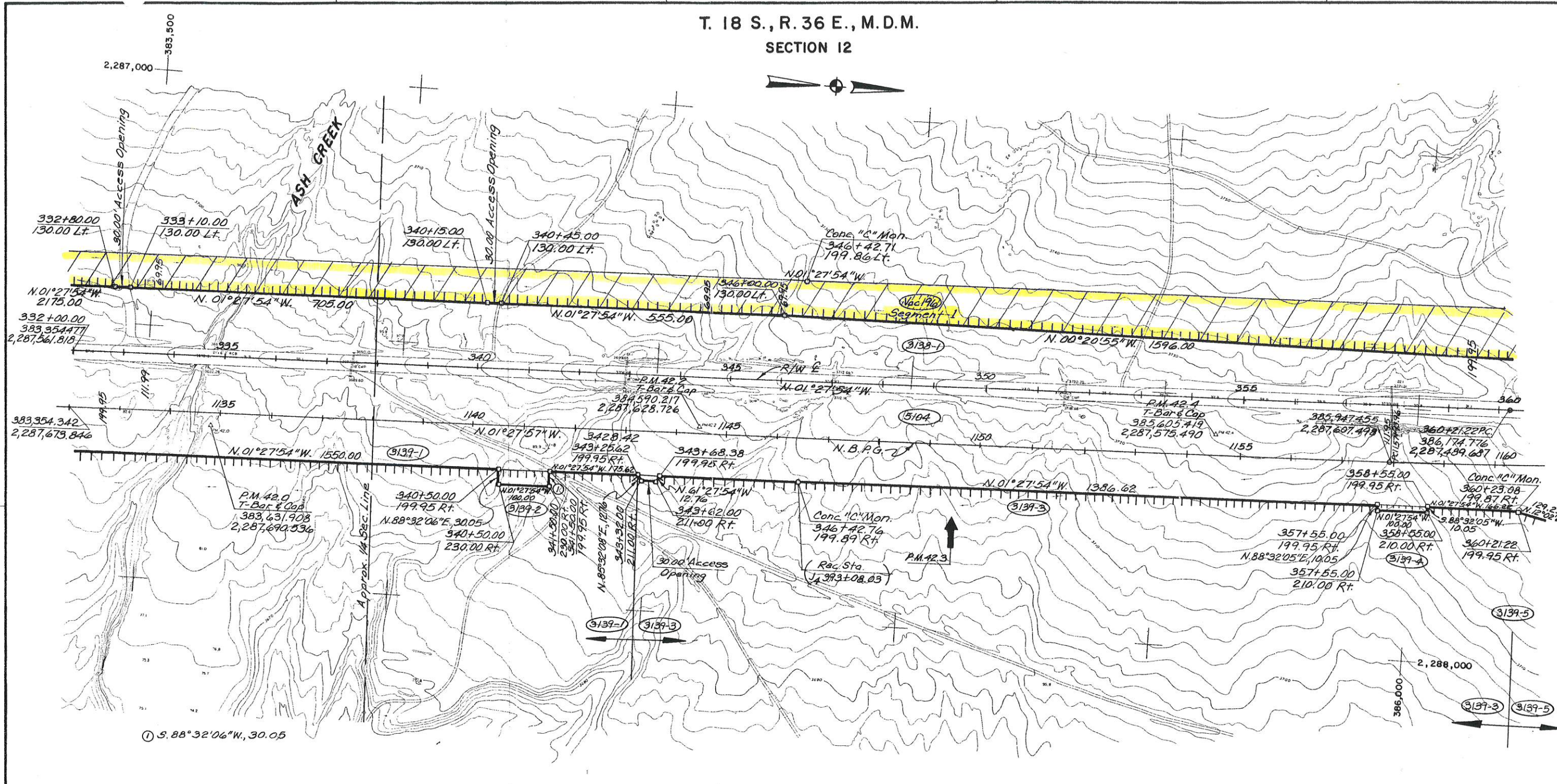
CALIFORNIA COORDINATE SYSTEM (27)-ZONE 4  
GRID BEARINGS - GRID DISTANCES - GRID STATIONING  
GRID FACTOR = 0.99976890  
TO OBTAIN A GROUND DISTANCE, DIVIDE THE GRID DISTANCE BY THE GRID FACTOR.



STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			
<b>R/W RECORD MAP</b>			
DISTRICT	COUNTY	ROUTE	POST MILE
09	INY	395	41.7
DATE	REMARKS		
6-96	C. ANDRUS-ENGR.		P. RICHARD-DRAFT.
2-70	AERIAL PHOTOGRAPHY		FORM A

T. 18 S., R. 36 E., M.D.M.

SECTION 12



INY 395 - P.M. 42.3

PARCEL	GRANTOR	INST.	RECORD	DATE	REMARKS	AREAS		
						REQUIRED	UND. FEE	REMAINDER
5104	U.S.A. - G.L.O.	Map	S.H.M.B. 1-16	1937	App. 030720			
3138-1	B.L.M./F.H.W.A.	E.	O.R. 972367	7-21-97	Access Rights Only			
3139-2	B.L.M./F.H.W.A.	E.	"	"	Drain. Ease.	0.069 Ac.		Lg. Uncale.
3139-1	"	E.	"	"	Access Rights &	0.039 Ac.		"
3139-3	"	E.	"	"	"	0.009 Ac.		"
3139-4	"	E.	"	"	Drain. Ease.	0.023 Ac.		"
3139-5	"	E.	"	"	Access Rights &	0.682 Ac.		"
196	State of California	Vac.			Segment 1			

NEW S.B. CONST. & IS 1' WEST OF R/W &.

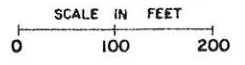
ACCESS PROHIBITED

CALIFORNIA COORDINATE SYSTEM (27) - ZONE 4

GRID BEARINGS - GRID DISTANCES - GRID STATIONING

GRID FACTOR = 0.99976890

TO OBTAIN A GROUND DISTANCE, DIVIDE THE GRID DISTANCE BY THE GRID FACTOR.



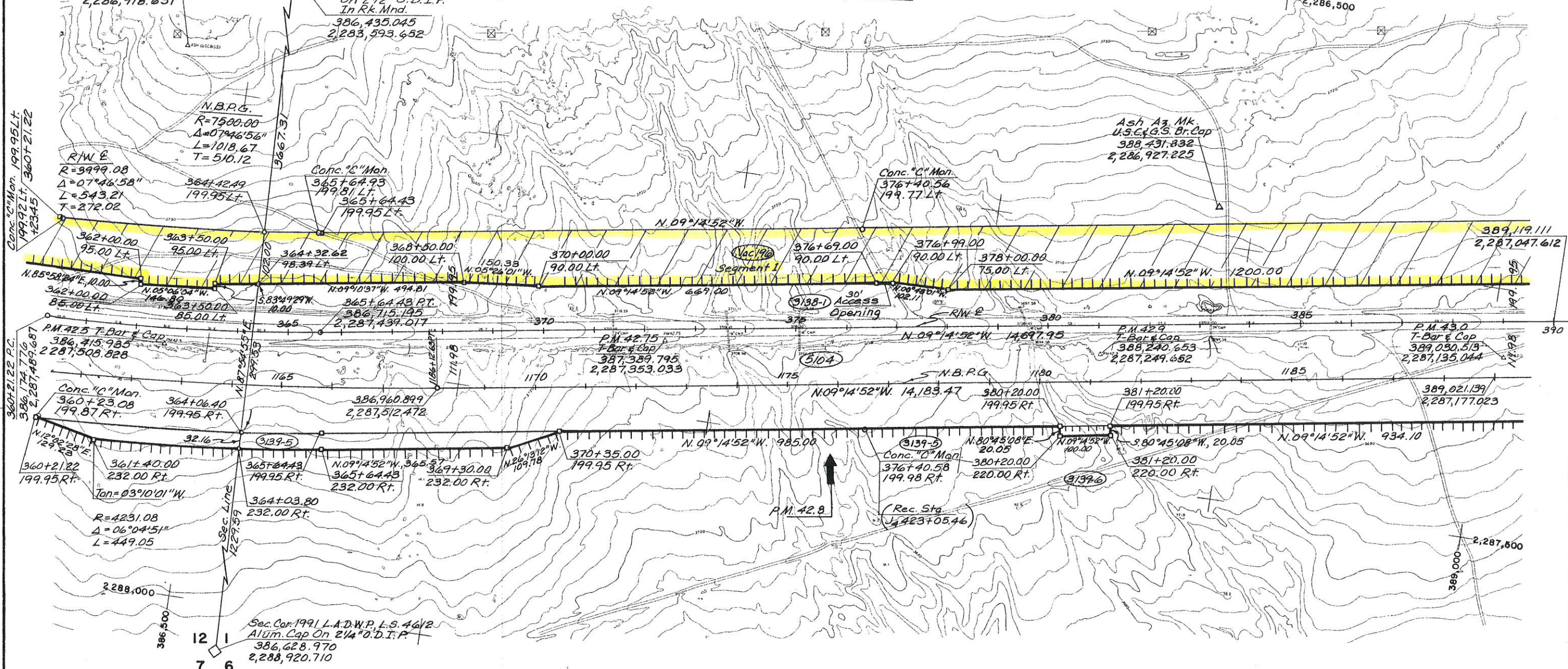
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			
<b>R/W RECORD MAP</b>			
DISTRICT	COUNTY	ROUTE	POST MILE
09	INY	395	42.3
DATE	REMARKS		
6-96	C. ANDRUS - ENGR. P. RICHARD - DRAFT.		
2-70	AERIAL PHOTOGRAPHY		

T. 18 S., R. 36 E., M.D.M.  
SECTION I

SECTION 12  
Ash U.S.C. & G.S.  
Br. Cap  
386,371.079  
2,286,918.631

Sec. Cor., 1983 B.L.M. Al. Cap  
On 2 1/2" O.D.I.P.  
In Rk. Mnd.  
386,491.676  
2,283,593.330

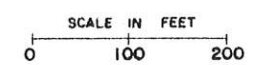
Sec. Cor., 1983 B.L.M. Br. Cap  
On 2 1/2" O.D.I.P.  
In Rk. Mnd.  
386,435.045  
2,283,593.652



INY 395 - P.M. 42.8

PARCEL	GRANTOR	INST.	RECORD	DATE	REMARKS	AREAS		
						REQUIRED	UND. FEE	REMAINDER
5104	U.S.A. - G.L.O.	Map	S.H.M.B. 1-16	1937	App 030720			
3138-1	B.L.M. / F.H.W.A.	E.	O.R. 97 2367	7-21-97	Access Rights Only			
3139-5	"	E.	"	"	Access Rights &	0.682 Ac		Lg. Uncalc
3139-6	"	E.	"	"	Drain. Ease.	0.046 Ac		"
1961	State of California	Vac.			Segment 1			

NEW S.B. CONST. IS 1' WEST OF R/W E.  
 LLLLL ACCESS PROHIBITED  
 CALIFORNIA COORDINATE SYSTEM (27)-ZONE 4  
 GRID BEARINGS - GRID DISTANCES - GRID STATIONING  
 GRID FACTOR = 0.99976890  
 TO OBTAIN A GROUND DISTANCE, DIVIDE THE GRID DISTANCE BY THE GRID FACTOR.



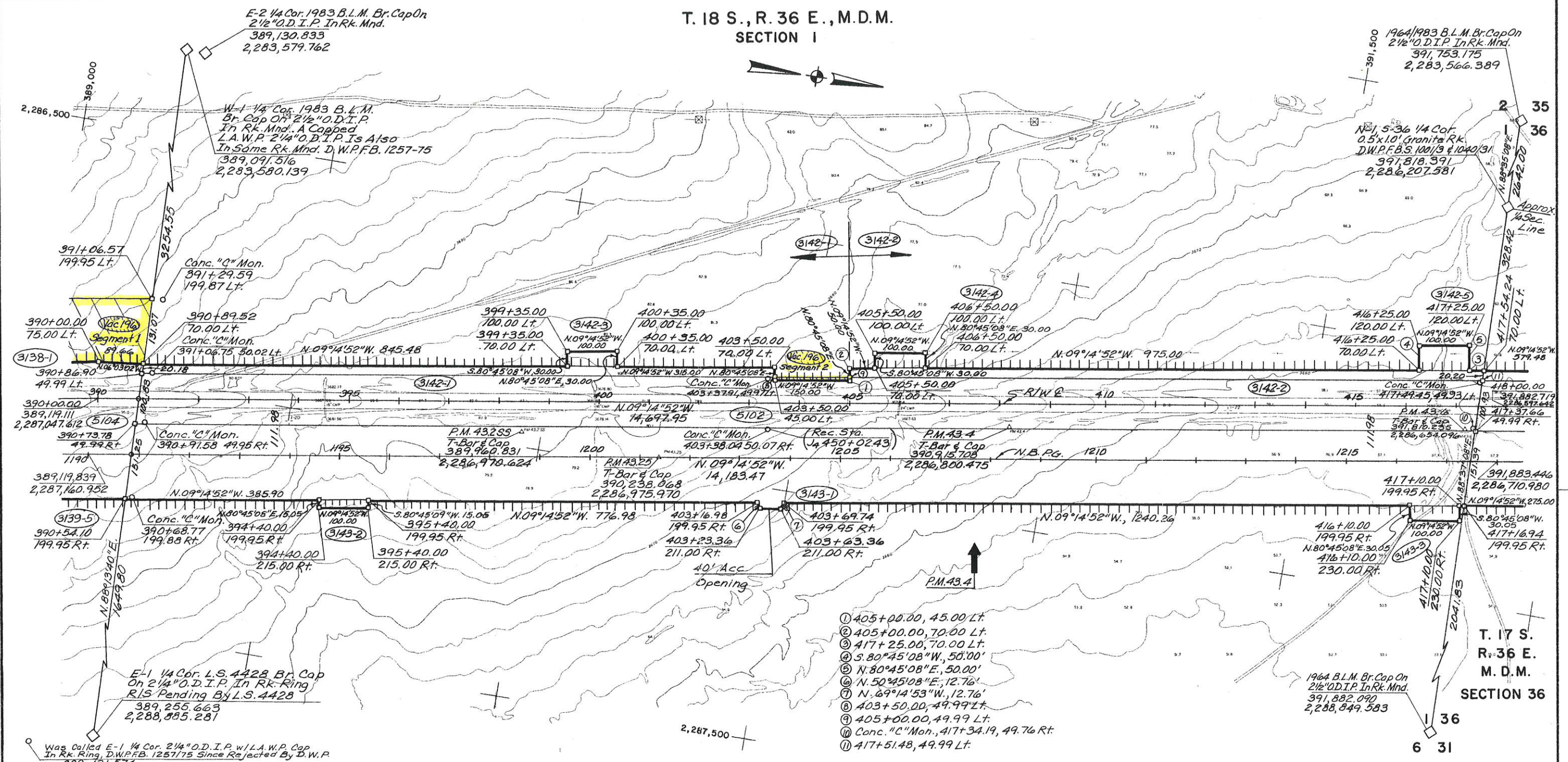
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

## R/W RECORD MAP

DISTRICT	COUNTY	ROUTE	POST MILE
09	INY	395	42.8
DATE	REMARKS		
6-96	C. ANDRUS - ENGR. P. RICHARD - DRAFT.		
2-70	AERIAL PHOTOGRAPHY		

FORM A

T. 18 S., R. 36 E., M.D.M.  
SECTION 1



- ① 405+00.00, 45.00 Lt.
- ② 405+00.00, 70.00 Lt.
- ③ 417+25.00, 70.00 Lt.
- ④ S. 80°45'08" E., 50.00'
- ⑤ N. 80°45'08" E., 50.00'
- ⑥ N. 50°45'08" E., 12.76'
- ⑦ N. 69°14'53" W., 12.76'
- ⑧ 403+50.00, 49.99 Lt.
- ⑨ 405+00.00, 49.99 Lt.
- ⑩ Conc. "C" Mon., 417+34.19, 49.76 Rt.
- ⑪ 417+51.48, 49.99 Lt.

NEW S.B. CONST.  $\epsilon$  IS 1' WEST OF R/W  $\epsilon$ .

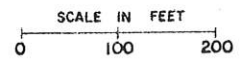
ACCESS PROHIBITED

CALIFORNIA COORDINATE SYSTEM (27)-ZONE 4

GRID BEARINGS - GRID DISTANCES - GRID STATIONING

GRID FACTOR = 0.99976890

TO OBTAIN A GROUND DISTANCE, DIVIDE THE GRID DISTANCE BY THE GRID FACTOR.



PARCEL	GRANTOR	INST.	RECORD	DATE	REMARKS	AREAS		
						REQUIRED	UND. FEE	REMAINDER
5102	L.A. D.W.P.	F.O.C.	O.R. 139-377	11-24-59	F.O.C. Parcel 3, Acquired 1929			
3142-1	"	E.	O.R. 98 4012	10-6-28	Access Rights $\epsilon$	0.580 Ac.		Lg. Uncalc.
3142-3	"	E.	"	"	Drain. Ease.	0.069 Ac.		"
3143-2	"	E.	"	"	"	0.035 Ac.		"
3143-1	"	E.	"	"	Access Rights $\epsilon$	10.068 Ac.		"
3142-2	"	E.	"	"	"	0.829 Ac.		"
3142-4	"	E.	"	"	Drain. Ease.	0.069 Ac.		"
3142-5	"	E.	"	"	"	0.115 Ac.		"
3143-3	"	E.	"	"	"	0.069 Ac.		"
196	State of California	Vac.			Segment 2			
5104	U.S.A. - G.L.O.	Map	S.H.M.B. 1-16	1937	App. 030720			
3139-5	B.L.M. / F.H.W.A.	E.	O.R. 97 2367	7-21-97	Access Rights $\epsilon$	0.682 Ac.		Lg. Uncalc.
3138-1	"	E.	"	"	Access Rights Only			

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

## R/W RECORD MAP

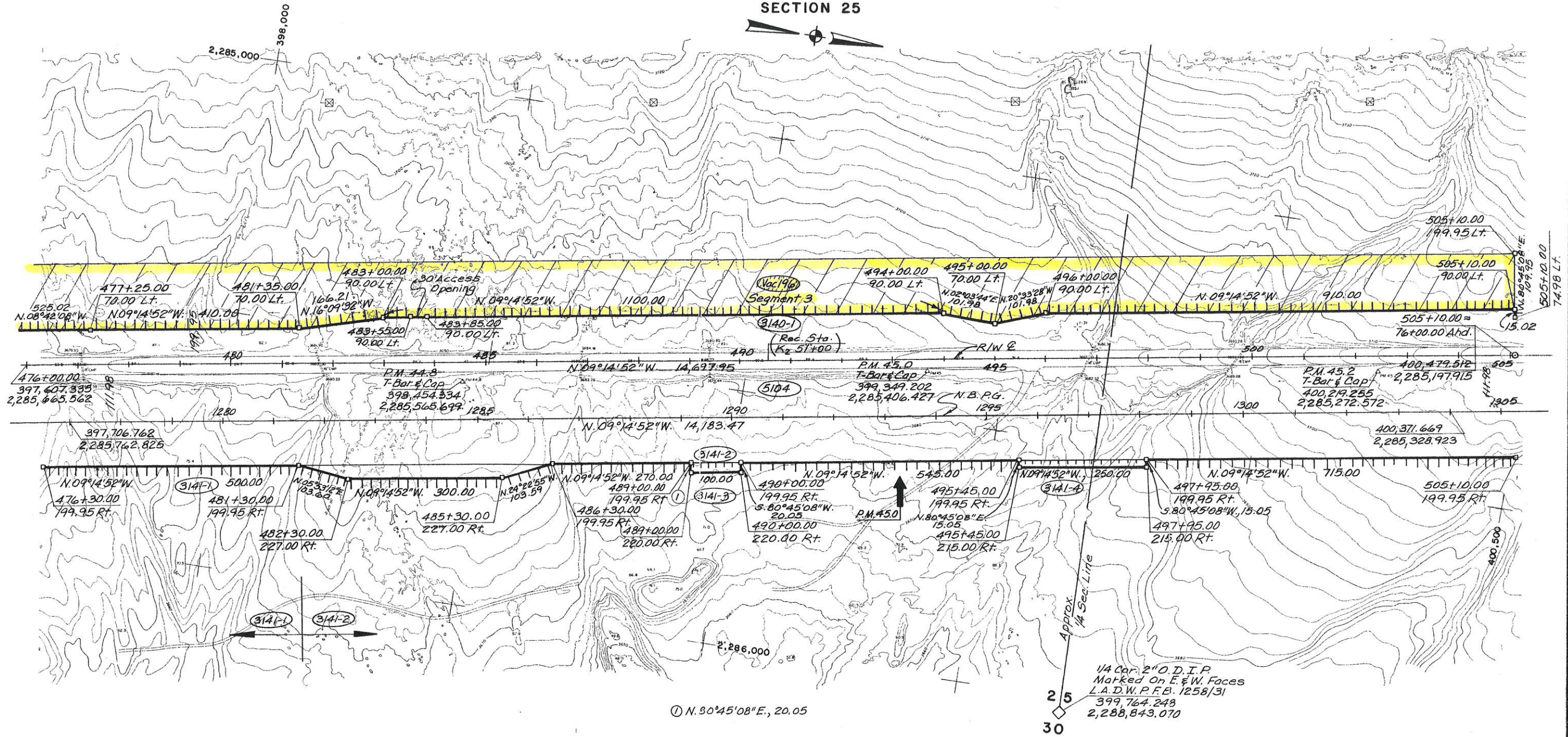
DISTRICT	COUNTY	ROUTE	POST MILE
09	INY	395	43.4
DATE	REMARKS		
6-96	C. ANDRUS - ENGR. P. RICHARD - DRAFT.		
2-70	AERIAL PHOTOGRAPHY		

FORM A

INY 395 - P.M. 43.4

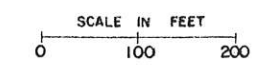


T. 17 S., R. 36 E., M.D.M.  
SECTION 25



PARCEL	GRANTOR	INST.	RECORD	DATE	REMARKS	AREAS		
						REQUIRED	UND. FEE	REMAINDER
5104	U.S.A. - G.L.O.	Map	S.H.M.B. 1-14	1937	App. 030720			
3140-1	B.L.M. / F.H.W.A.	E.	O.R. 97 2367	7-21-97	Access Rights Only			Lg. Uncalc.
3141-1	"	E.	"	"	Access Rights &	0.215 Ac.		" "
3141-2	"	E.	"	"	"	0.248 Ac.		" "
3141-3	"	E.	"	"	Drain. Ease.	0.046 Ac.		" "
3141-4	"	E.	"	"	"	0.086 Ac.		" "
196	State of California	Vac.			Segment 3			

NEW S.B. CONST. IS 1' WEST OF R/W E.  
 ACCESS PROHIBITED  
 CALIFORNIA COORDINATE SYSTEM (27)-ZONE 4  
 GRID BEARINGS - GRID DISTANCES - GRID STATIONING  
 GRID FACTOR = 0.99976890  
 TO OBTAIN A GROUND DISTANCE, DIVIDE THE GRID DISTANCE BY THE GRID FACTOR.



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

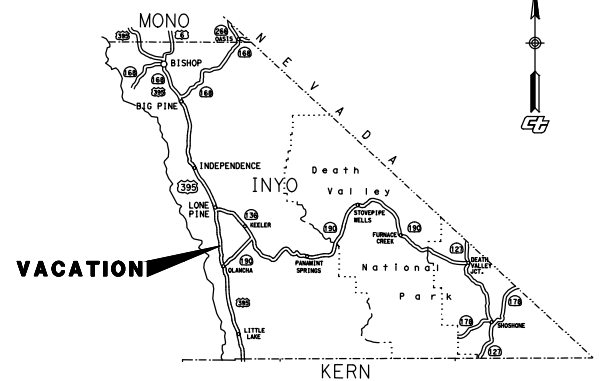
## R/W RECORD MAP

DISTRICT	COUNTY	ROUTE	POST MILE
09	INY	395	45.0
DATE	REMARKS		
6-96	C. ANDRUS-ENGR. P. RICHARD-DRAFT.		
2-70	AERIAL PHOTOGRAPHY		

FORM A

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

**LOCATION MAP**

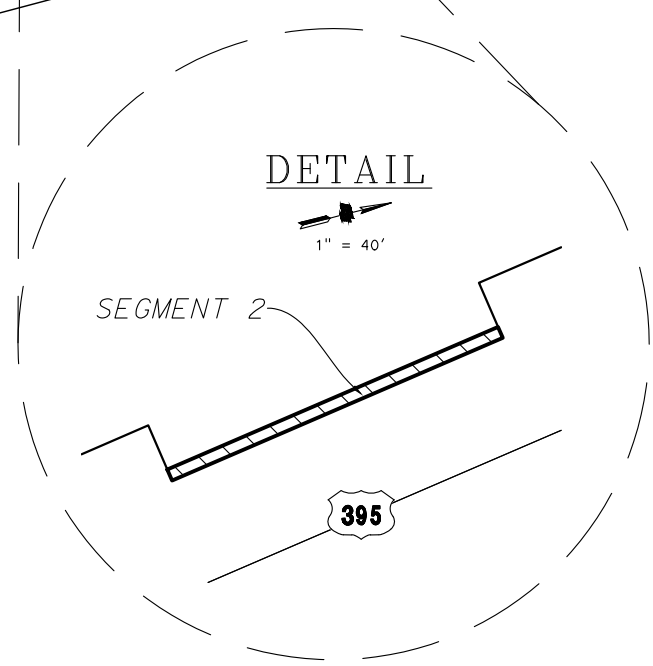
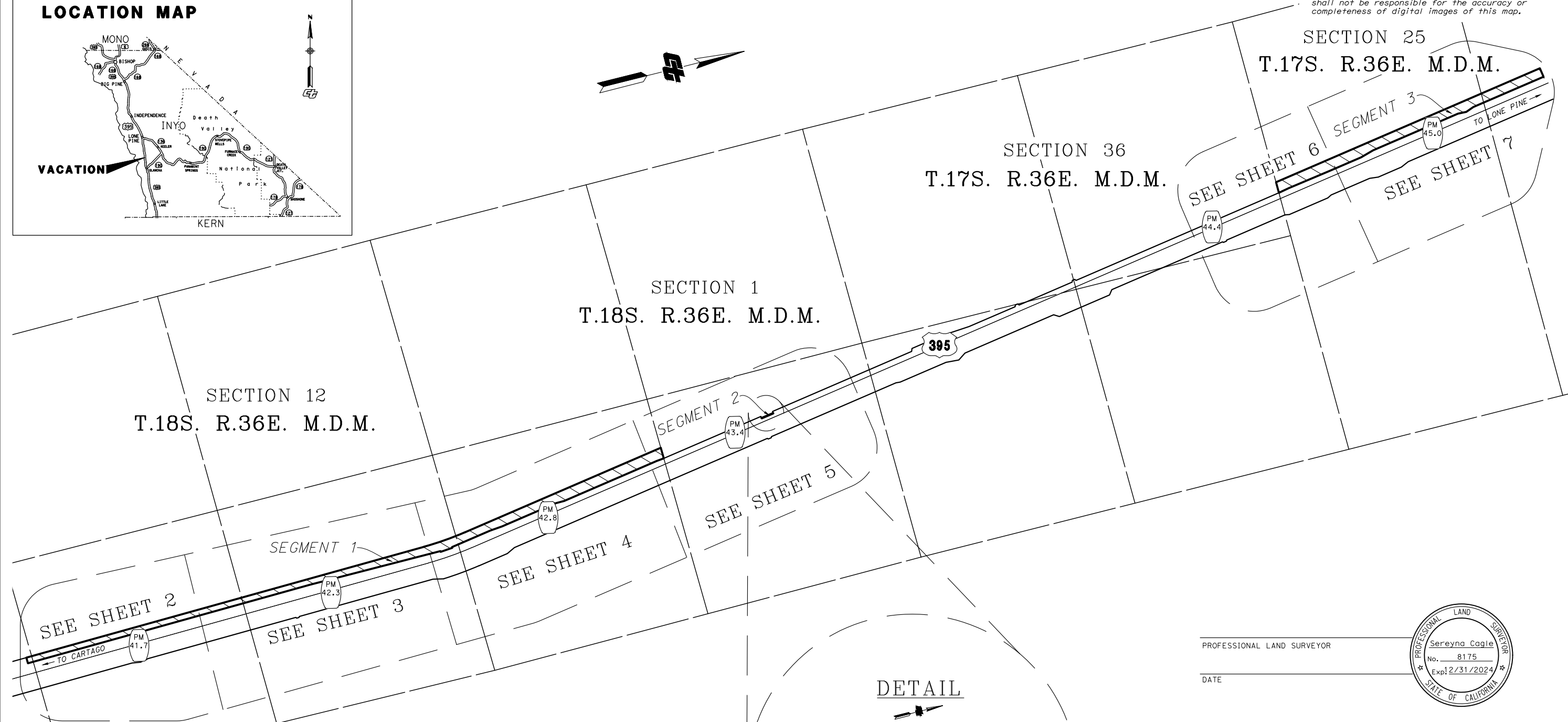


SECTION 25  
T.17S. R.36E. M.D.M.

SECTION 36  
T.17S. R.36E. M.D.M.

SECTION 1  
T.18S. R.36E. M.D.M.

SECTION 12  
T.18S. R.36E. M.D.M.



SEE SHEET 6  
SEE SHEET 7

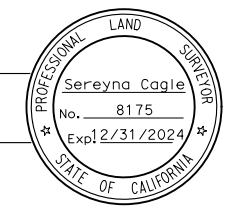
SEE SHEET 5

SEE SHEET 4

SEE SHEET 2

SEE SHEET 3

PROFESSIONAL LAND SURVEYOR  
DATE



NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

**NOTES**  
Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.

**LEGEND**  
 - - - - - Access Prohibited  
 ● Indicates Found Monument as noted  
 ■ Indicates Found Concrete Monument  
 ◆ Indicates Found Section Monument  
 ○ Indicates calculated point. (Does not imply monument set)  
 ▨ Area to Vacated

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY VACATION MAP NO. 196**

FOR PREVIOUS R/W INFORMATION SEE MAP(S) ----

FULL SIZE MAP SCALE: 1" = 600'

FEET 0 300 600 1200 1800

TO DESIGN: EA(s):21340 FA#: ----  
 DRAFTED BY:CS CHECKED BY:SC

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	INY	395	41.7-45.0	1	7

R/W PROJECT SURVEYOR: CS	BY
DATE	
REVISIONS	

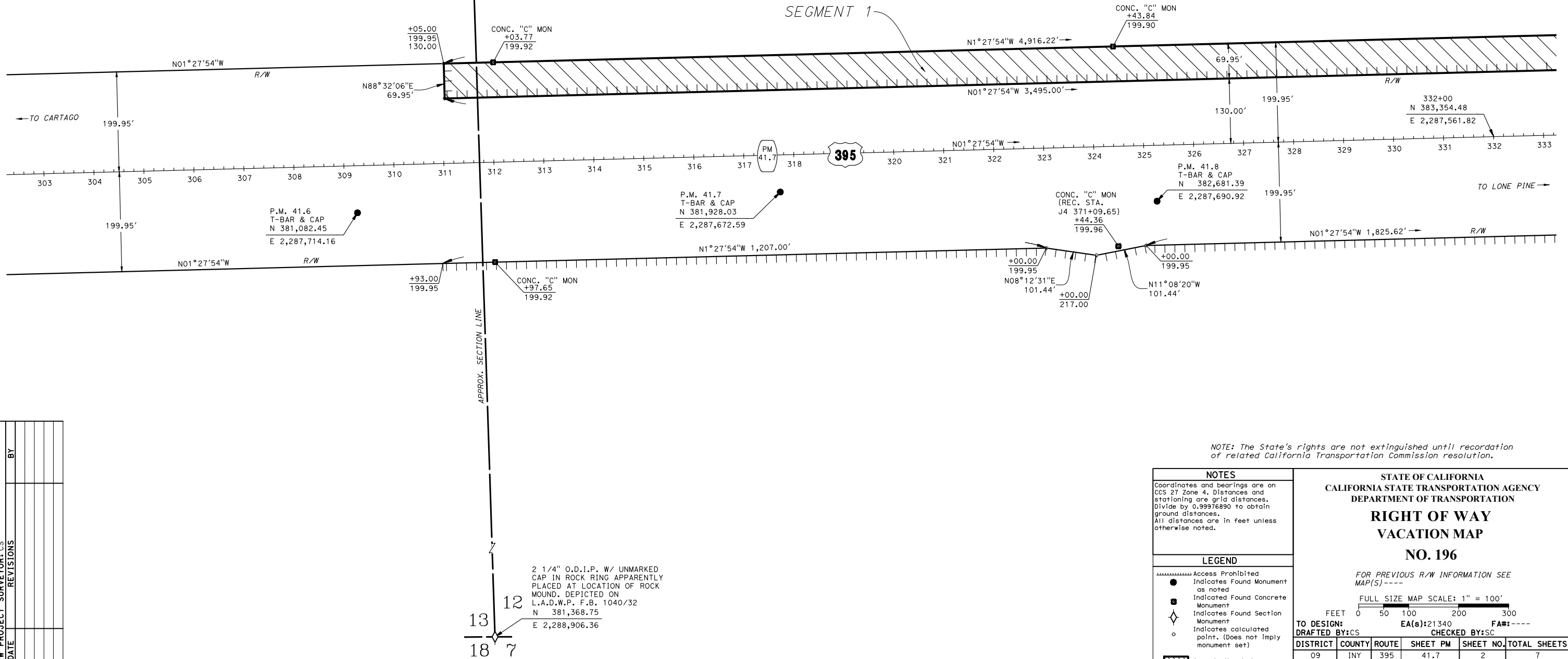
FILED \_\_\_\_\_ IN MONO COUNTY RECORDS IN STATE HIGHWAY MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ AT THE REQUEST OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PER SECTIONS 128 AND 129 OF THE STREETS AND HIGHWAYS CODE.

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

T.18S. R.36E. M.D.M.

SECTION 13

SECTION 12



NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

NOTES	
Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.	
LEGEND	
	Access Prohibited
	Indicates Found Monument as noted
	Indicates Found Concrete Monument
	Indicates Found Section Monument
	Indicates calculated point. (Does not imply monument set)
	Area to Vacated

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY  
VACATION MAP  
NO. 196**

FOR PREVIOUS R/W INFORMATION SEE MAP(S)----

FULL SIZE MAP SCALE: 1" = 100'  
FEET 0 50 100 200 300

TO DESIGN:	EA(s):21340	FA#:	----		
DRAFTED BY:CS	CHECKED BY:SC				
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	INY	395	41.7	2	7
----	----	----	----	----	----

R/W PROJECT SURVEYOR: CS	BY
DATE	REVISIONS

2 1/4" O.D.I.P. W/ UNMARKED CAP IN ROCK RING APPARENTLY PLACED AT LOCATION OF ROCK MOUND. DEPICTED ON L.A.D.W.P. F.B. 1040/32  
N 381,368.75  
E 2,288,906.36

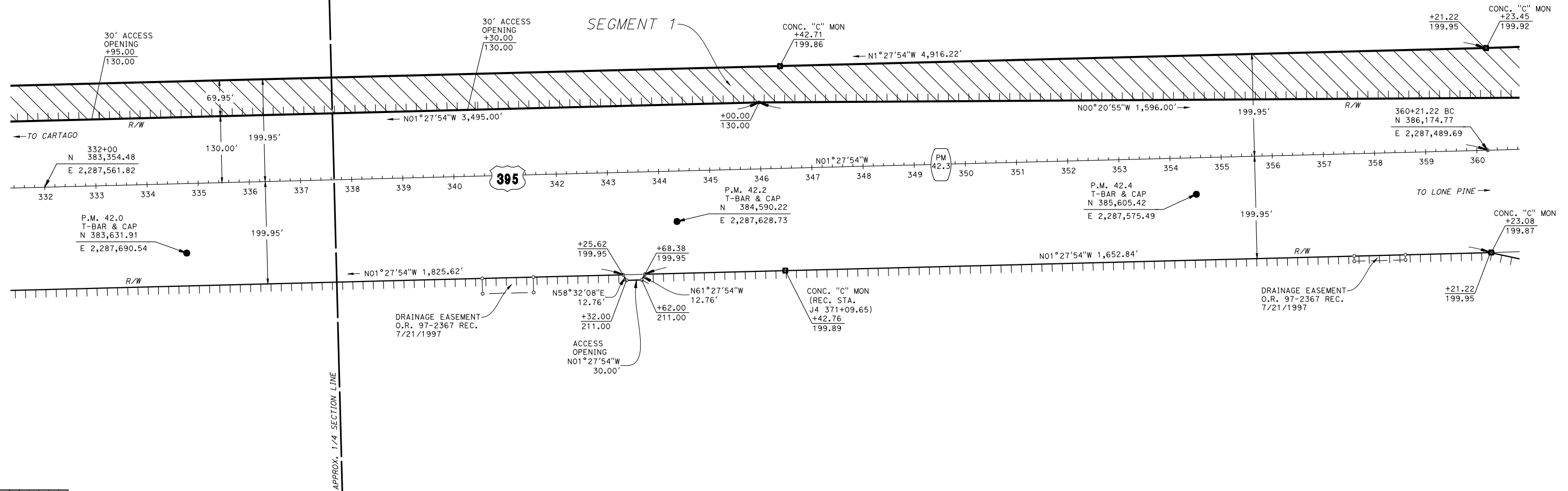
13  
12  
18  
7



NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

T.18S. R.36E. M.D.M.

SECTION 12



NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

R/W PROJECT SURVEYOR: CS	BY
DATE	
REVISIONS	

**NOTES**

Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.

**LEGEND**

- Access Prohibited
- Indicates Found Monument as noted
- Indicates Found Concrete Monument
- Indicates Found Section Monument
- Indicates calculated point. (Does not imply monument set)
- Area to Vacated

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY  
VACATION MAP  
NO. 196**

FOR PREVIOUS R/W INFORMATION SEE MAP(S)----

FULL SIZE MAP SCALE: 1" = 100'

FEET 0 50 100 200 300

TO DESIGN: EA(s):21340 FA#:----  
DRAFTED BY:CS CHECKED BY:SC

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	INY	395	42.3	3	7
----	----	----	----	----	----

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

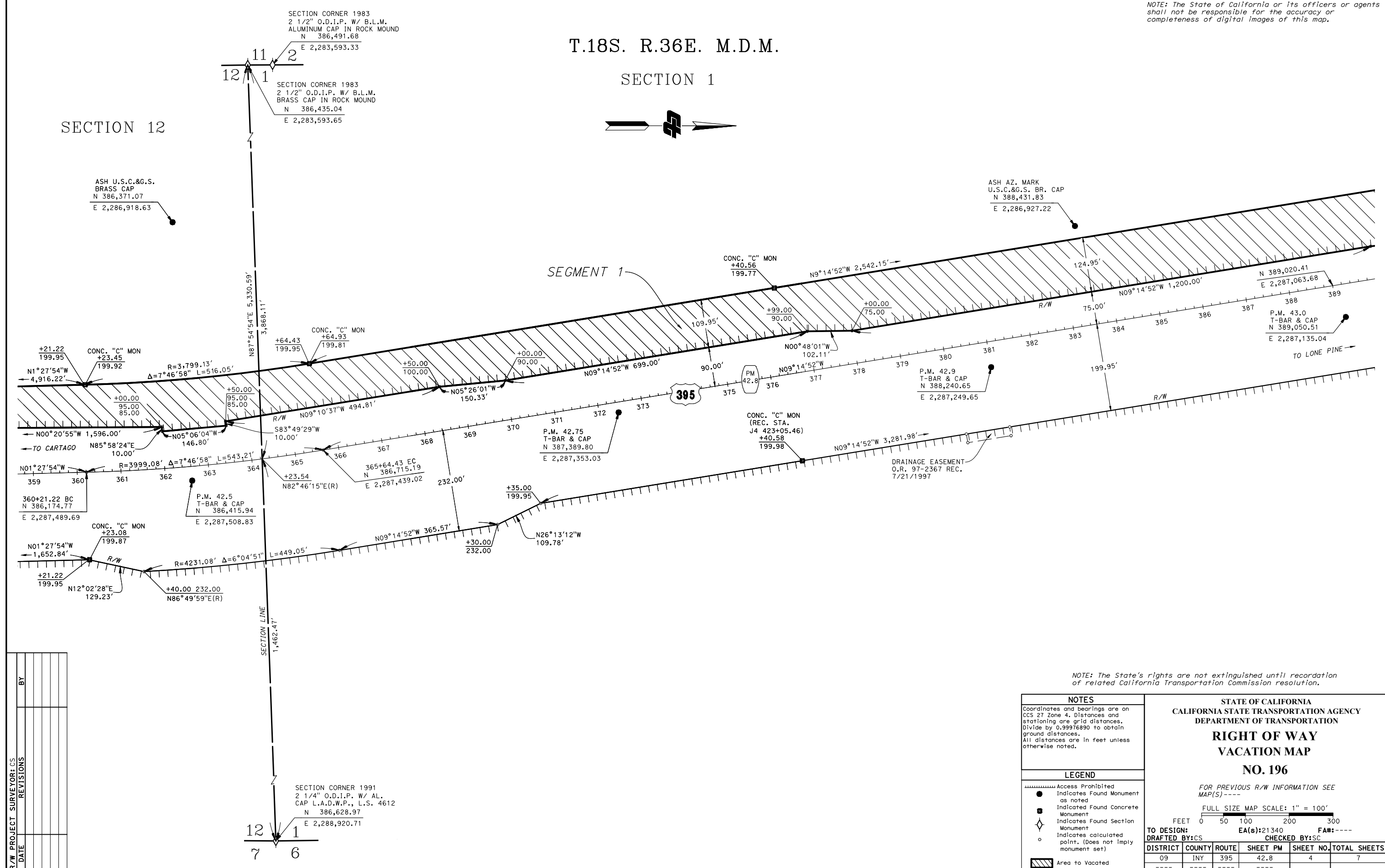
T.18S. R.36E. M.D.M.

SECTION 1



SECTION 12

SEGMENT 1



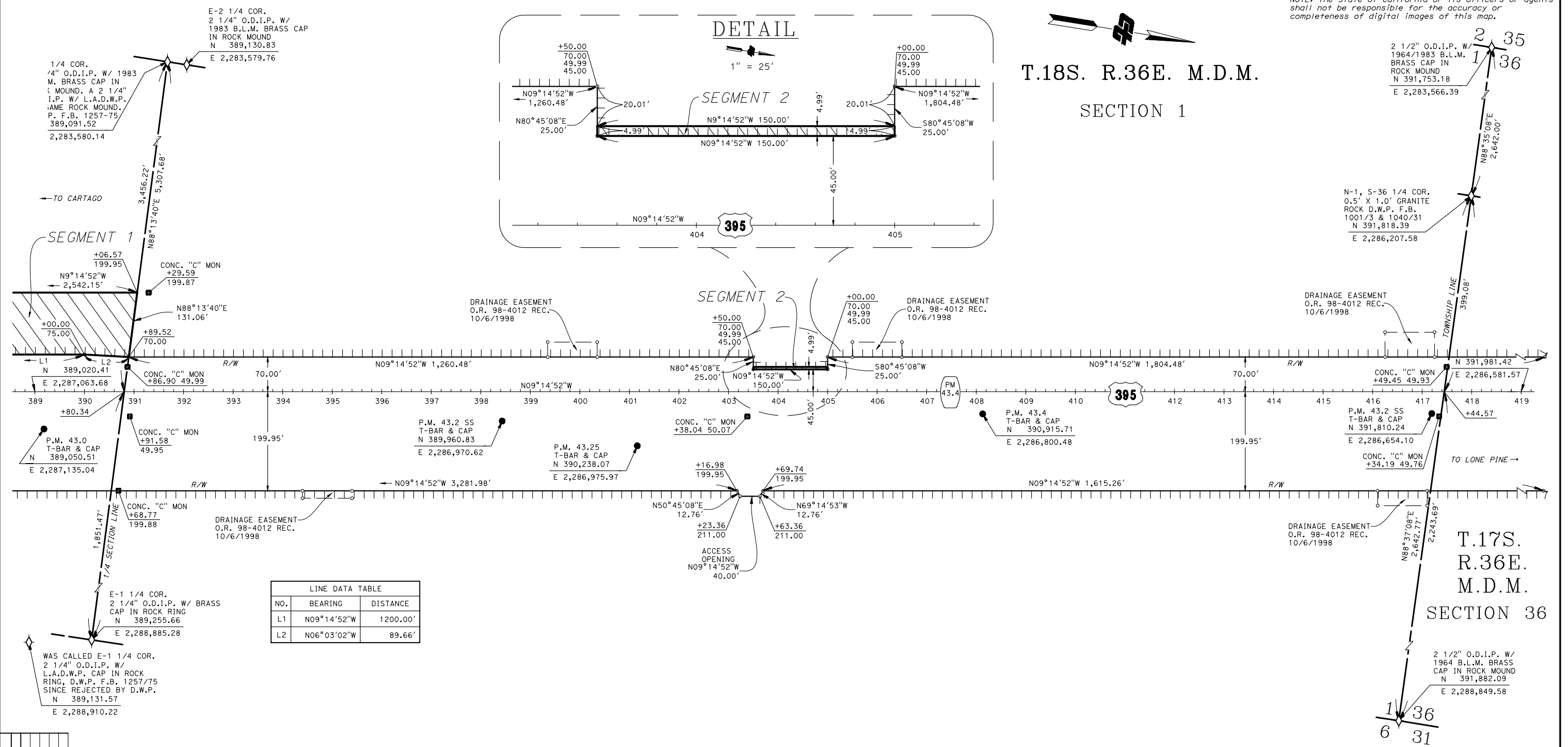
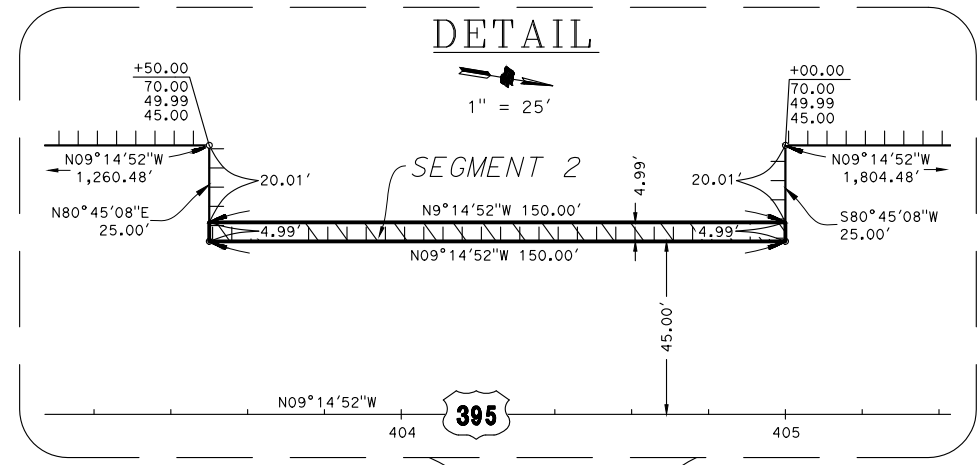
NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

<p><b>NOTES</b></p> <p>Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.</p>		<p>STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION</p> <p><b>RIGHT OF WAY VACATION MAP NO. 196</b></p> <p>FOR PREVIOUS R/W INFORMATION SEE MAP(S)----</p> <p>FULL SIZE MAP SCALE: 1" = 100'</p> <p>FEET 0 50 100 200 300</p>													
<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>----- Access Prohibited</li> <li>● Indicates Found Monument as noted</li> <li>■ Indicates Found Concrete Monument</li> <li>◇ Indicates Found Section Monument</li> <li>○ Indicates calculated point. (Does not imply monument set)</li> <li>▨ Area to Vacated</li> </ul>		<p>TO DESIGN: EA(s):21340 FA#:----</p> <p>DRAFTED BY:CS CHECKED BY:SC</p> <table border="1"> <thead> <tr> <th>DISTRICT</th> <th>COUNTY</th> <th>ROUTE</th> <th>SHEET PM</th> <th>SHEET NO.</th> <th>TOTAL SHEETS</th> </tr> </thead> <tbody> <tr> <td>09</td> <td>INY</td> <td>395</td> <td>42.8</td> <td>4</td> <td>7</td> </tr> </tbody> </table>		DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS	09	INY	395	42.8	4	7
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS										
09	INY	395	42.8	4	7										

R/W PROJECT SURVEYOR: CS	BY
DATE	
REVISIONS	

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

T.18S. R.36E. M.D.M.  
SECTION 1



LINE DATA TABLE

NO.	BEARING	DISTANCE
L1	N09°14'52\"W	1200.00'
L2	N06°03'02\"W	89.66'

R/W PROJECT SURVEYOR: CS	BY
DATE	
REVISIONS	

NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY VACATION MAP**  
**NO. 196**

FOR PREVIOUS R/W INFORMATION SEE MAP(S) ----

FULL SIZE MAP SCALE: 1" = 100'

FEET 0 50 100 200 300

TO DESIGN: EA(s):21340 F#:# ----  
DRAFTED BY:CS CHECKED BY:SC

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	INY	395	43.4	5	7

PROJECT ID: 090000030

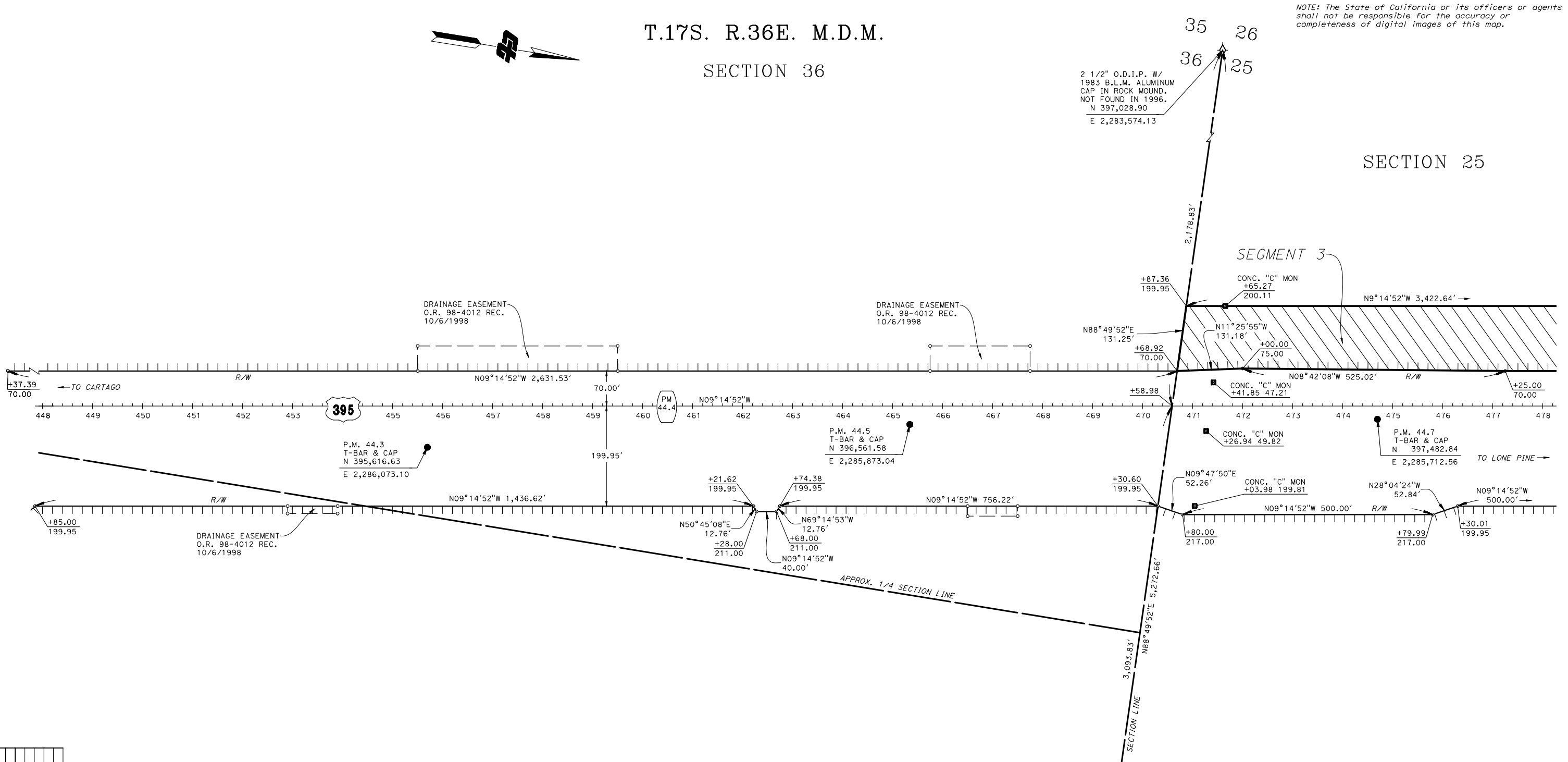
- NOTES**
- Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.
- LEGEND**
- Access Prohibited
  - Indicates Found Monument as noted
  - Indicated Found Concrete Monument
  - Indicates Found Section Monument
  - Indicates calculated point. (Does not imply monument set)
  - Area to Vacated

T.17S. R.36E. M.D.M.

SECTION 36

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

SECTION 25



R/W PROJECT SURVEYOR: CS	BY
DATE	
REVISIONS	

NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

**NOTES**  
 Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.

**LEGEND**

- Access Prohibited
- Indicates Found Monument as noted
- Indicates Found Concrete Monument
- ◇ Indicates Found Section Monument
- Indicates calculated point. (Does not imply monument set)
- ▨ Area to Vacated

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY VACATION MAP NO. 196**

FOR PREVIOUS R/W INFORMATION SEE MAP(S)----

FULL SIZE MAP SCALE: 1" = 100'

FEET 0 50 100 200 300

TO DESIGN: EA(s):21340 FA#:----  
 DRAFTED BY:CS CHECKED BY:SC

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	INY	395	44.4	6	7

2 1/2" O.D.I.P. W/ 1983 B.L.M. ALUMINUM CAP IN SMALL EARTH MOUND  
 N 397,136.47  
 E 2,288,845.70

2 1/2" O.D.I.P. W/ 1983 B.L.M. ALUMINUM CAP IN ROCK MOUND. NOT FOUND IN 1996.  
 N 397,028.90  
 E 2,283,574.13

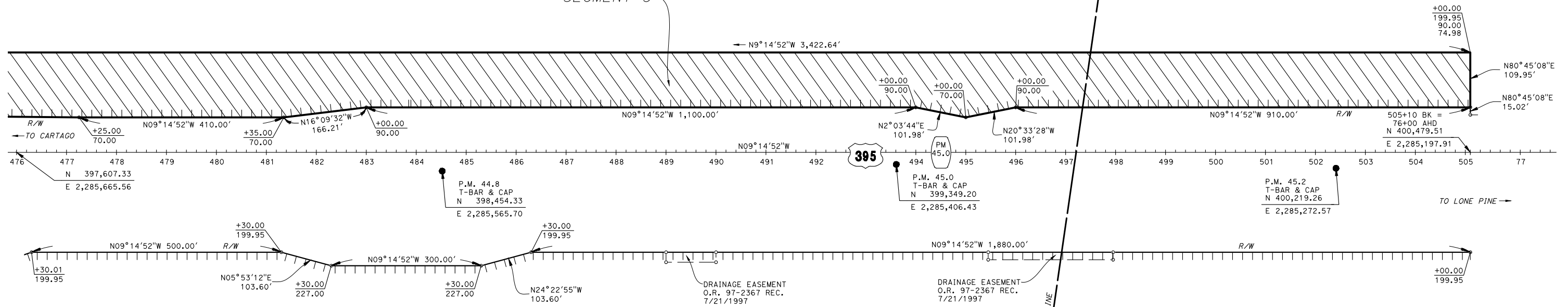
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

T.17S. R.36E. M.D.M.

SECTION 25



SEGMENT 3



NOTE: The State's rights are not extinguished until recordation of related California Transportation Commission resolution.

R/W PROJECT SURVEYOR: CS	BY
DATE	
REVISIONS	

**NOTES**  
Coordinates and bearings are on CCS 27 Zone 4. Distances and stationing are grid distances. Divide by 0.99976890 to obtain ground distances. All distances are in feet unless otherwise noted.

**LEGEND**

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- Area to Vacated

**STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY  
VACATION MAP  
NO. 196**

FOR PREVIOUS R/W INFORMATION SEE MAP(S)----

FULL SIZE MAP SCALE: 1" = 100'

FEET 0 50 100 200 300

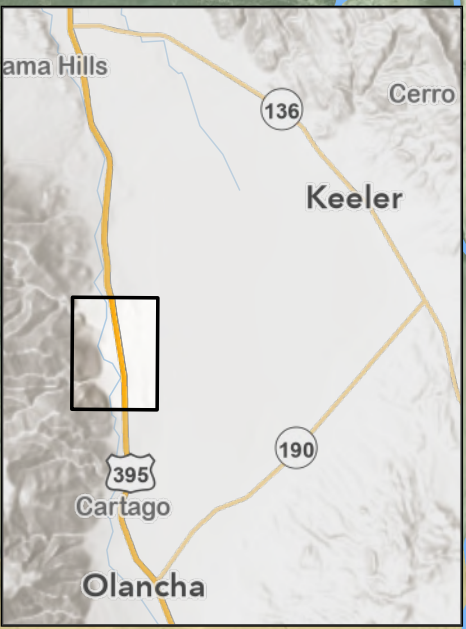
TO DESIGN: EA(s):21340 FA#:----  
DRAFTED BY:CS CHECKED BY:SC

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	INY	395	45.0	7	7

1/4 COR. 2"O.D.I.P. MARKED ON EAST & WEST FACES L.A.D.W.P. F.B. 1258/31 N 399,764.25 E 2,288,843.07

25  
30

9-INY-395  
P.M. 41.7/45.0  
Vacation 196



USFS

Los Angeles  
Aqueduct

Cottonwood Creek  
COTTONWOOD RD

Segment 3

Segment 2

395

BLM

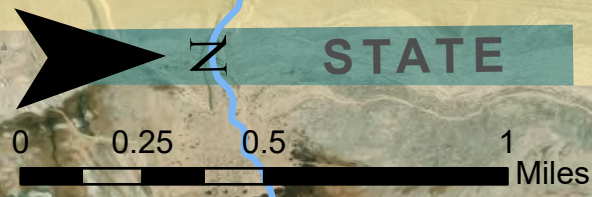
BLM

LADWP

LADWP  
Segment 2

395

LADWP



STATE

November X, 2023

Caltrans District 9  
500 South Main Street  
Bishop CA 93514

To whom it may concern:

Inyo County is in receipt of your letter dated September 28, 2023, regarding State Highway Right of Way Vacation 196.

Acquisition of this right of way was considered by the Inyo County Board of Supervisors at their November 7, 2023 meeting. At that meeting, by a vote of XXX to XXX, the Board of Supervisors decided not to request any portion of the right of way for highway purposes or nonmotorized transportation purposes.

In addition, the Board found that a vacation of this right of way is not incompatible with any general or master plan held by the County.

Sincerely,

Jen Roeser  
Chair  
Inyo County Board of Supervisors



# INYO COUNTY BOARD OF EQUALIZATION

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](mailto: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). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

## November 7, 2023

### 1 P.M.

1. **Minutes** – Request Board approve the minutes of the August 15, 2023 Board of Equalization meeting.
2. **Oaths** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
3. **Assessment Appeal Hearing** to consider the following, filed by Denver Gardens Company:
  - Assessment Appeal No. 2021-07 concerning Assessor Parcel No. 008-120-16
  - Assessment Appeal No. 2022-06 concerning APN 008-120-16
4. **Adjourn**



# MINUTES

# County of Inyo Board of EQUALIZATION

August 15, 2023

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:01 p.m., on Tuesday, August 15, 2023, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Roeser, presiding, Jeff Griffiths, Trina Orrill, Scott Marcellin, and Matt Kingsley. Also present: County Administrator Nate Greenberg, County Counsel John Vallejo, and Office Technician Hayley Carter.

Minute Approval      Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the minutes of the Board of Equalization meetings of July 11, 2023. Motion carried unanimously.

Stipulation Agreement Withdrawn      The Chairperson called the case before the Board of Equalization: Stipulation Agreement for Assessment Appeal No. 2020-26 concerning Assessor Parcel No. 039-240-01, filed by Bush Management Company.

Assessor Stottlemire explained that Board action was no longer required, that the Assessor's office agreed to adjust the roll, and the appellant agreed to withdraw the appeal.

Assessment Appeal Hearing: Appeals Withdrawn and Postponed      Assessor Stottlemire explained the following appeals filed by Bush Management Company were withdrawn:

- Assessment Appeal No. 2020-26 concerning Assessor Parcel No. 039-240-01
- Assessment Appeal No. 2021-11 concerning APN 5560081420
- Assessment Appeal No. 2021-12 concerning APN 5560081060
- Assessment Appeal No. 2021-13 concerning APN 5560080170

Assessor Stottlemire explained that both the Assessor's office and Bush Management Company were jointly requesting a postponement as a matter of right for the following appeals:

- Assessment Appeal No. 2021-09 concerning APN 392400100
- Assessment Appeal No. 2021-10 concerning APN 392400100

The Vice Chairperson recessed the meeting at 1:14 p.m. while the representative/attorney for the appellant reviewed, signed, and returned the agreement to waive the Statute of Limitations and extend the two-year period.

The Vice Chairperson reconvened the meeting with all Board members present except Supervisor Kingsley at 1:39 p.m., at which time County Counsel Vallejo confirmed receipt of the signed waiver agreement.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the joint request for postponement of the hearing for Assessment Appeal Nos. 2021-09 and 2021-10. Motion carried unanimously 4-0 with Supervisor Kingsley absent.

Adjournment      The Chairperson adjourned the Board of Equalization meeting at 1:41 p.m.

Vice Chairperson, Inyo County Board of Equalization

*Attest: NATE GREENBERG  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only <b>2021-07</b>
--

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME <b>Denver Gardens Company</b>		EMAIL ADDRESS			
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) <b>9301 Wilshire Boulevard, Suite 206</b>					
CITY <b>Beverly Hills</b>	STATE <b>CA</b>	ZIP CODE <b>90210</b>	DAYTIME TELEPHONE <b>(310) 278-8091</b>	ALTERNATE TELEPHONE ( )	FAX TELEPHONE ( )

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL) <b>Elliott Kimmel</b>		EMAIL ADDRESS <b>ekimmle@assessmentappealadvisors.com</b>			
COMPANY NAME <b>Assessment Appeal Advisors, LLC</b>					
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)					
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) <b>23586 Calabasas Road, Suite 100</b>					
CITY <b>Calabasas</b>	STATE <b>CA</b>	ZIP CODE <b>91302</b>	DAYTIME TELEPHONE <b>(818) 985-6400</b>	ALTERNATE TELEPHONE ( )	FAX TELEPHONE <b>(818) 222-2393</b>

<b>AUTHORIZATION OF AGENT</b>		
<input checked="" type="checkbox"/> <b>AUTHORIZATION ATTACHED</b>		
<p><i>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</i></p> <p><i>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</i></p>		
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE 	TITLE	DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) <b>008-120-16</b>	ASSESSMENT NUMBER (if applicable)	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
PROPERTY ADDRESS OR LOCATION <b>910 Main Street, Bishop, CA 93514</b>		DOING BUSINESS AS (DBA), if appropriate

**PROPERTY TYPE**

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input type="checkbox"/> VACANT LAND
<input checked="" type="checkbox"/> <b>COMMERCIAL/INDUSTRIAL</b>	<input type="checkbox"/> WATER CRAFT <input type="checkbox"/> AIRCRAFT	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES		

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	<b>\$2,768,881</b>	<b>\$1,500,000</b>	<b>RECEIVED</b>  <b>SEP 2 2021</b>  Inyo County Administrator Clerk of the Board
IMPROVEMENTS/STRUCTURES	<b>\$3,088,368</b>	<b>\$2,000,000</b>	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	<b>\$5,857,249</b>	<b>\$3,500,000</b>	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
  - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
  - 1. No change in ownership occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.
- C. NEW CONSTRUCTION
  - 1. No new construction occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
  - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
  - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
  - 1. All personal property/fixtures.
  - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
  - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
  - 1. Classification of property is incorrect.
  - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
  - 1. Amount of escape assessment is incorrect.
  - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
  - Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$ \_\_\_\_\_ per \_\_\_\_\_ )

- Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND *See instructions.*

- Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
	Calabasas, CA 91302	8-5-21

NAME (Please Print)  
Elliott Kimmel

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**AUTHORIZATION OF AGENT/  
DESIGNATION OF ATTORNEY**

May be filed with initial *Assessment Appeal Application* when naming an agent or when an agent or California attorney is being named when none was named in the initial application. Mail or fax the completed form to the Clerk of the Board at the address shown.

**APPLICANT AND PROPERTY INFORMATION**


NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL) <b>DENVER GARDENS COMPANY</b>				EMAIL ADDRESS <b>smoaven@dolmarinc.com</b>	
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) <b>9301 Wilshire Blvd., Suite 206</b>					
CITY <b>Beverly Hills</b>	STATE <b>CA</b>	ZIP CODE <b>90210</b>	DAYTIME TELEPHONE <b>( 310 ) 278-8091</b>	ALTERNATE TELEPHONE <b>( )</b>	FAX TELEPHONE <b>( )</b>
SECURED: ASSESSOR'S PARCEL NUMBER <b>008-120-16</b>			UNSECURED: ACCOUNT OR TAX BILL NUMBER		

**AUTHORIZATION OF AGENT**       **DESIGNATION OF CALIFORNIA ATTORNEY, STATE BAR NO.** \_\_\_\_\_

If the applicant is a corporation, limited partnership, or limited liability company, the authorization must be signed by an officer or authorized employee of the business entity.

NAME OF AGENT OR ATTORNEY <b>Elliott Kimmel</b>				EMAIL ADDRESS <b>Ekimmel@AssessmentAppealAdvisors.c</b>	
COMPANY NAME <b>Assessment Appeal Advisors, LLC</b>					
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) <b>23586 Calabasas Road Suite 100</b>					
CITY <b>Calabasas</b>	STATE <b>CA</b>	ZIP CODE <b>91302</b>	DAYTIME TELEPHONE <b>( 818 ) 985-6400</b>	ALTERNATE TELEPHONE <b>( )</b>	FAX TELEPHONE <b>( 818 ) 222-2393</b>

The above named person/company is hereby authorized to act as my agent in this application and may inspect Assessor's records, enter into stipulated agreements, and otherwise settle issues relating to this application or any *Assessment Appeal Application* in this county as indicated above.

APPLICANT SIGNATURE 	APPLICANT TITLE <b>Senior Portfolio Manager</b>
APPLICANT NAME <b>Steve Moaven</b>	DATE <b>10/20/2020</b>


The remaining sections are required only when authorizing an agent. (Not required when designating a California attorney.)

**THIS AUTHORIZATION IS FOR CALENDAR YEAR: 2021-22**

Calendar Year is January 1 through December 31. This authorization must be completed for the specific year in which the application is filed.

**CHECK AND INITIAL ONE**

The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on any and all assessments or property located within the county owned by this applicant.

 *Applicant must initial this statement.*

The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on the specific property listed above or the specific properties identified in the *Multiple Properties List* (see page 2 of this authorization).

\_\_\_\_\_ *Applicant must initial this statement.*

**CERTIFICATION OF AGENT**

*I am an agent for the applicant filing the initial Assessment Appeal Application. I hereby certify that a copy of the completed Assessment Appeal Application, attached to this authorization, has been forwarded to the applicant named in the application.*

*I have been retained as the agent for the applicant who has previously filed an Assessment Appeal Application.*

*If a copy of this form is being submitted, or the form is being submitted electronically, I will produce the original form with original signatures upon request or any action being requested will be denied.*

AGENT SIGNATURE 	PRINT AGENT NAME <b>Elliott Kimmel</b>
AGENT COMPANY NAME <b>Assessment Appeal Advisors, LLC</b>	EMAIL ADDRESS <b>Ekimmel@AssessmentAppealAdvisors.com</b>

**THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**



Mail to: Inyo County Clerk of the Board  
County Administrative Center  
P.O. Drawer N  
Independence, CA 93526  
Phone (760) 878-0373

**Non-refundable processing fee of \$22.80 due at time of filing.**

APPLICATION NUMBER: Clerk Use Only

2022-06

EMAIL ADDRESS

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME

Denver Gardens Company

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)

9301 Wilshire Boulevard, Suite 206

CITY Beverly Hills	STATE CA	ZIP CODE 90210	DAYTIME TELEPHONE (310) 278-8091	ALTERNATE TELEPHONE ( )	FAX TELEPHONE ( )
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**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)

Elliott Kimmel

EMAIL ADDRESS

ekimmel@assessmentappealadvisors.com

COMPANY NAME

Assessment Appeal Advisors, LLC

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)

23586 Calabasas Road, Suite 100

CITY Calabasas	STATE CA	ZIP CODE 91302	DAYTIME TELEPHONE (818) 985-6400	ALTERNATE TELEPHONE ( )	FAX TELEPHONE (818) 222-2393
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**AUTHORIZATION OF AGENT**

AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE

TITLE

DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) 008-120-16-00	ASSESSMENT NUMBER (if applicable)	ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
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PROPERTY ADDRESS OR LOCATION

910 N. Main Street, Bishop, CA 93514-2406

DOING BUSINESS AS (DBA), if appropriate

**PROPERTY TYPE** 

SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX

AGRICULTURAL

POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_

MANUFACTURED HOME

VACANT LAND

COMMERCIAL/INDUSTRIAL

WATER CRAFT  AIRCRAFT

OTHER: \_\_\_\_\_

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	2,768,881	1,000,000	
IMPROVEMENTS/STRUCTURES	3,088,368	2,000,000	
FIXTURES			RECEIVED
PERSONAL PROPERTY (see instructions)			SEP 12 2022
MINERAL RIGHTS			
TREES & VINES			Inyo County Administrator Clerk of the Board
OTHER			@ 1:25 p.m.
TOTAL	5,857,249	3,000,000	
PENALTIES (amount or percent)			

**THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION**

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS) *See instructions before completing this section.*

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

- The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

- 1. No change in ownership occurred on the date of \_\_\_\_\_.
- 2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.

C. NEW CONSTRUCTION

- 1. No new construction occurred on the date of \_\_\_\_\_.
- 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
- 3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

- Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

- 1. All personal property/fixtures.
- 2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

- Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

- 1. Classification of property is incorrect.
- 2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

- 1. Amount of escape assessment is incorrect.
- 2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

- Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$160 deposit per parcel )


- Are requested.  Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes  No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)	SIGNED AT (CITY, STATE)	DATE
	Calabasas, CA 91302	9-9-22
NAME (Please Print) Elliott Kimmel		

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**AUTHORIZATION OF AGENT/  
DESIGNATION OF ATTORNEY**

May be filed with initial *Assessment Appeal Application* when naming an agent or when an agent or California attorney is being named when none was named in the initial application. Mail or fax the completed form to the Clerk of the Board at the address shown.

**APPLICANT AND PROPERTY INFORMATION**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL) Denver Gardens Company				EMAIL ADDRESS smoaven@dolmarinc.com		
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) 9301 Wilshire Blvd, Suite 206						
CITY Beverly Hills	STATE CA	ZIP CODE 90210	DAYTIME TELEPHONE (310) 278-8091	ALTERNATE TELEPHONE ( )	FAX TELEPHONE ( )	
SECURED: ASSESSOR'S PARCEL NUMBER 008-120-16			UNSECURED: ACCOUNT OR TAX BILL NUMBER			

AUTHORIZATION OF AGENT     DESIGNATION OF CALIFORNIA ATTORNEY, STATE BAR NO. \_\_\_\_\_

If the applicant is a corporation, limited partnership, or limited liability company, the authorization must be signed by an officer or authorized employee of the business entity.

NAME OF AGENT OR ATTORNEY Elliott Kimmel	EMAIL ADDRESS Ekimmel@AssessmentAppealAdvisors.c
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COMPANY NAME  
Assessment Appeal Advisors, LLC

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX) 23586 Calabasas Road Suite 100						
CITY Calabasas	STATE CA	ZIP CODE 91302	DAYTIME TELEPHONE (818) 985-6400	ALTERNATE TELEPHONE ( )	FAX TELEPHONE (818) 222-2393	

The above named person/company is hereby authorized to act as my agent in this application and may inspect Assessor's records, enter into stipulated agreements, and otherwise settle issues relating to this application or any *Assessment Appeal Application* in this county as indicated above.

APPLICANT SIGNATURE 	APPLICANT TITLE Senior Portfolio Manager
APPLICANT NAME Steve Moaven	DATE 9/7/2022

The remaining sections are required only when authorizing an agent. (Not required when designating a California attorney.)

THIS AUTHORIZATION IS FOR CALENDAR YEAR: 2022

Calendar Year is January 1 through December 31. This authorization must be completed for the specific year in which the application is filed.

CHECK AND INITIAL ONE

The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on any and all assessments or property located within the county owned by this applicant.

SM Applicant must initial this statement.

The named agent is hereby authorized to file *Assessment Appeal Application* and transact all business relating to such filings on the specific property listed above or the specific properties identified in the *Multiple Properties List* (see page 2 of this authorization).

Applicant must initial this statement.

**CERTIFICATION OF AGENT**

I am an agent for the applicant filing the initial *Assessment Appeal Application*. I hereby certify that a copy of the completed *Assessment Appeal Application*, attached to this authorization, has been forwarded to the applicant named in the application.

I have been retained as the agent for the applicant who has previously filed an *Assessment Appeal Application*.

If a copy of this form is being submitted, or the form is being submitted electronically, I will produce the original form with original signatures upon request or any action being requested will be denied.

AGENT SIGNATURE 	PRINT AGENT NAME Elliott Kimmel
AGENT COMPANY NAME Assessment Appeal Advisors, LLC	EMAIL ADDRESS Ekimmel@AssessmentAppealAdvisors.com



**DECLARATION OF SERVICE**

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526.**

On **September 19, 2023**, I served the foregoing document(s) described as follows:

**LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL HEARING; HEARING DATE CONFIRMATION NOTICE**

on the following parties in said action, as shown below,

**DENVER GARDENS COMPANY  
C/O ELLIOTT KIMMEL/ASSESSMENT APPEAL ADVISORS, LLC  
23586 CALABASAS RD., STE. 100  
CALABASAS, CA 91302**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
- (By e-mail) to the following: [ekimmel@assessmentappealadvisors.com](mailto:ekimmel@assessmentappealadvisors.com)
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED:

9/19/23

  
\_\_\_\_\_  
Darcy Ellis, Assistant Clerk  
Inyo County Board of Equalization



# INYO COUNTY BOARD OF EQUALIZATION

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



September 19, 2023

Denver Gardens Company  
c/o Elliott Kimmel/Assessment Appeal Advisors, LLC  
23586 Calabasas Rd., Ste. 100  
Calabasas, CA 91302

**Re: Assessor Parcel No. 008-120-16**

Dear Mr. Kimmel/Authorized Agent,

Please be advised that Application Nos. 2021-07 and 2022-06 appealing the assessed valuation of the above referenced property have been rescheduled to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, November 7, 2023, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

These appeals were previously scheduled to be heard August 1, but a postponement was granted at the request of the applicant.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

- 1. The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
- 2. The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*

3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

**Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more).** Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). The Clerk can be contacted at (760) 878-0373.

**Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.**

Sincerely,



Darcy Ellis,  
Assistant Clerk of the Board

de  
xc: David Stottlemire, County Assessor  
John-Carl Vallejo, County Counsel

**COUNTY OF INYO  
BOARD OF  
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526  
(760) 878-0373  
dellis@inyocounty.us

**HEARING DATE CONFIRMATION NOTICE**

*This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.*

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

**Check one of the boxes below.**

I will be present on the scheduled hearing date.

Please bring \_\_\_\_\_ copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

**In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.**

**CERTIFICATION**

***I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.***

SIGNATURE ▶	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

FILING STATUS

OWNER  
  AGENT  
  ATTORNEY  
  SPOUSE  
  REGISTERED DOMESTIC PARTNER  
  CHILD  
  PARENT  
  PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: \_\_\_\_\_  
  CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**WAIVER TO EXTEND HEARING ON APPLICATION FOR CHANGED ASSESSMENT**

To be filed when the taxpayer and the County Board mutually agree to waive the two-year mandatory time period in which the Board is required to hear and make a final determination on an appeal. Mail or fax the completed form to the Clerk of the Board at the address shown.

**AGREEMENT TO WAIVE THE PROVISIONS OF REVENUE AND TAXATION CODE SECTION 1604(c) AND PROPERTY TAX RULE 309(b)**

NAME OF APPLICANT <b>Denver Gardens Company</b>		HEARING DATE (IF KNOWN) <b>08/01/2023</b>
APPLICATION NUMBER(S) <b>2021-07</b>	APPLICATION YEAR <b>2021</b>	
PARCEL NUMBER <b>008-120-16</b>	ACCOUNT OR TAX BILL NUMBER (If applicable)	

This waiver agreement extends the two-year period in which the County Board of Equalization or Assessment Appeals Board is required to conduct a hearing and make a final determination on the above referenced application(s).

- This waiver shall extend and toll indefinitely the two-year period subject to the right of the Board to reschedule the matter upon reasonable prior notice to the applicant.
- This waiver extends the two year period until \_\_\_\_\_.

**Important Note:** Revenue and Taxation Code section 5097 limits the filing of a claim for property tax refund to four years from the date taxes were paid. Unless specifically authorized by the Board of Supervisors, this waiver does **NOT** extend that four-year statute of limitations even if your appeal has not yet been heard. You should file a claim for a refund of taxes with the Board of Supervisors if this waiver extends your hearing date indefinitely or to a date beyond four years from the date the taxes subject to this appeal were paid.

- I request that my rights to file a claim for a refund be extended beyond the four-year statute of limitations. If granted, the clerk of the board will notify me of the extension period.

This waiver may be cancelled by the applicant by delivering a written notice of termination to the county board at the address shown above. Upon receipt of a cancellation notice, the county board shall hear and decide the above-referenced application within 120 days from the date the termination notice was received or within 120 days from the expiration of the original two-year period, whichever is later.

This waiver shall be effective upon execution and until such time as the Board renders its final written decision in such appeal(s), or the date indicated above, whichever is earlier.

**CERTIFICATION**

**I hereby certify that I am authorized to execute this waiver, and agree to an extension of time for the hearing beyond the two-year period of my timely filing on the application number(s) specified above.**

SIGNATURE 	DATE <b>07/25/2023</b>
PRINT NAME OF AUTHORIZED SIGNER <b>Elliott Kimmel</b>	TITLE <b>Agent</b>
COMPANY NAME <b>Assessment Appeal Advisors</b>	EMAIL ADDRESS <b>ekimmel@assessmentappealadvisors.cc</b>

- FILING STATUS
- OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED
  - CALIFORNIA ATTORNEY, STATE BAR NUMBER: \_\_\_\_\_  CORPORATE OFFICER OR DESIGNATED EMPLOYEE


**FOR COUNTY BOARD USE ONLY**

APPROVED BY COUNTY BOARD:

DATED: 7/28/23

BY: N/A  
CHAIRPERSON

- This waiver DOES NOT extend the four-year statute of limitations for filing a claim for refund.
- This waiver extends the four-year statute of limitations for filing a claim for refund to: \_\_\_\_\_.

  
CLERK OF THE BOARD

# BOARD OF EQUALIZATION COUNTY OF INYO

P. O. Drawer N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

## HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME* August 1, 2023, 1 p.m.	APPLICATION NUMBER(S) 2021-07 & 2022-06
HEARING LOCATION Board of Supervisors Room, 224 W. Edwards, Independence, CA	APPLICANT Denver Gardens Company
PARCEL OR ASSESSMENT NUMBER(S) 008-120-16	

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (760) 878-0373.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)


I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

### CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE 	DATE 07/24/2023
PRINT NAME OF AUTHORIZED SIGNER Elliott Kimmel	TITLE Agent
COMPANY NAME Assessment Appeal Advisors, LLC	EMAIL ADDRESS ekimmel@assessmentappealadvisors.com

OWNER  AGENT  ATTORNEY  SPOUSE  REGISTERED DOMESTIC PARTNER  CHILD  PARENT  PERSON AFFECTED  
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: \_\_\_\_\_  CORPORATE OFFICER OR DESIGNATED EMPLOYEE

COUNTY OF INYO  
BOARD OF  
EQUALIZATION

P.O. Drawer N, Independence, CA 93526  
(760) 878-0373  
dellis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME* 11/07/2023 1 p.m.	APPLICATION NUMBER(S) 2021-07 & 2022-06
HEARING LOCATION Board of Supervisors Room, 224 N. Edwards, Independence, CA 93526	APPLICANT Denver Gardens Company
PARCEL OR ASSESSMENT NUMBER(S) 008-120-16	

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE 	DATE 10/16/2023
PRINT NAME OF AUTHORIZED SIGNER Elliott Kimmel	TITLE Agent
COMPANY NAME Assessment Appeal Advisors	EMAIL ADDRESS ekimmel@assessmentappealadvisors.com
FILING STATUS <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AGENT <input type="checkbox"/> ATTORNEY <input type="checkbox"/> SPOUSE <input type="checkbox"/> REGISTERED DOMESTIC PARTNER <input type="checkbox"/> CHILD <input type="checkbox"/> PARENT <input type="checkbox"/> PERSON AFFECTED <input type="checkbox"/> CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ <input type="checkbox"/> CORPORATE OFFICER OR DESIGNATED EMPLOYEE	



COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX  
[inyottc@inyocounty.us](mailto:inyottc@inyocounty.us)

ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR

Inyo County Capital Asset Leasing Corporation  
Annual Financial Report  
For the meeting of  
November 7, 2023

**History:**

In 1990, the Inyo County Capital Asset Leasing Corporation (CALC) issued Certificates of Participation (COPs) in the total amount of \$5,000,000.00 for the primary purpose of financing a new County Jail and Juvenile Detention Facility. In 1999, the County paid down the outstanding COP principal by \$900,000.00 and issued refunding COPs in the amount of \$2,940,000.00 in order to take advantage of lower interest rates, and thereby reduce the County's interest costs and annual debt (lease) payments. The County posted Assessor's Parcel Number 002-133-02 (new County Jail land and improvements) as collateral on the 1999 Refunding COPs.

**Cash Assets:**

On February 1, 2011, the final payment on the financing for the County Jail and Juvenile Facility was made, effectively bringing the Reserve fund to a zero balance, and closing the account. There are currently no cash assets.

**Current Standing:**

The Capital Asset Leasing Corporation currently has no issuances. The Corporation remains in effect and positioned to provide services for any future debt service financing the County may enter into.

Please note that the new Consolidated Office Building was not financed through the CALC. This Corporation is for issuing debt and the County of Inyo did not issue debt to finance the building.

**Bond Rating:**

Over the life of the financing, Moody's Investor Service rated the County's 1999 Refunding COPs at Baa1. This rating has since been reaffirmed. A bond rating is partly influenced by an Agency's cash reserves and reserve policies. I would like to acknowledge the recent efforts made by your Board to continue to strengthen the County's reserves.

Prepared by: Alisha McMurtrie, Treasurer-Tax Collector



# GFOA Recommends Governments Rethink Their Reserve Policies

September 15, 2023

The Government Finance Officers Association (GFOA) recently published a report entitled *Should We Rethink Reserves? A Multimillion Dollar Question* recommending that governments use risk analysis techniques to optimize the use of their reserves beyond adhering to traditional reserve standards. This approach can allow governments to tailor their reserve needs to their particular circumstances rather than following a “one size fits all” policy. The considerations in the report are based on lessons learned from GFOA’s consulting work with governments as well academic research.

## *Reserves Versus Fund Balance*

The terms reserves and fund balances are often used interchangeably, but they have different meanings.

Reserves is a budgetary policy term that describes additional available, liquid resources, such as cash and investments outside the budget, to be used if appropriated funds are insufficient. These funds may be used for contingencies, emergencies or other unplanned events.

Fund balance, however, is an accounting term referring to the difference between assets and liabilities, or the net position of governmental funds calculated according to generally accepted accounting principles (GAAP). GAAP establishes five components of fund balance. The first two, nonspendable and restricted fund balance, are resources that cannot be spent because of legal or contractual restrictions. The remaining three components—committed, assigned and unassigned fund balance—involve constraints that can be lifted by the government and used for any purpose.

## *Current GFOA Fund Balance Policy*

GFOA has recommended for many years that general purpose governments maintain unrestricted budgetary fund balance in their general fund of at least two months of regular general fund operating revenues or regular general fund operating expenditures. A lower unrestricted fund balance may be appropriate for states and larger governments, such as cities and counties, because they can often better predict contingencies and they typically have diverse revenue streams.

GFOA also recommends that governments establish a formal unrestricted fund balance policy that considers the government’s specific circumstances. Factors to be considered in fund balance policy include: revenue predictability and expenditure volatility; perceived exposure to one-time disasters or immediate expenses; the potential drain on general fund resources from other funds and the availability of resources in other funds; the potential impact on the government’s bond rating and borrowing costs; and funds that are already committed or assigned for specific purposes.

The rating agencies associate the level of ratings with fund balance amounts. For example, Moody’s associates an “AAA” rating with fund balances in excess of 35% of revenues, the “Aa” rating with fund balances between 35% and 25% and the “A” rating with 25% to 15%. However, factors other than fund balance, such as economic conditions, debt management policies, administrative issues and financial performance also contribute to ratings. Overall, a majority of the ratings evaluation is based on factors other than the size of fund balance.

Many Chicago area governments have developed formal unreserved fund balance policies or “rainy day” funds to mitigate financial risks and revenue shortfalls. For example, Cook County’s reserve policy maintains an unassigned fund balance in the General Fund of no less than two months (16.67%) or “floor,” and a

“ceiling” of three months’ worth (25.0%) of the General Fund’s total expenditures, plus total other financing uses (e.g., transfers out) from the most recent audit. If the unassigned fund balance drops below the two month “floor” of audited General Fund expenditures, the policy directs the County to develop an action plan to replenish the fund balance in coordination with the annual adopted budget. If the unassigned fund balance exceeds the three-month “ceiling,” the County can use these funds to pay for nonrecurring expenses, an outstanding liability (i.e., pensions or bonded debt) or transfer it to a committed or assigned fund balance in the following fiscal year. The County’s policy indicates that it will also maintain an assigned fund balance for purposes of a Pension Stabilization Fund. This fund is used to offset unanticipated increases in the pension contributions to the Cook County Pension Fund.

### ***Why Rethink Reserves?***

The GFOA recognizes that its longstanding best practice guidance on reserve levels may not be individualized enough to optimize a government's reserves based on local risk factors. GFOA cites four reasons why governments should rethink their strategies on reserves.

- 1. There is increasing uncertainty and volatility in the world, particularly related to economic disruptions and severe weather.*
- 2. There is a growing lack of public trust in governments and experts. This can be manifested in opposition to governments holding large reserves rather than using those resources for current expenses.*
- 3. Government increasingly faces serious resource constraints, driven by rising employee benefit costs, legal restrictions on revenue increases and stagnant revenue growth. These limits suggest that governments reconsider the use of all resources, including reserves, to meet these financial demands.*
- 4. Advances in information technology allow governments to better analyze and devise optimal reserve strategies.*

### ***Risks Governments Face***

Governments face a number of risks on an ongoing basis, including risks related to financial and economic disruptions such as a recessions or rising pension costs, public health emergencies such as the COVID 19 pandemic, public safety challenges such as rising crime rates and severe weather events such as hurricanes, fires, flooding and snowstorms.

Reserves are an important tool for helping to manage these risks. However, GFOA believes there are several issues with the traditional model of using reserves as savings accounts, rather than as a risk management tool. Focusing on savings ignores the issue of opportunity costs, in which the governments forego potential benefits by choosing one alternative over another. Also, taxpayers may object to governments holding large reserves rather than using funds for current expenses or cutting taxes. Reserve funds might be better used to benefit the current generation of taxpayers if they are used now.

Given these considerations, GFOA suggests that governments consider using an insurance model as the basis of determining the appropriate levels of reserves rather than the current focus on a savings account model. They should not discard the traditional model of using reserves as savings accounts for cash flow purposes, contingencies, or a sinking fund to accumulate resources to “prepay” for desired capital investments or programs. Rather, they should consider adopting a more comprehensive and nuanced approach that employs reserves as a self-insurance strategy and also considers using commercial insurance policies to supplement reserves for events with potentially severe consequences with a lower probability of occurrence. In sum, self-insurance and commercial insurance strategies can complement each other to optimize a government’s risk strategy.

# MINUTES

# County of Inyo CAPITAL ASSET LEASING CORPORATION

October 25, 2022

The Board of Directors of the Capital Asset Leasing Corporation of the County of Inyo, State of California, met at the hour of 11:55 a.m., on October 27, 2020, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Supervisors Dan Totheroh, Jeff Griffiths, Rick Pucci, Jennifer Roeser, and Matt Kingsley.

**Election of  
Officers**

Vice Chairperson Roeser recessed the Board of Supervisors meeting at 11:55 a.m., to convene as the Capital Asset Leasing Corporation to conduct the Corporation's Annual Meeting. She turned the meeting over to 2021-2022 President Rick Pucci, who called for nominations for 2022-2023 President.

Moved by President Pucci and seconded by Director Roeser to nominate and elect Director Kingsley as President for 2022-2023. Motion carried unanimously, 4-0 with Director Totheroh absent.

President Kingsley resumed the nominations.

Moved by Director Roeser and seconded by Supervisor Pucci to nominate and elect Director Griffiths as secretary. Motion carried unanimously, 4-0 with Director Totheroh absent.

Moved by Director Griffiths and seconded by Director Pucci to nominate and elect Director Roeser as Treasurer. Motion carried unanimously, 4-0 with Director Totheroh absent.

**Minute Approval**

Moved by Director Griffiths and seconded by Director Roeser to approve the minutes of the October 26, 2021 meeting of the Capital Asset Leasing Corporation. Motion carried unanimously, 4-0 with Director Totheroh absent.

**Financial Update**

Inyo County Treasurer-Tax Collector Alisha McMurtrie gave a report on the corporation's history and current status. She noted that the County does have long-term debt currently, but none that is being issued through the Capital Asset Leasing Corporation. She said the County has the option of suspending the corporation until it needs it in the future. The Board agreed they would like to hear more about this option at the next Capital Asset Leasing Corporation meeting.

**Adjournment**

President Kingsley adjourned the meeting of the Capital Asset Leasing Corporation at 12:03 p.m.

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President, Inyo County Capital Asset Leasing Corporation

*Attest: Nate Greenberg  
Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*

# Agenda

## County of Inyo Capital Asset Leasing Corporation

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

**November 7, 2023**

Start Time

**11:45 A.M.**

1. **Election of Officers** – The Corporation will elect a President, Secretary and Treasurer for the Corporation.
2. **Approval of Minutes** – The Corporation will consider approval of the October 25, 2022 Capital Asset Leasing Corporation meeting minutes.
3. **Financial Report** – Inyo County Auditor-Controller Amy Shepherd will present a Financial Report on the Corporation on behalf of Treasurer-Tax Collector Alisha McMurtrie.
4. **Adjourn** – The President will adjourn the meeting. (The Board of Supervisors Chairperson will then reconvene the Board meeting.)



# 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:  
2023-4256

### Inyo County/Los Angeles Standing Committee Meeting - November 9, 2023 Water Department ACTION REQUIRED

#### ITEM SUBMITTED BY

Holly Alpert, Water Director

#### ITEM PRESENTED BY

Holly Alpert, Water Director

#### RECOMMENDED ACTION:

Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for November 9, 2023.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Inyo County in person in Independence. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

The Standing Committee agenda was in development at the time this agenda request was prepared. A final agenda will be circulated when it is completed. The draft agenda includes approval of actions taken at the May 2023 meeting; a report on runoff and operations, including a forecast for the 2023/2024 winter; a report on current vegetation conditions in Owens Valley; and a presentation of images and observations from the 2022/2023 winter and runoff seasons, including a discussion of Owens Lake and Tropical Storm Hilary.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

LADWP

**ATTACHMENTS:**

1. Standing Committee Draft Agenda - November 9, 2023

**APPROVALS:**

Holly Alpert	Created/Initiated - 10/20/2023
Darcy Ellis	Approved - 10/23/2023
Holly Alpert	Approved - 10/23/2023
Keri Oney	Approved - 10/24/2023
Amy Shepherd	Approved - 10/24/2023
John Vallejo	Approved - 10/25/2023
Nate Greenberg	Final Approval - 11/1/2023

## AGENDA

# INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 a.m.  
November 9, 2023

Board of Supervisors Room  
Inyo County Administrative Center  
224 North Edwards St  
Independence, CA

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has signed AB 361 that temporarily modifies certain requirements of the Brown Act. The Inyo County/Los Angeles Standing Committee will conduct this meeting both in person and via a Zoom webinar. The Zoom webinar is accessible to the public at:

Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

Remote participation for members of the public is provided for convenience only. If the remote participation connection malfunctions for any reason, the Inyo County Water Department reserves the right to conduct the meeting without remote access.

Anyone wishing to make either a general public comment or comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the **"Raise hand" feature** when appropriate in the Zoom meeting. The meeting Chair will call on those who wish to speak. Individuals that phone into the Zoom meeting wishing to make a public comment may do so by pressing \*9 to **"Raise Hand"**. Written public comment, limited to **250 words or less**, may be emailed to [halpert@inyocounty.us](mailto:halpert@inyocounty.us). Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon.

1. Welcome and introductions
2. Public comment
3. Action Item: Approval of documentation of actions from the May 26, 2023, meeting
4. Runoff and operations update
5. Report on current vegetation conditions
6. Presentation on 2023 images and observations
7. Schedule for future Standing Committee meetings

February 1, 2024 (Los Angeles) – date tentative

May 16, 2024 (Inyo County)

August 8, 2024 (Los Angeles) - tentative

November 7, 2024 (Inyo County)

8. Adjourn

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To join zoom:





# 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:  
2023-4225

### Ordinance Amending Subsections of the Inyo County Code Regarding Certain Elected Official Salaries

#### County Administrator - Personnel

ACTION REQUIRED

**ITEM SUBMITTED BY**

Inyo County Personnel

**ITEM PRESENTED BY**

Sue Dishion, Assistant County Administrator

**RECOMMENDED ACTION:**

Waive the first reading of an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries," and set enactment for Tuesday, November 28, 2023 in the Board of Supervisors Chambers in Independence.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The changes to this Ordinance outline exactly what benefits the Sheriff is eligible to receive that are specific to the Law Enforcement Administrators Association MOU.

There is no cost associated with this requested change. This request is only for clarification purposes.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	022700
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure / Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
There is no cost associated with this request.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Should your Board not approve this item, the banding articulated in the Management Compensation Policy would be upset and the associated salary would be in violation of that policy, as well as issues with compaction created within the department.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

County Counsel

**ATTACHMENTS:**

1. 23-0925 Ordinance.Sheriff.2.88.11.02.2023

**APPROVALS:**

Darcy Ellis	Created/Initiated - 10/24/2023
Darcy Ellis	Approved - 10/24/2023
Sue Dishion	Approved - 11/1/2023
Keri Oney	Approved - 11/1/2023
John Vallejo	Approved - 11/2/2023
Amy Shepherd	Approved - 11/2/2023
Nate Greenberg	Final Approval - 11/2/2023

**ORDINANCE**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SUBSECTION 2.88.040(G) OF THE INYO COUNTY CODE REGARDING CERTAIN ELECTED OFFICIAL SALARIES**

**WHEREAS**, Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance; and

**WHEREAS**, by this ordinance, the Board of Supervisors intends to clarify its intention when it adopted Ordinance 1298 on or about May 16, 2023, to help ensure the previously adopted salary schedule for elected officials is not affected by separate MOU negotiations with certain bargaining units, but this Ordinance does not make any substantive change to the provisions of that Ordinance underlying this action.

Now, therefore, the Board of Supervisors of the County of Inyo hereby ordains as follows:

**Section I: Code Amendment.**

Sub-Section 2.88.040(G) of the Inyo County Code is hereby amended in its entirety to read as follows:

“G. Other Benefits: Except for the coroner and sheriff, elected officials shall receive longevity pay and be eligible to participate in the flexible benefit plan and deferred compensation plan as provided to appointed county officials as a group. The Sheriff will be provided the same retention incentive pay and be eligible to participate in the flexible benefit plan, deferred compensation plan, 401A plan, safety medical, safety vision, safety dental, long term disability, and clothing allowance as provided to the Law Enforcement Administrator’s Association.”

**SECTION II: Severability.**

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

**SECTION III: EFFECTIVE DATE.**

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

PASSED AND ADOPTED this    day of    , 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:     Nate Greenberg  
                 Clerk of the Board

BY: \_\_\_\_\_  
     Darcy Ellis  
     Assistant Clerk of the Board

OCH/BOARD.ORD



# 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:  
2023-4238

### Strategic Planning Introduction County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

This is an informational item. However, your Board may provide recommendations or directions to Staff as appropriate.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Strategic Planning allows an organization to clearly articulate a vision for their future, and ultimately allocate the resources necessary to execute that plan. While Inyo County has made an effort to establish a Legislative Platform and effectively determine priorities based on budgetary allocation, it has never conducted a complete strategic planning exercise. Given the large number of significant projects being undertaken by the organization, and a limited set of resources, developing and adopting a multi-year strategic plan will greatly help staff and the Board ensure that the right priorities are being focused on, and the appropriate resources are assigned to make sure that initiatives can be effectively executed.

This item will introduce the proposed strategic planning process which will be led by Administration over the coming months and provide the Board and staff the opportunity to discuss the process, objectives, and gain clarity around the desired outcomes.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. 2024 Strategic Planning Process V2

**APPROVALS:**

Nate Greenberg	Created/Initiated - 11/1/2023
Darcy Ellis	Approved - 11/2/2023
Meaghan McCamman	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Amy Shepherd	Final Approval - 11/2/2023



# 2024 STRATEGIC PLANNING KICKOFF

INYO COUNTY BOARD OF SUPERVISORS | NOVEMBER 7, 2023

# WHAT IS STRATEGIC PLANNING?



**Ongoing process to document the organization's intended direction**

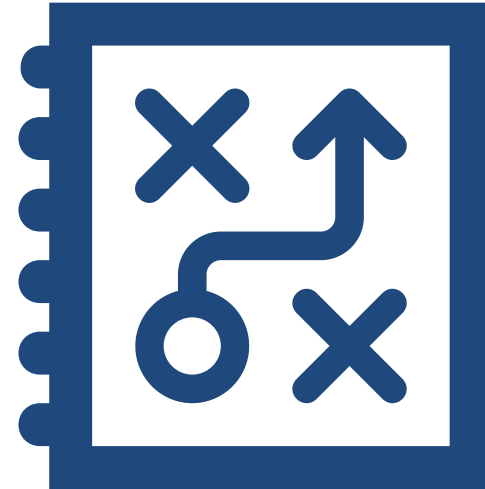
- Harvard Business Review



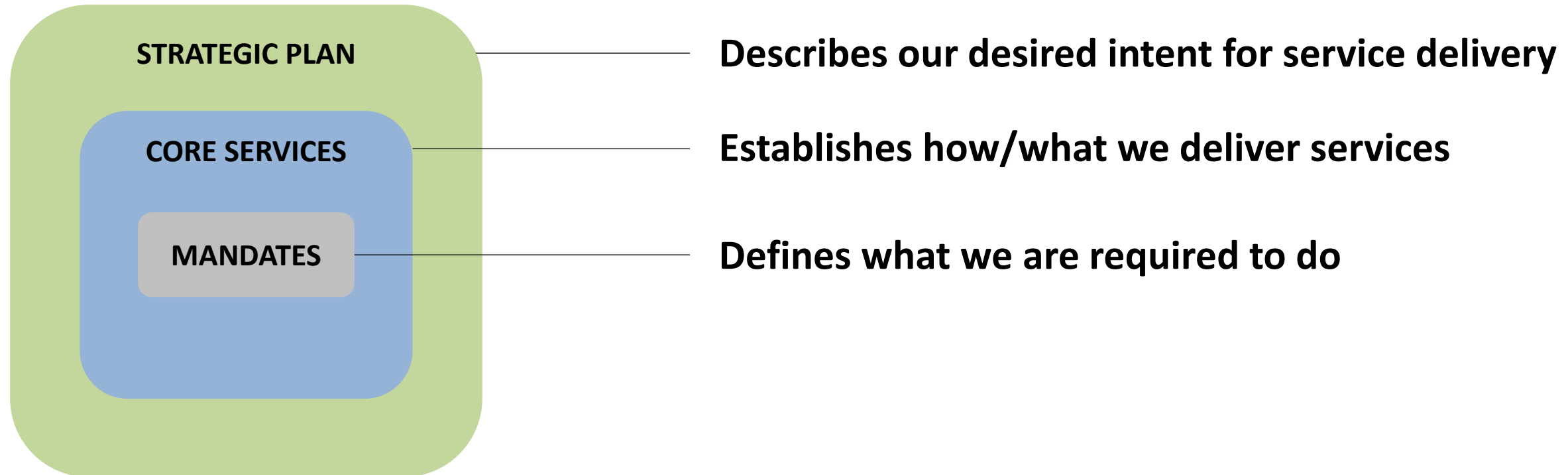
# WHY PLAN STRATEGICALLY?



- **Set Clear Priorities and Expectations**
  - Effectively allocate resources
  - Align budget to priorities
- **Define Services & Service Delivery Models**
  - Clarify capacity and set expectations
- **Develop Organization Culture**
  - Achieve Vision & Mission clarity
  - Value setting
- **Establish Organizational Transparency**
  - Post Pandemic Recalibration
  - Leadership Changes
  - Develop data-informed success measures



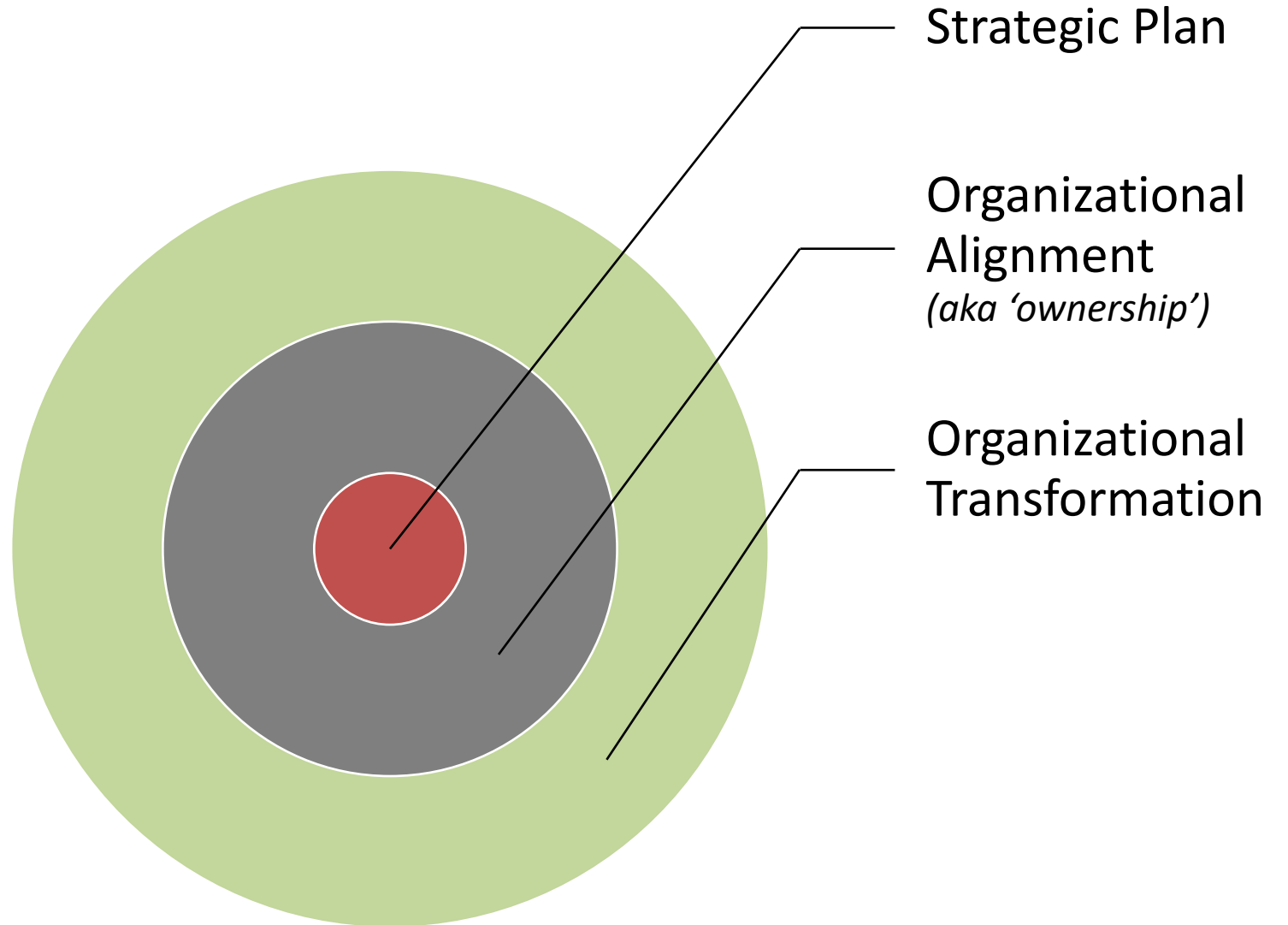
# IMPROVING SERVICE DELIVERY THROUGH STRATEGIC PLANNING



# STRATEGIC PLANNING AND PERFORMANCE MANAGEMENT



Creating and sustaining a high-performing organization depends on integration between organizational objectives and individual expectations



# PERFORMANCE MANAGEMENT



PUBLIC

BOARD

ADMINISTRATIVE

DEPARTMENTAL

STAFF

Service  
Delivery  
Expectations

Customer  
Satisfaction

Performance  
Metrics

Operational  
Effectiveness

Deliverables  
&  
Performance

Project Management

Performance Evaluations

Career Advancement

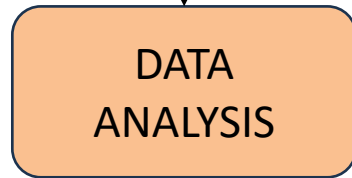
Staffing Levels

Customer Satisfaction

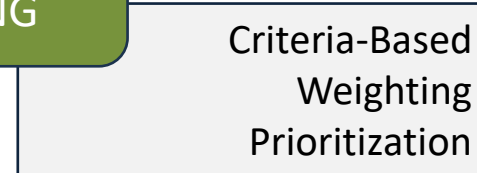
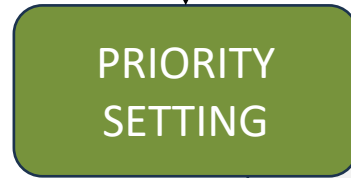
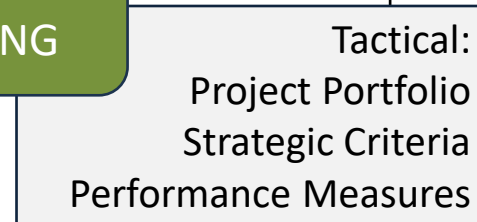
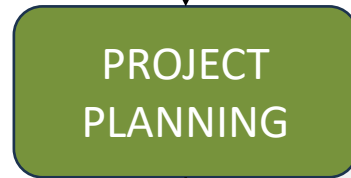
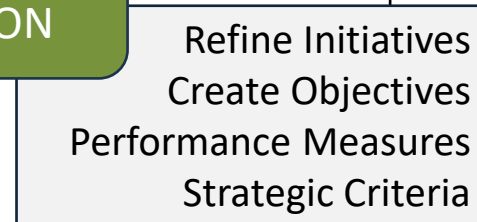
# STRATEGIC PLANNING PROCESS



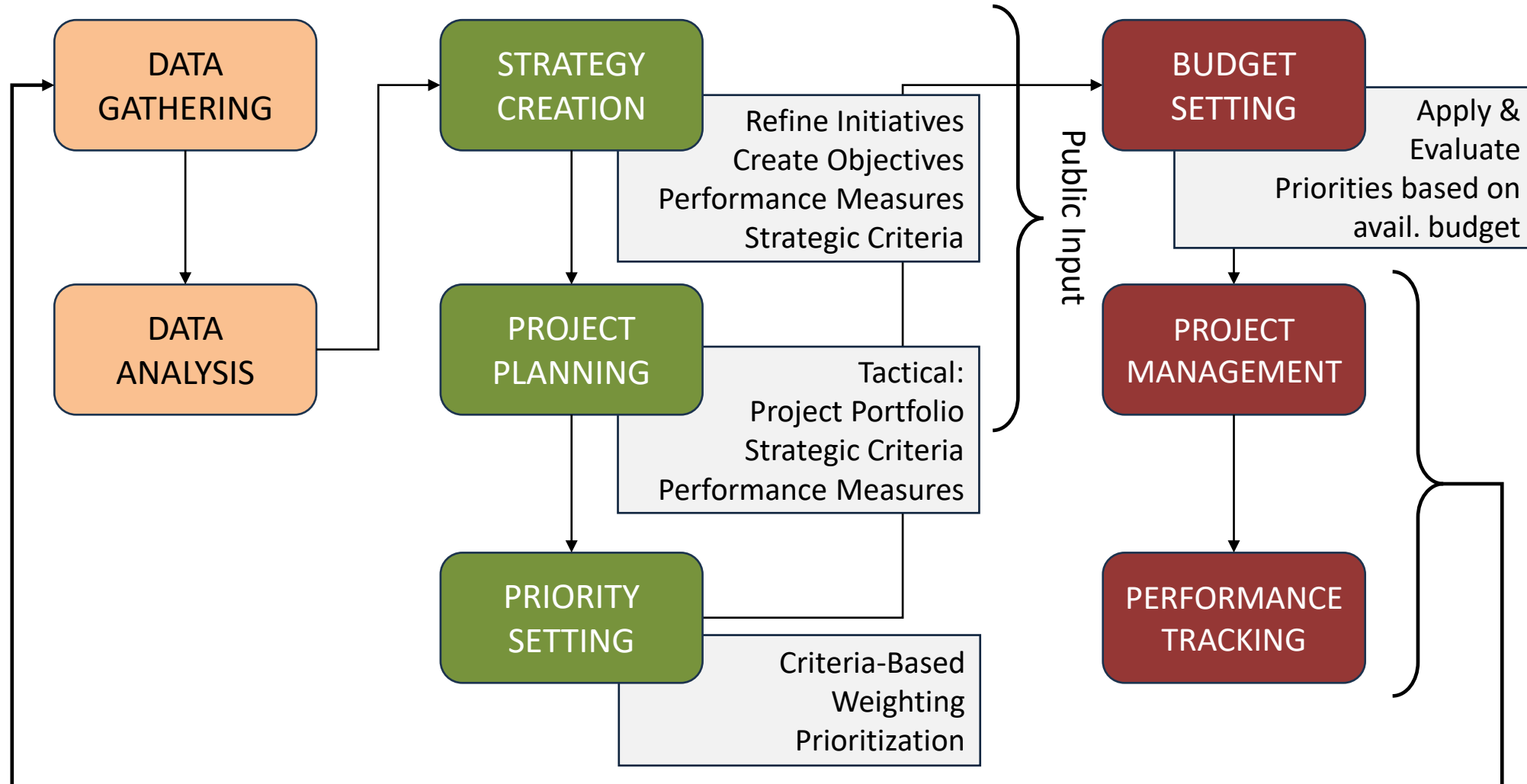
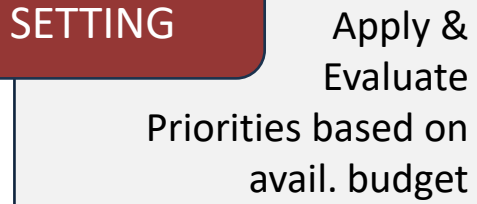
## INPUT GATHERING



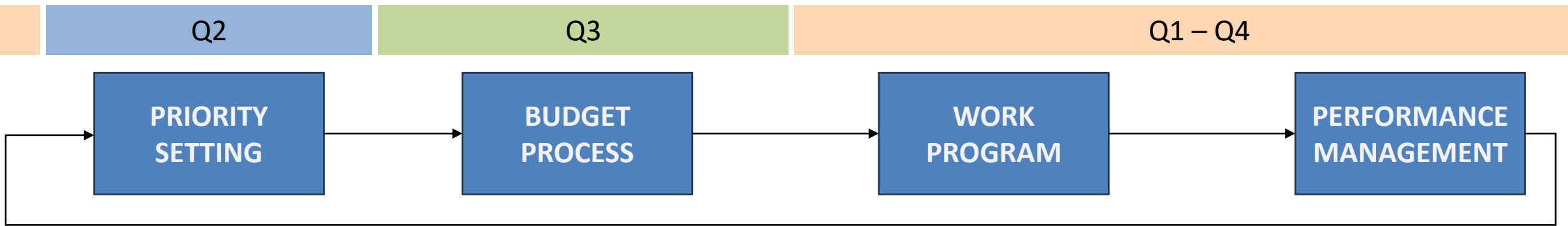
## WORKSHOPPING



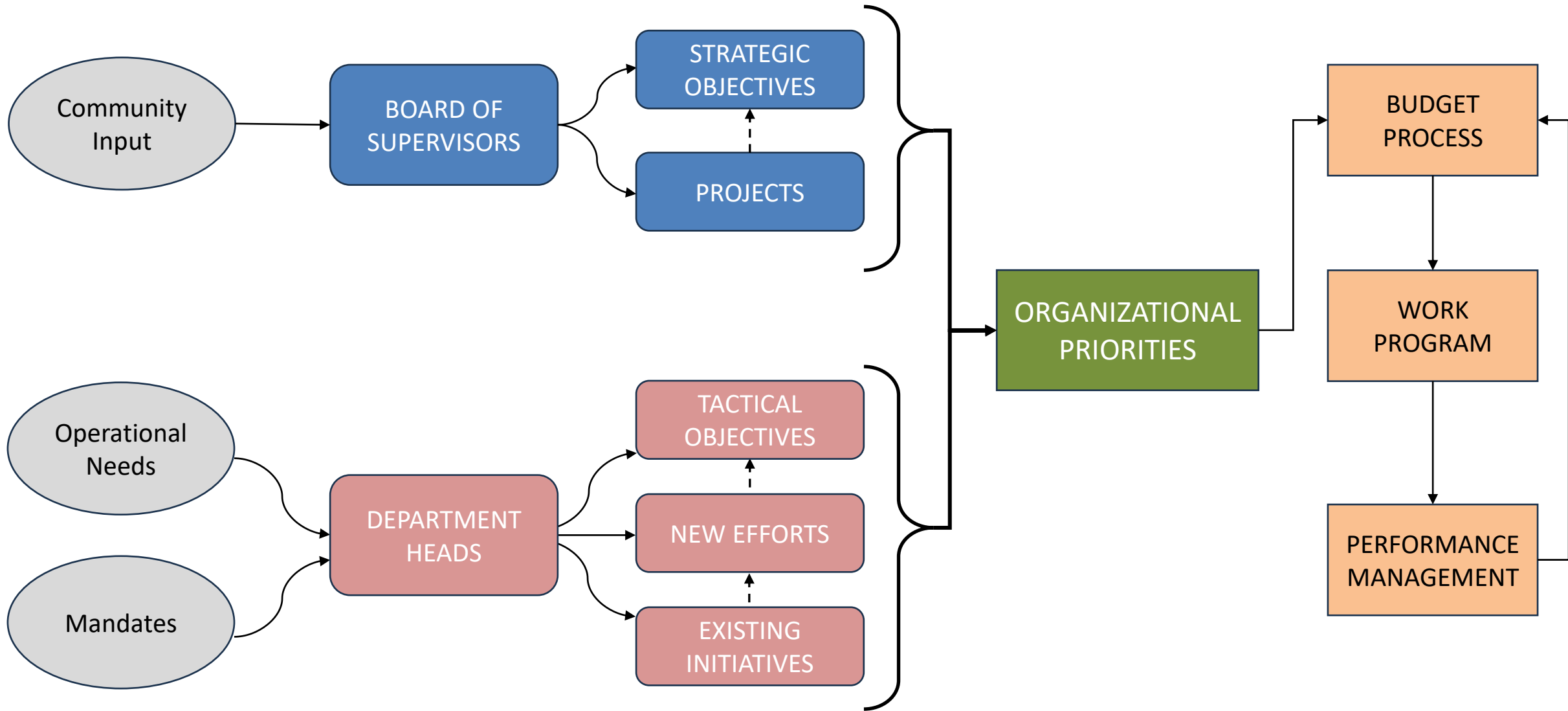
## OPERATIONALIZING



# STRATEGIC PLANNING ROADMAP (IDEAL)

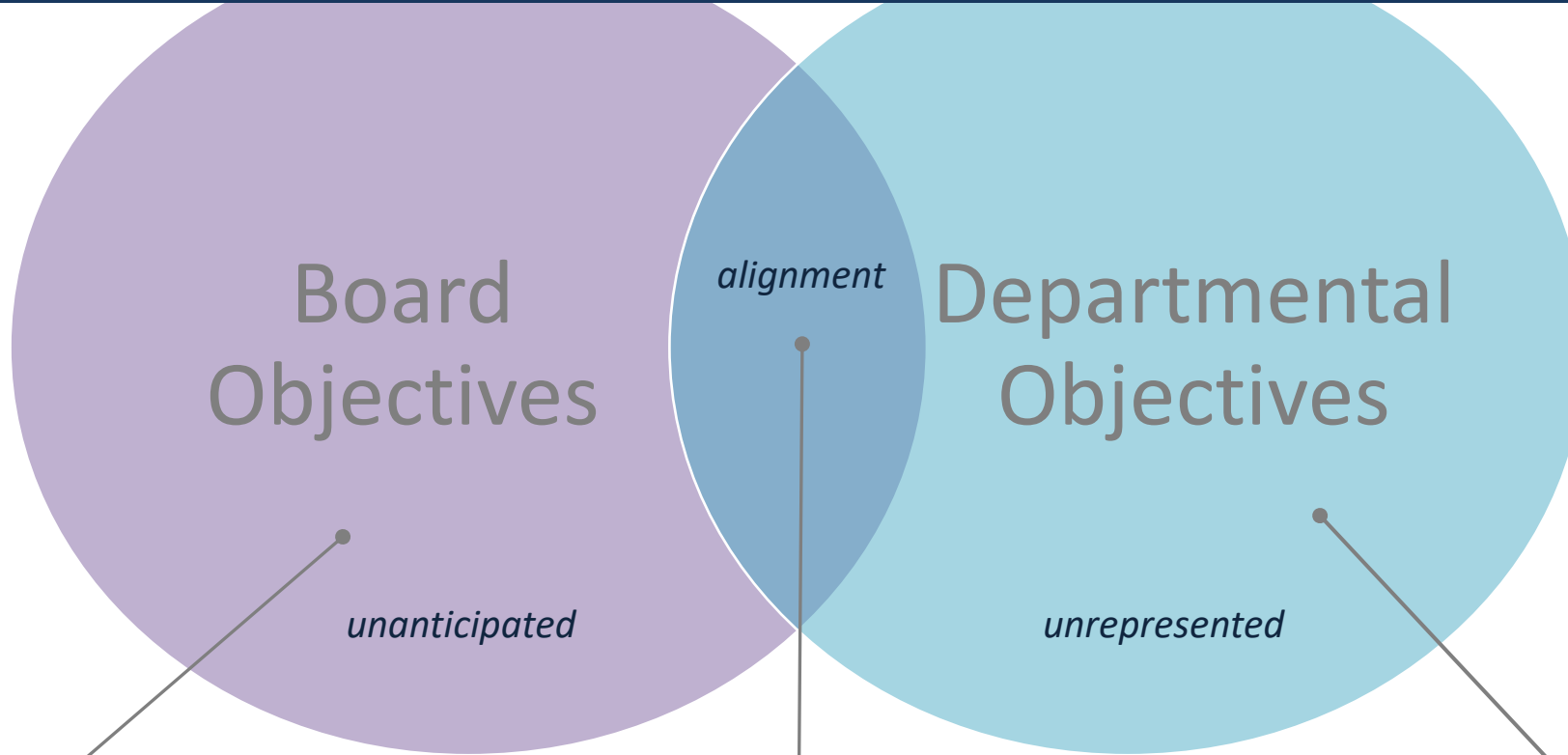


# SETTING ORGANIZATIONAL PRIORITIES





# RECONCILING BOARD AND DEPARTMENT OBJECTIVES



Priorities that the Board has set for the County that were not anticipated by Departments

**What will it take for Departments to get these done?**

Departments were planning on doing work in this area already

**Are those work efforts adequately addressing the vision of the Board for that priority area?**

Work that Departments plan on doing outside of the Board Priorities

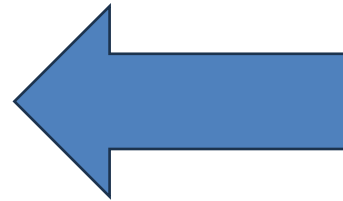
**Do the Board Priorities need to be modified at all to include any of these?**



# STRATEGIC CRITERIA EXAMPLES



- **Organizational Impact**
- **Cost : Value**
- **Geography**
- **Alignment**
- **Etc...**



**MISSION**

**VISION**

**VALUES**

**CULTURE**



# STRATEGIC PLAN EXAMPLES

1

## Improve County Operations

1A

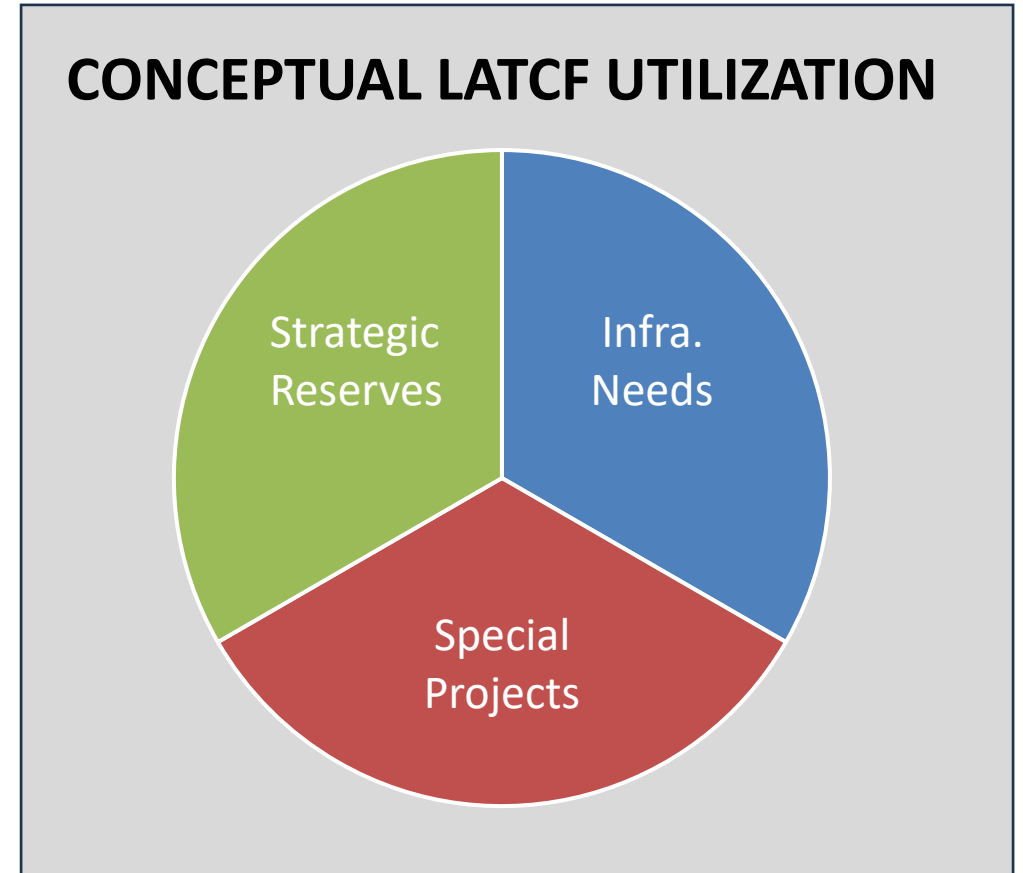
Seek out energy efficiency throughout County departments

1A.1	Implement a car-sharing or ride pool program for County employees	All	Vehicle Miles Traveled decrease by 25% by 2025
1A.2	Implement a virtual customer service program across all county departments	All	Customer satisfaction rates increase by 10% by 2026
1A.3	Refine and leverage a remote-work policy	All	Customer satisfaction rates remain consistent / staff satisfaction increases by xx% by 2025

# FINANCIAL CONNECTION



- **One Time vs. Ongoing Funding**
- **Leveraging Funding Streams**
  - LATCF
  - ARPA
  - General Fund
  - Etc....
- **Assess Funding Sources**
  - Bigger Picture / Current Needs
  - LATCF Utilization
  - ARPA review / re-appropriation



# ROUGH SCHEDULE



Timeframe	What
Nov. 7	Board Kickoff Presentation
Now – End Nov.	Data Gathering Efforts
Nov. 28	TFG Visit: Organizational Priorities
Early Dec.	Data Analysis Effort
Early Jan	Strategy Creation Workshop
Late Jan	Project Planning Workshop
Early Feb	Priority Setting Workshop
March	Delivery of draft Strategic Plan





# 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:  
2023-4268

### Nominations for California State Association of Counties Representatives Board of Supervisors ACTION REQUIRED

**ITEM SUBMITTED BY**

Clerk of the Board

**ITEM PRESENTED BY**

Assistant Clerk of the Board

**RECOMMENDED ACTION:**

Nominate from among Board of Supervisors members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2023-2024.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The Inyo County Board of Supervisors has been asked to nominate a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2023-2024. Supervisors nominated will be appointed by the CSAC Executive Committee to one-year terms commencing with the first day of the annual CSAC conference, scheduled this year for November 13-16 in Alameda County.

CSAC's Board of Directors will be holding its first meeting of the year during the upcoming conference and it is important that Inyo County has its newly appointed Board representative at the first meeting, in part because officers and Executive Committee members will be nominated at that time.

Supervisor Trina Orrill currently serves as Inyo County's representative on the CSAC Board of Directors; Supervisor Jeff Griffiths serves as the alternate.

**FISCAL IMPACT:**

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	
<b>Budgeted?</b>	N/A	<b>Object Code</b>	
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to nominate representatives to the CSAC Board of Directors, or delay its nominations, but neither course of action is recommended.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. CSAC Board Nomination Memo
2. CSAC Board Selection Form for 2023-24
3. 2022-2023 Board of Directors Roster

**APPROVALS:**

Darcy Ellis	Created/Initiated - 10/25/2023
Darcy Ellis	Final Approval - 10/25/2023



**OFFICERS**

**President**

Chuck Washington  
Riverside County

**1st Vice President**

Bruce Gibson  
San Luis Obispo County

**2nd Vice President**

Jeff Griffiths  
Inyo County

**Past President**

Ed Valenzuela  
Siskiyou County



**CEO**

Graham Knaus

September 29, 2023

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

**SUBJECT: Nomination and Selection of CSAC Board of Directors Members**

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In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2023 Annual Meeting will commence on Monday, November 13<sup>th</sup>. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2023-2024 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, November 13<sup>th</sup>.

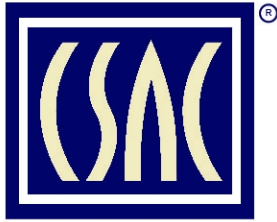
Attached is the current Board roster, along with a nomination form. If you do not submit a 2023-2024 nomination, your current Board representative and alternate will continue to serve.

Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at [kjones@counties.org](mailto:kjones@counties.org) or Chase Palm at [cpalm@counties.org](mailto:cpalm@counties.org).

cc: 2022-2023 Board of Directors  
Clerks, Board of Supervisors





California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327-7500  
Facsimile (916) 321-5047

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## NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2023 – 2024

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2023 – 2024 Association year beginning Monday, November 13, 2023.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

**PLEASE RETURN TO:**

Chase Palm via email at: [cpalm@counties.org](mailto:cpalm@counties.org)

# CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2022-2023

**SECTION**  
U=Urban  
S=Suburban  
R=Rural

**President:**  
**First Vice President:**  
**Second Vice President:**  
**Immediate Past President:**

Chuck Washington, Riverside  
Bruce Gibson, San Luis Obispo  
Jeff Griffiths, Inyo  
Ed Valenzuela, Siskiyou

*Members of the CSAC Executive Committee are highlighted for your reference*

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Zack Scrivner
R	Kings County	Doug Verboon
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Mary Sackett
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Ryan Gregory
R	Nevada County	Heidi Hall

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	David Canepa
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Tim Garman
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Candy Carlson
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	Don Blaser

## **ADVISORS**

Rita Neal, County Counsel, San Luis Obispo County

Wendy Tyler, Colusa County CAO, California Association of County Executives, President



# 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:  
2023-4274

### Confirmation of Delegates and Alternates for Boards of Directors of RCRC, Golden State Finance Authority, and Golden State Connect Authority

#### Board of Supervisors

ACTION REQUIRED

#### ITEM SUBMITTED BY

Clerk of the Board

#### ITEM PRESENTED BY

Assistant Clerk of the Board

#### RECOMMENDED ACTION:

A) confirm from among Board of Supervisors members a delegate and alternate to the boards of directors for the Rural County Representatives of California, Golden State Finance Authority, and Golden State Connect Authority; and B) confirm a supervisor as delegate and a staff member as Inyo County's alternate to the Environmental Services Joint Powers Authority.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Rural County Representatives of California (RCRC) requires each of its member counties to confirm a Delegate and Alternate to serve on the RCRC Board of Directors every calendar year. In anticipation of the first RCRC Board meeting of 2024, scheduled for January 17, the Board of Supervisors is being asked to make its selections this fall/winter so that they may be submitted to RCRC staff ahead of time.

The Golden State Financial Authority (GSFA) and Golden State Connect Authority (GSCA), programs of RCRC, also require confirmation of member counties' delegates and alternates for their boards of directors. Traditionally, the same Supervisors selected to serve as the Delegate and Alternate for the RCRC Board of Directors are confirmed as the delegates and alternates for the GSFA and GSCA.

RCRC also requires member counties to confirm a delegate and at least one alternate to the board of directors for the Environmental Services Joint Powers Authority (ESJPA). The ESJPA bylaws require that a Supervisor be the delegate. Alternates are generally a staff member in charge of solid waste/recycling programs for the county.

Public Works Deputy Director-Recycling & Waste Management Cap Aubrey currently serves as Inyo County's ESJPA alternate and Supervisor Matt Kingsley serves as Inyo's delegate.

Supervisor Kingsley serves as the delegate to the RCRC, GSFA, and GSCA boards; Supervisor Jennifer Roeser is the alternate.

#### FISCAL IMPACT:





**To:** Members of the RCRC Board of Directors  
RCRC Member County CAO's  
RCRC Member County Clerks of the Board

**From:** Patrick Blacklock, President & CEO

**Date:** October 16, 2023

**Re:** Designation of the 2024 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2024 and Installation of Officers will be held on January 17<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- RCRC Designation Form



**Designation of 2024 Delegate and Alternate Supervisors for the  
Rural County Representatives of California (RCRC) Board of Directors**

County: \_\_\_\_\_

Delegate:

➤ Supervisor \_\_\_\_\_

Alternate:

➤ Supervisor \_\_\_\_\_

**AUTHORIZATION**

Name, Title: \_\_\_\_\_

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

***Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code upon adoption by the Board, and file a Form 700.***



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfa-home.org](http://www.gsfa-home.org)

---

**To:** Members of the GSFA Board of Directors  
GSFA Member County CAO's  
GSFA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 16, 2023

**Re:** Designation of the 2024 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2024 will be held on January 17<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) or mailed to:

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSFA Designation Form





**Designation of 2024 Delegate and Alternate Supervisors for  
Golden State Finance Authority (GSFA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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

***Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.***



**To:** Members of the GSCA Board of Directors  
GSCA Member County CAO's  
GSCA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 16, 2023

**Re:** Designation of the 2024 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

---

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2024 will be held on January 17<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- GSCA Designation Form



**Designation of 2024 Delegate and Alternate Supervisors for the  
Golden State Connect Authority (GSCA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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

***Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.***



**Rural Counties**  
Environmental Services  
Joint Powers Authority

**ESJPA**

**To:** Members of the ESJPA Board of Directors  
ESJPA CAO's  
ESJPA Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 16, 2023

**Re:** Designation of the 2024 ESJPA Delegates and Alternates -  
**ACTION REQUIRED**

---

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2024 will be held on March 14<sup>th</sup>.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or mailed to:

Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org), or Staci Heaton, Deputy Executive Director, at [sheaton@rcrcnet.org](mailto:sheaton@rcrcnet.org) if you have any questions or require additional information. Thank you for your assistance in this matter.

**Attachment**

- ESJPA Designation Form



**Rural Counties**  
Environmental Services  
Joint Powers Authority  

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**ESJPA**

**Designation of 2024 Delegate and Alternates for the**  
**Rural Counties' Environmental Services Joint Powers Authority (ESJPA)**  
**Board of Directors**

County: \_\_\_\_\_

Delegate:

➤ Supervisor \_\_\_\_\_

Alternate:

➤ 1<sup>st</sup> Alternate: \_\_\_\_\_

E-Mail: \_\_\_\_\_

➤ 2<sup>nd</sup> Alternate: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**AUTHORIZATION**

Name, Title: \_\_\_\_\_

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

*An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.*



# 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:  
2023-4242

### 2024 Board Meeting Calendar County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Provide direction to staff regarding the structure of the 2024 Board of Supervisors Meeting Calendar.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This item will provide staff with the opportunity to propose a revised structure and frequency with regard to Inyo County Board of Supervisors Meetings. The idea behind restructuring the calendar is to provide Supervisors and staff with more time to conduct the work necessary to bring forward fully-developed items to your Board. Additionally, the meeting calendar has been revised to provide for increased public participation through meetings in locations other than Independence, and to add Special Meetings which focus on key topics such as strategic planning and budget.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			

#### ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to modify the past structure for the calendaring of Board of Supervisors Meetings. Should that be the general direction from Supervisors, the 2024 calendar will reflect the current meeting structure.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. Draft Board Meeting Calendar 2024

**APPROVALS:**

Nate Greenberg	Created/Initiated - 11/1/2023
Darcy Ellis	Approved - 11/2/2023
John Vallejo	Approved - 11/2/2023
Amy Shepherd	Final Approval - 11/2/2023

## 23-24 Proposed Board Meeting Calendar

Meeting: Tuesday	Cutoff to Get on Agenda (5 p.m.)	Initial Agenda Review (Items must be at least 25% Complete)	Final Agenda Review (Items must be 100% Complete)	Agenda Publication	Chair's Pre-Meeting Review
December 5, 2023	11/20/23	11/22/23	11/29/23	11/30/23	12/04/23
December 12, 2023	11/27/23	11/29/23	12/06/23	12/07/23	12/11/23
December 19, 2023	12/04/23	12/06/23	12/13/23	12/14/23	12/18/23
December 26, 2023	DARK (Holiday)				
January 2, 2024	12/18/23	12/20/23	12/27/23	12/28/23	12/29/23*
January 3, 2024 <i>Special Meeting Strategic Planning</i>	N/A	12/30/23	12/27/23	12/28/23	12/29/23*
January 16, 2024	12/29/23*	01/03/24	01/10/24	01/11/24	01/12/24*
January 30, 2024 <b>BISHOP</b>	01/12/24	1/17/24	01/24/24	01/25/24	01/29/24
February 6, 2024	01/22/24	01/24/24	01/31/24	02/01/24	02/05/24
February 7, 2024 <i>Special Meeting Strategic Planning</i>	N/A	01/24/24	01/31/24	02/01/24	02/05/24
February 13, 2024	DARK (NACo Legislative Conference Feb. 10-13 – Washington, D.C.)				
February 20, 2024	02/12/24	02/14/24	02/21/24	02/22/24	02/26/24
March 5, 2024	02/19/24	02/21/24	02/28/24	02/29/24	03/04/24
March 12, 2024 <i>Joint Meeting w/ ICOE Board</i> <b>DEATH VALLEY</b>	02/26/24	02/28/24	03/06/24	03/07/24	03/11/24
March 26, 2024	03/11/24	03/13/24	03/20/24	03/21/24	03/25/24
April 9, 2024	03/25/24	03/27/24	04/03/24	04/04/24	04/08/24
April 16, 2024	DARK (CSAC Legislative Conference April 17-19 – Sacramento)				
April 23, 2024	04/08/24	04/10/24	04/17/24	04/18/24	04/22/24
May 7, 2024	04/22/24	04/24/24	05/01/23	05/02/24	05/06/24
May 21, 2024	05/06/24	05/08/24	05/15/24	05/16/24	05/20/24
<i>Special Meeting Joint City Council</i> May 28, 2024	N/A	05/15/24	05/22/24	05/23/24	05/24/24*
June 4, 2024	05/20/24	05/22/24	05/29/24	05/30/24	06/03/24
June 18, 2024 <b>BISHOP</b>	06/03/24	06/05/24	06/12/24	06/13/24	06/17/24
July 2, 2024	06/17/24	06/19/24	06/26/24	06/27/24	07/01/24
July 16, 2024	DARK (NACo Annual Conference July 12-15 – Tampa, FL)				
July 23, 2024	07/08/24	07/10/24	07/17/24	07/18/24	07/22/24
August 6, 2024	07/22/24	07/24/24	08/01/24	08/01/24	08/05/24
August 20, 2024	08/05/24	08/07/24	08/14/24	08/15/24	08/19/24
<i>Special Meeting Budget Workshop</i> August 21, 2024	N/A	08/07/24	08/14/24	08/15/24	08/19/24
September 3, 2024	08/19/24	08/21/24	08/28/24	08/29/24	09/02/24
September 10, 2024	8/26/24	8/28/24	9/4/24	9/5/24	9/9/24
September 17, 2024	DARK (RCRC Annual Conference Sept. 18-20 – Sonoma County)				
October 1, 2024	09/23/24	09/25/24	10/02/24	10/03/24	10/07/24
October 15, 2024	10/07/24	10/09/24	10/16/24	10/17/24	10/21/24
November 5, 2024	10/21/24	10/23/24	10/30/24	10/31/24	11/04/24
<i>Special Meeting Joint City Council</i> <b>November 12, 2024</b>	N/A	10/23/24	11/06/24	11/07/24	11/08/24*
November 19, 2024	DARK (CSAC Annual Conference Nov. 18-22 – Los Angeles County)				
December 3, 2024 <b>BISHOP</b>	11/18/24	11/20/24	11/26/24*	11/27/24*	12/02/24
December 17, 2024	12/02/24	12/04/24	12/11/24	12/12/24	12/16/24
December 31, 2024	DARK (Holiday)				
January 7, 2025	12/23/24	12/24/24*	01/02/25	01/02/25	01/06/25
January 21, 2025	01/06/25	01/08/25	01/15/25	01/16/25	01/20/25

\*Earlier deadline due to holiday





# 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:  
2023-4233

### Inyo County Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending September 30, 2023

#### Treasurer-Tax Collector

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Moana Chapman, Deputy Treasurer-Tax Collector

#### ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

#### RECOMMENDED ACTION:

Review the Treasury Status Report for the Quarter Ending September 30, 2023, and direct any questions to the County Treasurer.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purpose of the report is to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market value of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

#### FISCAL IMPACT:

<b>Funding Source</b>	N/A	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	N/A	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
N/A			
<b>Future Fiscal Year Impacts</b>			
N/A			
<b>Additional Information</b>			
N/A			

**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**ATTACHMENTS:**

1. 09-30-2023 Treasury Status Report

**APPROVALS:**

Moana Chapman	Created/Initiated - 10/10/2023
Darcy Ellis	Approved - 10/11/2023
Moana Chapman	Approved - 10/16/2023
Alisha McMurtrie	Final Approval - 10/16/2023



COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX  
[inyottc@inyocounty.us](mailto:inyottc@inyocounty.us)

ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR  
[amcmurtrie@inyocounty.us](mailto:amcmurtrie@inyocounty.us)

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: September 30, 2023  
DATE: October 11, 2023

The following status report of the County Treasury as of 09-30-2023 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the “Treasurer’s Daily Reconciliation” provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 526 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County’s monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County’s PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 09/30/2023 was \$10,015,541.42 (Principal: \$10,360,106.02 plus Contributions: \$00.00 plus Interest: \$-342,027.78 less Fees: \$-2,536.82)

C: Members of the Inyo County Treasury Oversight Committee

**TREASURER'S DAILY RECONCILIATION**  
For the Business Day of:  
9/29/2023

**AUDITOR BALANCES:**

Beginning "Claim on Cash in Treasury"	<b>\$225,591,746.44</b>	
Deposit Authorizations	\$424,239.14	
Checks Paid on: 9/28/2023	\$0.00	U.S. BANK
	(\$151,452.04)	BMO HARRIS BANK
Journal Entry:	\$0.00	
Outgoing Debits:	(\$4,329,180.17)	09/29/2023 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"	<b>\$221,535,353.37</b>	

**TREASURER BALANCES:**

<b>CASH ON HAND:</b>	
Drawer	\$8.53
Vault	\$0.00

**CHECKS ON HAND:**

Date:  
Date:  
Date:  
Date:

**BANK ACCOUNTS:**

Bank of Montreal #0407 - General Account	\$8,786,360.70
U.S. Bank #0045 - General Account	\$533,218.54
Eastern Sierra CB #6463 - General	\$2,875,983.81
El Dorado #2107 - Directs Account	\$17,411.44
El Dorado #9703 - Cash Account	\$103,785.73

**INVESTMENTS:**

		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$23,989,519.73		50,000,000
BMO Money Market	\$5,052,076.44	2.28%	of 5.00%
UBS Money Market	\$3,500,000.00	1.58%	of 5.00%
U.S. Bank Money Market	\$10,965,391.44	4.95%	of 5.00%
CDs	\$5,205,000.00	2.35%	of 30.00%
Commercial Paper	\$16,404,175.83	7.40%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
Federal Agencies	\$138,009,920.00	62.30%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$9,869,375.00	4.45%	of 100.00%
Local Agencies	\$199,186.88	0.09%	of 100.00%
Grand TTL Investments	\$213,194,645.32		

**NOTES**

Maturities > 1 Year	\$ 113,300,012.74	51.14%	of 60.00%
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**GRAND TOTAL TREASURY BALANCE:**

**\$225,511,414.07**

**RECONCILIATION**

Treasury Over/Short: \$3,976,060.70

<u>Explanation:</u>	(\$18,256.50)	09/29/23 VAULT DEPOSIT IN TRANSIT
	\$1,585.53	09/29/23 CBA PY: SDI PAYMENT
	\$1,802.24	09/29/23 TEC PY: SDI PAYMENT
	\$3,965.67	09/29/23 YBC PY: SDI PAYMENT
	\$6,286.16	09/29/23 CBA PY: PIT PAYMENT
	\$7,020.34	09/29/23 TEC PY: PIT PAYMENT
	\$18,727.22	09/29/23 YDC PY: PIT PAYMENT
	\$61,019.60	09/29/23 LAEC PY: FEDERAL TAX PAYMENT
	\$69,031.96	09/29/23 YBC PY: FEDERAL TAX PAYMENT
	\$83,518.20	09/29/23 IC0E PY: PIT PAYMENT
	\$244,245.47	09/29/23 IC0E PY: CALSTRS
	\$413,044.12	09/29/23 IC0E PY: FEDERAL TAX PAYMENT
	\$455,555.02	09/29/23 IC0E PY: CALSTRS
	\$2,255,471.46	09/29/23 IC0E PY: PAYROLL
	\$515.98	09/29/23 AUD PY: PIONEER PERS - PEPRA 27459
	\$2,221.61	09/29/23 AUD PY: PIONEER PERS - CLASSIC 969
	\$143,437.18	09/29/23 IC0E PY: PERS - CLASSIC 1949
	\$226,869.44	09/29/23 IC0E PY: PERS - PEPRA 28029

\$3,976,060.70

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
Aud PY - SD State Taxes	(\$14.21)
Aud PY - SD State Taxes	(\$14.21)
Aud PY - State Taxes	(\$18.42)
Aud PY - SD State Taxes	(\$22.79)
Aud PY - SD State Taxes	(\$26.37)
Aud PY - SD State Taxes	(\$27.92)
Aud PY - SD State Taxes	(\$30.00)
Aud PY - SD State Taxes	(\$61.57)
Aud PY - SD State Taxes	(\$94.39)
Aud PY - SD State Taxes	(\$97.71)
Aud PY - SD State Taxes	(\$117.55)
Aud PY - SD State Taxes	(\$134.13)
Aud PY - SD State Taxes	(\$141.94)
Aud PY - SD State Taxes	(\$167.75)
Aud PY - SD State Taxes	(\$181.27)
Aud PY - SD Federal Taxes	(\$254.50)
Aud PY - SD State Taxes	(\$283.59)
Aud PY - Federal Taxes	(\$295.75)
Aud PY - SD State Taxes	(\$298.81)
Aud PY - SD Federal Taxes	(\$313.72)
Aud PY - SD State Taxes	(\$406.19)
Aud PY - SD Federal Taxes	(\$417.08)
Aud PY - SD Federal Taxes	(\$463.78)
Aud PY - SD Federal Taxes	(\$487.86)
Aud PY - SD Federal Taxes	(\$565.52)
Aud PY - SD State Taxes	(\$557.92)
Aud PY - SD Federal Taxes	(\$702.54)
Aud PY - SD Federal Taxes	(\$821.12)
Aud PY - SD State Taxes	(\$827.02)
Aud PY - SD Federal Taxes	(\$1,288.07)
Aud PY - SD Federal Taxes	(\$2,077.92)
Aud PY - State Taxes	(\$2,582.46)
Aud PY - SD Federal Taxes	(\$3,830.86)
Aud PY - Payroll	(\$5,064.68)
Aud PY - SD Federal Taxes	(\$8,535.30)
Aud PY - Federal Taxes	(\$11,033.97)
Aud PY - Payroll	(\$12,050.89)
Auditor - Personal Payment	(\$13,500.00)
Auditor - Court Facilities MOE	(\$22,076.25)
Auditor - Corporate Vendor Pmt	(\$39,500.00)
Administration	(\$39,927.72)
Aud PY - Special District PY	(\$61,909.22)
Auditor - Side Fund Debt Svc Pmt	(\$103,640.00)
ICOE PY - College Bridge Academy	(\$1,585.53)
ICOE PY - The Education Corps	(\$1,802.24)
ICOE PY - Youthbuild Charter	(\$3,965.67)
ICOE PY - College Bridge Academy	(\$6,286.16)
ICOE PY - The Education Corps	(\$7,020.34)
ICOE PY - Youthbuild Charter	(\$18,727.22)
ICOE PY - LA Education Corps	(\$61,019.60)
ICOE PY - Youthbuild Charter	(\$69,031.96)
ICOE PY - State Taxes	(\$83,518.20)
ICOE - CALSTRS	(\$244,245.47)
ICOE PY - Federal Taxes	(\$413,044.12)
ICOE - CALSTRS	(\$455,555.02)
ICOE PY - PAYROLL	(\$2,255,471.46)
ICOE PY - PERS	(\$143,437.18)
ICOE PY - PERS	(\$226,869.44)
Aud PY - PERS	(\$515.98)
Aud PY - PERS	(\$2,221.61)
<b>TOTAL</b>	<b>(\$4,329,180.17)</b>

TREASURER'S DAILY RECONCILIATION  
For the Business Day of

9/29/2023

Prepared and attached by: Moana Chapman



Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
<b>Commercial Paper - 15 %</b>								
CREDIT AGRI CIB 0 10/16/2023	22533UXG3	1/20/2023	5.086	3,000,000.00	2,890,158.33	2,993,730.00	10/16/2023	16
CREDIT AGRI CIB 0 10/26/2023	22533UXS7	3/30/2023	5.182	5,000,000.00	4,853,291.67	4,982,050.00	10/26/2023	26
MUFG BANK LTD 0 4/26/2024	62479LDS1	8/3/2023	5.810	5,000,000.00	4,793,445.83	4,832,400.00	4/26/2024	209
NATIXIS NY BRANCH 0 11/22/2023	63873KYN1	3/30/2023	5.213	4,000,000.00	3,867,280.00	3,969,160.00	11/22/2023	53
Sub Total / Average Commercial Paper - 15 %			5.357	17,000,000.00	16,404,175.83	16,777,340.00		84
<b>Federal Agencies - 100 %</b>								
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	2,837,610.00	11/4/2024	401
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	2,805,810.00	1/27/2025	485
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	2,726,130.00	10/21/2025	752
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	2,726,400.00	10/22/2025	753
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	3,664,080.00	8/12/2025	682
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	4,565,900.00	9/16/2025	717
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	1,936,340.00	4/26/2027	1,304
FFCB 4.5 8/14/2026	3133EPSW6	8/14/2023	4.500	3,000,000.00	3,000,000.00	2,970,300.00	8/14/2026	1,049
FFCB 4.88 1/24/2024-23	3133EN6X3	1/24/2023	4.880	2,000,000.00	2,000,000.00	1,995,900.00	1/24/2024	116
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	4,678,950.00	1/28/2025	486
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	2,877,810.00	7/30/2024	304
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	4,482,900.00	3/16/2026	898
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	1,877,180.00	1/29/2025	487
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	2,771,070.00	6/30/2025	639
FHLB 1 12/30/2024-22	3130AQFN8	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,841,390.00	12/30/2024	457
FHLB 1 12/30/2024-22	3130AQ4Z3	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,837,640.00	12/30/2024	457
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	3,578,080.00	6/30/2026	1,004
FHLB 1 9/30/2024-22	3130AQD59	12/30/2021	1.000	5,000,000.00	5,000,000.00	4,778,600.00	9/30/2024	366
FHLB 1.2 12/22/2025-22	3130AQ5D1	12/22/2021	1.200	4,000,000.00	4,000,000.00	3,660,960.00	12/22/2025	814
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	1,809,140.00	4/28/2026	941
FHLB 1.55 12/22/2026-22	3130AQ5C3	12/22/2021	1.550	3,000,000.00	3,000,000.00	2,686,500.00	12/22/2026	1,179
FHLB 4.375 6/9/2028	3130AWMN7	8/14/2023	4.260	2,000,000.00	2,009,920.00	1,971,920.00	6/9/2028	1,714
FHLB 5 7/28/2026-23	3130AUMR2	1/30/2023	5.000	3,000,000.00	3,000,000.00	2,947,620.00	7/28/2026	1,032
FHLB 5.1 4/24/2028	3134GYQ54	4/24/2023	5.100	5,000,000.00	5,000,000.00	4,862,550.00	4/24/2028	1,668
FHLB 5.125 1/26/2024-23	3130AVR87	4/26/2023	5.125	3,000,000.00	3,000,000.00	2,996,160.00	1/26/2024	118
FHLB 5.58 7/17/2026-24	3130AWM80	7/17/2023	5.580	3,000,000.00	3,000,000.00	2,980,290.00	7/17/2026	1,021

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	8.316	3,000,000.00	3,000,000.00	2,704,800.00	6/16/2026	990
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	2,720,700.00	11/12/2025	774
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	4,563,700.00	9/30/2025	731
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	3,621,480.00	12/1/2025	793
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	2,750,970.00	8/19/2025	689
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	4,569,150.00	9/23/2025	724
FHLMC 5 12/26/2025-23	3134GYAK8	12/30/2022	5.000	3,000,000.00	3,000,000.00	2,955,150.00	12/26/2025	818
FHLMC 5.05 1/28/2028-23	3134GYF64	1/30/2023	5.050	4,000,000.00	4,000,000.00	3,900,720.00	1/28/2028	1,581
FHLMC 5.6 7/25/2025-24	3134GYVW0	7/25/2023	5.600	3,000,000.00	3,000,000.00	2,987,070.00	7/25/2025	664
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	4,533,450.00	11/4/2025	766
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	2,746,950.00	8/21/2025	691
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	2,727,390.00	10/28/2025	759
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	3,678,280.00	7/21/2025	660
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	3,683,360.00	7/21/2025	660
Sub Total / Average Federal Agencies - 100 %			1.898	138,000,000.00	138,009,920.00	129,010,400.00		781
<b>Local Agency Investment Fund - \$ 50M</b>								
LAIF LGIP	LAIF4000	9/30/2018	3.534	23,989,519.73	23,989,519.73	23,989,519.73	N/A	1
ST / Avg Local Agency Investment Fund - \$ 50M			3.534	23,989,519.73	23,989,519.73	23,989,519.73		1
<b>Treasury Notes   Bonds - 100 %</b>								
T-Bill 0 10/19/2023	912797FB8	7/21/2023	5.368	10,000,000.00	9,869,375.00	9,975,000.00	10/19/2023	19
ST / Average Treasury Notes   Bonds - 100 %			5.368	10,000,000.00	9,869,375.00	9,975,000.00		19
<b>U.S. Bank Money Market - 5%</b>								
U.S. Bank MM	USBANKMM5	8/3/2021	5.220	10,965,391.44	10,965,391.44	10,965,391.44	N/A	1
ST / Average U.S. Bank Money Market - 5%			5.220	10,965,391.44	10,965,391.44	10,965,391.44		1
<b>UBS Money Market - 5 %</b>								
BMO HARRIS BANK NA MM	BMO0670	5/23/2023	3.750	5,067,647.91	5,067,647.91	5,067,647.91	N/A	1
UBS Financial MM	UBSMM9591	6/30/2018	5.230	3,500,000.00	3,500,000.00	3,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 5 %			4.355	8,567,647.91	8,567,647.91	8,567,647.91		1
<b>Total / Average</b>			<b>2.772</b>	<b>213,727,559.08</b>	<b>213,011,029.91</b>	<b>204,137,481.82</b>		<b>526</b>



**COUNTY OF INYO**  
**PARS OPEB Trust Program**

**Account Report for the Period**  
**9/1/2023 to 9/30/2023**

Nathan Greenberg  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

### Account Summary

Source	Beginning Balance as of 9/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 9/30/2023
OPEB	\$10,360,106.02	\$0.00	-\$342,027.78	\$2,536.82	\$0.00	\$0.00	\$10,015,541.42
<b>Totals</b>	<b>\$10,360,106.02</b>	<b>\$0.00</b>	<b>-\$342,027.78</b>	<b>\$2,536.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,015,541.42</b>

### Investment Selection

Source

OPEB **Moderate HighMark PLUS**

### Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-3.30%	-2.97%	9.27%	2.15%	3.88%	5.12%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



September 10, 2023

Dear *Inyo County*

The Bishop Mule Days Board of Directors and staff would like to take a moment to express our heartfelt gratitude for your generous support of Bishop Mule Days. We rely on sponsorships, ticket sales, RV site rentals, contestant entry fees, and vendor space rentals to generate the revenue necessary to successfully run our event and have working capital to carry us through to the next year.

Founded in 1970, Bishop Mule Days is a 501(c)3 Non-profit Organization firmly committed to supporting local community organizations such as the Bishop Union High School Baseball Team, Bishop Union High School Wrestling Team, Bishop Union High School Spirit Squad, Boy Scouts Troop 82, California High School Rodeo Association District 9, Home Street Middle School Drill Team, Inyo Mono 4H County Council, Bishop FFA, Mammoth Lakes High School Football and Lee Vining PTSO just to name a few. With your help, Bishop Mule Days annually contributes a minimum of \$250,000 amongst a group of over a dozen community organizations in exchange for their help during our event. In addition to the many organizations who provide services, we are fortunate to have the help of hundreds of volunteers who donate countless hours. Our annual event would not be possible without the combined support of sponsors and volunteers.

In addition to supporting local youth, Mule Days promotes the local economy by "shopping local" at every opportunity thereby reinvesting sponsorship dollars back into local businesses. Historically, a combination of approximately 30,000 spectators and competitors converge on Bishop during Mule Days, infusing \$7,000,000 into the local economy. Through your contributions, you continue the cycle of promoting local businesses and community organizations.

Again, we cannot say Thank You enough for being a part of the Bishop Mule Days family and helping make our 2023 event a success.

In Appreciation,

**Donna Bird**

Executive Director

Bishop Mule Days Celebration

**"Mule Capital of the World"**

1141 North Main Street • Bishop, CA 93514  
(760) 872-4263 • Fax: (760) 872-2328 • [www.muledays.org](http://www.muledays.org)