

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

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

April 7, 2020 - 8:30 AM

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
4. **COVID-19 STAFF UPDATE**

CONSENT AGENDA (Approval recommended by the County Administrator)

5. **Clerk/Recorder** - Request Board approve payment to Dominion Voting System of Denver, CO in an amount not to exceed \$25,000 for Annual License Fee and other essential election related services.
6. **County Administrator - Advertising County Resources** - Request your Board approve a payment of \$12,520.00 from the 2019-20 Advertising County Resources Budget to Meredith Corporation for an Inyo County one-third page advertisement in the 2020 California Visitor Guide and website.
7. **County Administrator - Emergency Services** - Request Board approve Resolution No. 2020-14 designating the County Administrative Officer and the Director of Emergency Services as the County of Inyo's Applicant's Agent, as required by the California Office of Emergency Services.
8. **County Administrator - Emergency Services** - Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Ben Ditto of Bishop, CA for additional content creation regarding local COVID-19 information.
9. **County Administrator - Motor Pool** - Request Board approve an increase in the amount of the blanket purchase order with Bishop Automotive Center by \$12,000 to a not-to-exceed amount of \$52,000 from the Motor Pool budget.

10. **County Administrator - Purchasing** - Request Board: A) exercise the County's option to renew Bid No. 2017-06 HP Toner Cartridges a third year with The Tree House, Inc. for HP Toner Cartridges; and B) authorize purchase orders that exceed \$10,000 to be issued to The Tree House, Inc. for Fiscal Year 2019-2020 from the Purchasing Revolving Budget in an amount not to exceed \$20,000.
11. **Probation** - Request Board approve Amendment No. 27885 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. **Probation** - 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.
13. **Public Works - Road Dept.** - Request Board approve the closure of a portion of Highland Drive in Bishop in front of 2740 Highland Drive, on April 15, 2020, between 8:30 a.m. and 5:00 p.m.
14. **Public Works** - Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the additional scope to be included in the Environmental Assessment (EA) and Initial Study (IS) of the Bishop Airport, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works** - Request Board:
A) Approve the plans and specifications for the Runway 12-30 Rehabilitation Project at the Bishop Airport;
B) Authorize the Public Works Director to advertise and bid the project; and
C) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for the Runway 12-30 Rehabilitation Project at the Bishop Airport.
16. **Sheriff** - Request Board authorize a purchase order in an amount not to exceed \$17,864.13, payable to Verizon for tablets, contingent upon the Board's approval of future budgets.
17. **Sheriff** - Request Board: A) declare American Emergency Products of Santee, CA a sole-source supplier of law enforcement vehicle emergency equipment and installation; and B) authorize the issuance of a purchase order in an amount not to exceed \$12,808.25, payable to American Emergency Products of Santee, CA for the installation of two-way radios and purchase of: Truck Vaults (locking vehicle storage), vehicle radio chargers, flashlights and antennas/cabling for four (4) Dodge Durango unmarked law enforcement vehicles.

18. **Board of Supervisors** - Request Board: A) receive an update from staff regarding the upcoming fishing opener in light of COVID-19, the Governor's "Stay-At-Home" Order, and orders issued by the Inyo County Public Health Officer; B) consider a proposed letter to the California Fish and Game Commission requesting that the fishing opener be delayed, consistent with the Governor's Stay-At-Home Order and local public health orders, for the protection of public health and safety; and C) provide any desired direction to staff.
19. **Sheriff** - Request Board: A) declare Sun Fire 6 burner, dual oven commercial oven surplus and no longer needed for County use; and B) approve the donation of said Sun Fire 6 burner, dual oven to Tri-County Fairgrounds (18th Agricultural District) pursuant to Government Code Section 25365 (*4/5ths vote required*).
20. **Water Department** - Request Board: A) declare five (5) Canon PowerShot digital cameras as surplus and no longer required for County use; and B) approve the donation of five (5) Canon PowerShot digital cameras to the Big Pine School District pursuant to Government Code Section 25365 (*4/5ths vote required*).
21. **Health & Human Services - Fiscal** - Request Board declare Oliver Products a sole-source vendor of food packaging and delivery materials, and ratify and approve purchases from Oliver Products during Fiscal Year 2019-2020 in the amount of \$17,561.52, including approval of a blanket purchase order in the amount of \$11,237.20 for the remainder of the fiscal year.
22. **Health & Human Services - Health/Prevention** - Request Board ratify and approve Agreement Number 17-10320 A01 Amendment between the County of Inyo and the California Department of Public Health for the provision of immunization services through June 30, 2022, contingent upon Board's approval of future budgets, and authorize the HHS Director to sign the Amended Agreement.
23. **Public Works** - Request Board:
 - A) ratify and approve the Lease Agreement between the County of Inyo and REACH Air Medical Services, LLC for the hangar space located at Hangar A, Bishop Airport, Bishop, CA for an initial period of five years with four, two-year options to extend, the first annual amount of \$31,200 payable to the County in quarterly installments of \$7,800, beginning on July 1, 2019 and ending June 30, 2024 contingent upon the Board's adoption of future budgets; and
 - B) authorize the Chairperson to sign the Lease Agreement contingent upon the appropriate signatures being obtained.

24. **Public Works** - Request Board:
- A) Amend the Fiscal Year (2019-2020) Lone Pine Airport (Budget 150504) as follows:
1. increase estimated revenue in State Grant (Revenue Code 4498) by \$2,094;
 2. increase estimated revenue in Federal Grant (Revenue Code 4555) by \$41,887;
 3. increase estimated revenue in Operating Transfer In (Revenue Code 4998) by \$2,560;
 4. increase appropriation in Construction in Progress (Object Code 5700) by \$46,541; and
 5. increase appropriation in Lone Pine/Death Valley Airport Budget (150500), Operating Transfers Out Object Code (5801) by \$2,560 (*4/5ths vote required*);
- B) Recommend your Board approve the resolution ratifying the contract change orders;
- C) Recommend your Board approve the resolution accepting the improvements for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport; and,
- D) Authorize the recording of a Notice of Completion for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport.

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

25. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CLOSED SESSION

26. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – Names of cases: *LADWP v. Inyo County et al.* (Kern County Superior Court Case No. BCV-18-101513-KCT (CEQA)) and *Inyo County v. LADWP* (Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
27. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – 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 Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION

28. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**



County of Inyo



Clerk/Recorder

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board approve payment to Dominion Voting System of Denver, CO in an amount not to exceed \$25,000 for Annual License Fee and other essential election related services.

SUMMARY/JUSTIFICATION:

Dominion Voting System is the sole source provider of election related services, support and software for Inyo County. The software license and support services for the vote tabulation system can only be purchased from the sole source vender.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny the payment to Dominion Voting System, in violation of the contract previously authorized by this Board in December 2017. Without this contract, Inyo County could not conduct a federally compliant election.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This expense was budgeted in Election Expenses (011000-5316).

ATTACHMENTS:

1. Invoice DVS132115 (2)
2. Invoice DVS132256 (2)

APPROVALS:

Kammi Foote
Darcy Ellis
Kammi Foote

Created/Initiated - 3/20/2020
Approved - 3/20/2020
Approved - 3/20/2020

Marshall Rudolph
Amy Shepherd

Approved - 3/20/2020
Final Approval - 3/20/2020



1201 18th Street, Suite 210
Denver CO 80202 United States
FED ID#27-0565149

Bill To:

Inyo County, CA
Kammi Foote
PO Box F / 168 North Edwards Street
Independence CA 93526-0606

Invoice Date	2/18/2020
Invoice #	DVS132115
Page	1

Ship To:

Inyo County, CA
Kammi Foote
168 North Edwards Street
Independence CA 93526

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		USCAINYOCO	MALBERT	BEST WAY	Net 30	2/18/2020	35,420	
Ordered	Shipped	B/O	Item Description	Item Number	Discount	Unit Price	Ext. Price	
1	1	0	01/01/20-12/31/20 Democracy Suite Annual License		\$ 0.00	\$ 1,785.00	\$ 1,785.00	
1	1	0	01/01/20-12/31/20 Adjudication Mobile Annual License		\$ 0.00	\$ 1,050.00	\$ 1,050.00	
2	2	0	01/01/20-12/31/20 ICC Annual License		\$ 0.00	\$ 2,703.75	\$ 5,407.50	
10	10	0	01/01/20-12/31/20 ICX Annual License		\$ 0.00	\$ 157.50	\$ 1,575.00	
2	2	0	01/01/20-12/31/20 ICC Extended Warranty Fee		\$ 0.00	\$ 1,500.00	\$ 3,000.00	
10	10	0	01/01/20-12/31/20 ICX Extended Warranty Fee		\$ 0.00	\$ 115.00	\$ 1,150.00	
REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214					COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349		Subtotal	\$ 13,967.50
							Tax	\$ 1,082.50
							Freight	\$ 0.00
							Trade Discount	\$ 0.00
							Total	\$ 15,050.00

Comments:

Coverage Period: Jan 1, 2020 - Dec 31, 2020

DOMINION VOTING



1201 18th Street, Suite 210
 Denver CO 80202 United States
 FED ID#27-0565149

Bill To:

Inyo County, CA
 Kammi Foote
 PO Box F / 168 North Edwards Street
 Independence CA 93526-0606

Invoice Date	2/24/2020
Invoice #	DVS132256
Page	1

Ship To:

Inyo County, CA
 Kammi Foote
 168 N. Edwards St
 Independence CA 93526-0606

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
KAMMI SEPT 19 2019	USCAINYOCO	MALBERT	BEST WAY	Net 30	12/27/2019	34,530

Ordered	Shipped	B/O	Item Description Item Number	Discount	Unit Price	Ext. Price
2	2	0	Post-Imprinter, Canon Scanner DR-G2140	\$ 0.00	\$ 560.00	\$ 1,120.00

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$ 1,120.00
		Tax	\$ 86.80
		Freight	\$ 72.48
		Trade Discount	\$ 0.00
		Total	\$ 1,279.28

Comments:

02/20/2020 FedEx#777821664865



County of Inyo



County Administrator - Advertising County Resources

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT: Request your Board approve a payment from the 2019-20 Advertising County Resources Budget, 011400, to Meredith Corporation for a total of \$12,520.00 for an Inyo County one-third page advertisement in the 2020 California Visitor Guide and website.

RECOMMENDED ACTION:

Request your Board approve a payment of \$12,520.00 from the 2019-20 Advertising County Resources Budget to Meredith Corporation for an Inyo County one-third page advertisement in the 2020 California Visitor Guide and website.

SUMMARY/JUSTIFICATION:

Advertising in the California Visitors Guide and Travel Planner has proven to be a sound marketing and public relations investment and has become a primary component of the County's overall marketing strategy. The Guide has a circulation of more than 500,000 copies, and is the primary fulfillment piece mailed or otherwise distributed to potential visitors to California from the United States and the rest of the world.

The Visitor Guide is also available online at the California Travel and Tourism Commission web site, www.visitcalifornia.com which sees more than 1 million visitors a year.

The California Travel and Tourism Commission sustains a yearly, \$120 million national and international advertising campaign to promote California Tourism, and has satellite offices in Europe, Mexico and other locations.

The County and the two chambers of commerce in the county (Lone Pine and Death Valley) receive a free listing in the guide, which contains the address, website, e-mail, phone number, etc. for those seeking more information. (The Bishop Chamber of Commerce also advertises in the California Visitors Guide.)

As an advertiser in the California Visitors Guide, Inyo County and its chamber partners also have the opportunity to generate publicity through the CTTC web page, press releases, and story leads for travel writers. On average, about three "story leads" per month are sent out from CTTC asking for information for a potential story about travelling in California. The stories run the gamut from hikes with dogs to wine tasting tours to hotel and motel discounts for special events or holidays. These leads are also sent to local chambers to disperse to their members and other local businesses or attractions.

More importantly, CTTC seeks out information for quarterly press releases and web page updates about each region, which allows Inyo County to highlight its many attractions. Information about attractions (from museums to rock climbing to fishing) and events (49ers Encampment, Fourth of July, and LP Film Festival) can also be uploaded onto the CTTC webpage, which is an ongoing process.

In 2020, the “open rate” for Inyo County’s one-third page ad (see attached ad) in the High Sierra Section of the guide is \$18,600, but after a variety of discounts, the final cost is \$12,520.

The 2020 guide was published at the end of January, 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could deny the request.

OTHER AGENCY INVOLVEMENT:

County Administrator, County Auditor-Controller

FINANCING:

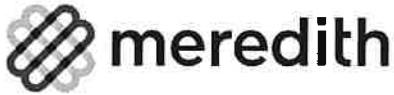
The 2019-20 Advertising County Resources Budget (011400) is financed from the General Fund. Payment for this ad will be taken from the ACR Advertising Budget (5263), which has a board-approved allocation in 2019-20 of \$40,000.

ATTACHMENTS:

1. Ad Invoice and Proof

APPROVALS:

Jon Klusmire	Created/Initiated - 3/20/2020
Darcy Ellis	Approved - 3/20/2020
Marshall Rudolph	Approved - 3/20/2020
Amy Shepherd	Approved - 3/20/2020
Leslie Chapman	Final Approval - 4/2/2020



1716 Locust Street
Des Moines, IA 50309

Invoice

Bill To:

INYO COUNTY.
PO BOX 206
INDEPENDENCE, CA 93526

Invoice #		Invoice Date	
20116149		12/30/2019	
Terms	Customer #	IO Num	
NET 30	101618	N/A	
Internal Ref			
OPP-0326779			

Advertiser:

INYO COUNTY.

Brand:

Description

National 1/3 Page 4-Color 2020 CALIFORNIA TRAVEL GUIDE

Page	NEP	Net Amount
141	0.33	12,520.00

Additional Invoice Information:

SubTotal 12,520.00

Comments:

Billing Revision 0.00
Revised Net Amount 12,520.00

Questions? Call 1-866-808-4807

Payments

Remittances May Be Sent Via:

Regular Mail

Meredith Corporation
PO Box 730148
DALLAS, TX 75373-0148

Balance Due 12,520.00
USD

ACH or Wire

Bank Name: JPM Chase
Bank Address: One Chase Plaza, Chicago IL 60603 USA
Account Name: Meredith Funding Corporation
Account No: 675525042
ACH Routing #: 071000013
Wire Routing #: 021000021
Swift Code: CHASUS33
Remittance: Wire.RemittanceNMG@meredith.com

CALIFORNIA OFFICIAL STATE VISITOR'S GUIDE
2020 ADVERTISING INSERTION ORDER FORM



TO PLACE AN AD, PLEASE COMPLETE THIS FORM AND EMAIL TO:

Therese Petersen, Sales Coordinator
 2951 Cassia Street
 Newport Beach, CA 92660
 949.244.3075
 therese.petersen@meredith.com

Name of Advertiser Inyo County
 Address PO Box 206
 City Independence State CA Zip 93526
 Contact Person Jon Klusmire
 Email jklusmire@inyocounty.us
 Phone (760) 878-0258

Name of Agency _____
 Address _____
 City _____ State _____ Zip _____
 Contact Person _____
 Email _____
 Phone _____
 Sales Representative Tom Ward

BILL TO: Advertiser Agency
Party being invoiced must sign the document.

Signature [Handwritten Signature]
 Date 9-13-19

FOR MATERIAL QUESTIONS CONTACT:
Rachael Martin, Ad Production Supervisor
 Meredith Content Center
 1716 Locust Street, Des Moines, IA 50309
 515.284.3089
 rachael.martin@meredith.com

*Meredith will not be held responsible for lost or damaged materials.

ADVERTISING INFORMATION

Insertion order and materials due: **September 8, 2019**

DISPLAY:

- Spread \$78,470
- Full Page \$41,900
- 2/3 Page (v) \$32,700
- 1/2 Page (h) \$26,200
- 1/3 Page (square or vertical) \$18,600
- 1/6 Page (v or h) \$10,570
- Enhanced Listing \$1,200
- Other:

Format: Third, square

Art due to Meredith portal by Sept. 16th (extension).

Terry Petersen will be in touch regarding the Enhanced Listing.

PREMIUM PLACEMENT:

- Back Cover \$54,480
- Inside Front Cover \$52,390
- Inside Back Cover \$48,190

RATE: \$ 18,600

DISCOUNT: _____ % (Deadline: July 14, 2019)

NET: \$ 12,520

PAYMENT METHOD:

- Payment in advance now via credit card, ach wire or check.
- Net 30 payment terms—apply for credit.

CHECKS PAYABLE TO: Meredith Corporation
MAIL TO: P.O. Box 730148, Dallas, TX 75373-0148

TERMS: NET 30 DAYS. AGENCY AND ADVERTISER WILL BE HELD JOINTLY AND SEVERALLY LIABLE TO PUBLISHER. In the event of non-payment, Agency and Advertiser shall also be liable for all collection expenses (including attorney's fees). If Meredith Corporation refers Agency/Advertiser invoice(s) to a collection agency or attorney any discounts, including agency commission, shall not apply and shall be deemed revoked. **Agency will be billed unless otherwise specified.** All terms and conditions of the above-referenced magazine's rate card apply and are incorporated herein by reference. These terms may not be altered in any way without the written consent of Meredith Corporation. By signing above, the Authorized Representative represents and warrants that s/he has full authority to find the above-identified company to the terms and conditions set forth above and incorporated herein.

LAKESHORE

China Peak. Ski and snowboard in the winter or mountain bike in summer. 559/233-2500; skichinapeak.com

LEE VINING

Mono Lake Tufa State Reserve. Hike, swim, and kayak to see the natural limestone "tufa towers." 760/647-6331; parks.ca.gov

LONE PINE

Lone Pine Chamber of Commerce. Lone Pine is golden trout headquarters. Gateway to Mount Whitney and Death Valley. Home to the Lone Pine Film Festival. 760/876-4444; info@lonepinechamber.org; lonepinechamber.org See ad, p. 141

MAMMOTH LAKES

Mammoth Lakes Basin. Hike or bike the 5.3-mile paved multiuse Lakes Basin Path, which connects the North Village to Horseshoe Lake and other popular destinations. 760/934-2712; mammothtrails.org

Mammoth Lakes Tourism. 2510 Main St. Official visitor information. A year-round adventureland of legendary proportions. Home of Mammoth Mountain, Rainbow Falls, and Devils Postpile National Monument. 888/466-2666; visitmammoth.com See ad, p. 137

Mono County Tourism. Bridgeport. Explore California's Eastern Sierra along Scenic Byway U.S. 395. Visit Yosemite's east entrance, Bodie ghost town, Mono Lake's tufa towers. Hiking, fishing, skiing, brilliant fall colors. Free visitors guide. 800/845-7922; monocounty.org See ad, p. 137

MARIPOSA

California State Mining and Mineral Museum. View breathtaking gems and minerals from around the world; experience mining history. 209/742-7625; parks.ca.gov

Mariposa Museum & History Center. Exhibits include a Miwok Indian display and a view of a miner's cabin. 209/966-2924; mariposamuseum.com

Merced River. Find wave trains and exhilarating rapids; ideal for rafters of all levels. 209/736-4677; oars.com

MARKLEEVILLE

Grover Hot Springs State Park. Open pine forest, hot springs, and hiking trails. 530/694-2248; parks.ca.gov

NORDEN

Donner Ski Ranch. Find a laid-back skiing experience with family-friendly features and backside terrain for advanced riders. 530/426.3635; donnerskiranch.com

NORTH FORK

Sierra Vista National Scenic Byway. Tour 100 miles of panoramic views on this spectacular drive. 559/877-2218; sierravistascenicbyway.org

OAKHURST

Fresno Yosemite International Airport. 5175 E. Clinton Way. Central California's Premier Airport. Your gateway to adventure and three majestic National Parks! 559/621-4500; flyfresno.com See ad, p. 133

Madera Wine Trail. A must-do for wine enthusiasts. California's oldest wine region features award-winning wines from family-owned wineries. 800/613-0709; maderawinetrail.com See ad, p. 133

Majestic Mountain Loop. Visit three of California's National Parks in as little as three days: Sequoia, Kings Canyon, and Yosemite. Take a plane, take a car, or take a guided tour. 559/683-4636; majesticmountainloop.com See ad, p. 133

Visit Yosemite | Madera County. 40343 Highway 41. Oakhurst. Madera County: California's Gateway to

HIGHEST

LOWEST

OLDEST

The Other Side of California

DEATH VALLEY AND THE EASTERN SIERRA

#exploreinyocounty

theothersideofcalifornia.com

CLEARLY TAHOE

EXPLORE OUR WORLD

Visit us online to reserve your spot today!

Call Now (530)554-4664

Clear Kayak
Tours & Rentals
on Lake Tahoe

WWW.CLEARLYTAHOE.COM

BISHOP CALIFORNIA

Small Town with a Big Backyard

Request a FREE Visitor Guide

(760) 873 8405 #VISITBISHOP
WWW.BISHOPVISITOR.COM



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Kelley Williams

SUBJECT: Designate the County Administrative Officer/Director of Emergency Services as the Applicant's Agent to request State and Federal Disaster Funding

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-14 designating the County Administrative Officer and the Director of Emergency Services as the County of Inyo's Applicant's Agent, as required by the California Office of Emergency Services.

SUMMARY/JUSTIFICATION:

On March 16, 2020, the Inyo County Public Health Officer did hereby find that there was an imminent and proximate threat to public health from COVID-19 and thereby declared a local health emergency existed in Inyo County.

On March 17, your Board approved Resolution No. 2020-11 which ratified the County Health Officer's declaration of the existence of a local health emergency, finding that there continues to exist an imminent and proximate threat to public health from the introduction of the COVID-19 virus in Inyo County.

Also on March 17th, your Board approved Resolution No. 2020-12, which proclaimed the existence of a local emergency and that this emergency shall be deemed to continue to exist until duly terminated. The resolution also directed that the emergency proclamation be sent forward to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for any and all assistance, including that available under the California Disaster Assistance Act (CDAA) and the Federal Emergency Management Agency (FEMA-Robert T. Stafford Disaster Relief and Emergency Assistance Act).

The COVID-19 has caused devastation across the entire world and is just beginning to build momentum in the United States. In preparation, the Governor of California Proclaimed a State of Emergency on March 4, 2020 and a presidential Major Disaster Declaration was granted on March 22, 2020. Both of these actions will provide State and Federal resources and financial assistance to the County of Inyo, its residents and businesses.

The Resolution that comes before your Board today designates the County Administrative Officer and Director of Emergency Services as the Applicant's Agent. The Resolution will be filed with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and state financial assistance under the California Disaster Assistance Act.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approving this resolution would not be in the best interest of the County.

OTHER AGENCY INVOLVEMENT:

California Office of Emergency Services (CalOES), Federal Emergency Management Agency(FEMA)

FINANCING:

N/A

ATTACHMENTS:

1. CalOES 89 Project Assurances
2. CalOES 126-CDAA Application
3. CalOES-130 Inyo DESIGNATION OF APPLICANTS AGENT RESOLUTION

APPROVALS:

Kelley Williams	Created/Initiated - 3/23/2020
Darcy Ellis	Approved - 3/24/2020
Kelley Williams	Approved - 3/24/2020
Marshall Rudolph	Approved - 3/25/2020
Amy Shepherd	Approved - 3/25/2020
Clint Quilter	Final Approval - 3/26/2020

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: County of Inyo
(Name of Organization)

ADDRESS: 168 N. Edwards Street

CITY: Independence STATE: CA ZIP CODE: 93526

TELEPHONE: (760) 878-0120 FAX NUMBER: (760) 878-0465

AUTHORIZED AGENT: Clint Quilter TITLE: CAO/Director of OES

EMAIL ADDRESS: cquilter@inyocounty.us

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

- 20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.

- 21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension.”

“I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof.”

Mathew Kingsley

PRINTED NAME

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Inyo County Board of Supervisor-Chair

TITLE

DATE



For Internal Use Only

Cal OES Application #: _____

Disaster No #: _____

DUNS #: _____

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

1. APPLICANT'S NAME AND ADDRESS

APPLICANT: County of Inyo
ADDRESS: 168 N. Edwards, P.O. Drawer N
CITY & ZIP: Independence, 93526
PHONE: (760) 878-0120

2. APPLICANT'S AUTHORIZED AGENT
(Attach Resolution of Designation unless an accurate "universal" resolution is on file.)

NAME: Clint Quilter
TITLE: County Administrative Officer/Director OES
ADDRESS: 168 N. Edwards, P.O. Drawer N
CITY & ZIP: Independence, 93526
PHONE: (760) 878-0292
FACSIMILE: (760) 878-0465
E-MAIL: cquilter@inyocounty.us

3. PROJECT SUMMARY – Attach a List of Projects as defined in Title 19 of the California Code of Regulations, Section 2970(a)(4).

ASSURANCES AND AGREEMENTS

- A. The applicant certifies (to the best of his knowledge and belief) the disaster relief work herein described for which state financial assistance is requested, is eligible in accordance with the criteria contained in the Disaster Assistance Act (Government Code, Section 8680 et seq).
- B. The applicant is the legal entity responsible under law for the performance of the work detailed and accepts such responsibility.
- C. The applicant certifies that the disaster relief work herein described for which state assistance is requested hereunder, does not or will not duplicate benefits received for the same loss from another source.
- D. The applicant certifies that they have undertaken to recover maximum federal participation in funding street and highway project and public facility projects.
- E. The applicant certifies that all information given herein is to the best of its knowledge and belief, true and correct.
- F. The applicant agrees to (1) provide without cost to the state all lands, easements, and rights-of-way necessary for accomplishment of the approved work and

(2) The applicant agrees to hold and save the State of California, its officers, agents and employees free from damages due to the approved work.
- G. (1) The applicant agrees to comply with Section 3700 of the Labor Code, which requires every employee to be insured against liability for Workmen's Compensation, or to undertake self-insurance in accordance with provisions of the code; and will comply with such provisions before commencing the performance of the work.

(2) The applicant agrees to comply with the Fair Practices Act in connection with the performance of work under this agreement wherein it agrees it will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age or national origin; and it agrees to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

(3) If any real property or structure thereon is provided or improved with the aid of the state financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of such property, any transferee for the period during which the provision of similar services of benefits. If any personal property is so provided, this assurance shall obligate the applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the applicant for the period during which the state financial assistance is extended to it by the agency.

(4) This assurance is given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursement, advances, contracts, property, discount, or other state financial assistance extended after the date hereon to the applicant. The applicant recognizes and agrees that such state financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the state shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and a person or persons whose signatures appear on this form, or is authorized to sign this assurance on behalf of the applicant.

- H. The applicant certifies that all financial assistance received under this application will be, or has been, expended in accordance with applicable laws and regulations. The applicant certifies that any work performed by a state agency at their request shall be agreed upon in writing and be subject to the State Contract Act. The applicant certifies that the work performed, or to be performed, is in accordance with the state and local laws governing the performance of such work.
- I. The applicant certifies compliance with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
- J. The applicant certifies that on contracts involving expenditures in excess of \$25,000, it obtained from the contractor a payment bond in accordance with Sections 3247 through 3252 of the Civil Code.
- K. **BY ACCEPTING THESE FUNDS, THE APPLICANT IS NOT FORFEITING ANY RIGHTS WHATSOEVER, INCLUDING THE RIGHT TO A FAIR HEARING.**

4. SIGNATURE OF APPLICANT'S AUTHORIZED AGENT

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subgrantee to enter into this agreement for and on behalf of the said subgrantee, and by my signature do bind the subgrantee to the terms thereof."

SIGNATURE: _____ DATE: _____

TITLE: County Administrative Officer/Director OES

5. Cal OES APPROVAL

SIGNATURE: _____ DATE APPROVED: _____

TITLE: _____

RESOLUTION NO. 2020-

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20 _____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20 _____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.
Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.
Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.
Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order in an amount not to exceed \$20,000, payable to Ben Ditto of Bishop, CA for additional content creation regarding local COVID-19 information.

SUMMARY/JUSTIFICATION:

Mr. Ditto was retained with a sole-source justification to create information videos regarding local COVID-19 issues. This blanket purchase order is coming to your Board due to the fact that Mr. Ditto is also one of a number of content creators for our recreational video series under our Explore Inyo County brand, and the total possible payments to Mr. Ditto require your Board's approval pursuant to the purchasing policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

Expenses related to this purchase order will be paid out of the CAO-COVID19 budget that your Board recently approved. Budget #010208, Object Code 5265.

ATTACHMENTS:

APPROVALS:

John Vallejo
Darcy Ellis
John Vallejo
Marshall Rudolph

Created/Initiated - 3/27/2020
Approved - 3/31/2020
Approved - 3/31/2020
Approved - 3/31/2020

Amy Shepherd

Final Approval - 3/31/2020



County of Inyo



County Administrator - Motor Pool

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Leslie Chapman

SUBJECT: Authorization to increase the blanket purchase order amount to Bishop Automotive Center.

RECOMMENDED ACTION:

Request Board approve an increase in the amount of the blanket purchase order with Bishop Automotive Center by \$12,000 to a not-to-exceed amount of \$52,000 from the Motor Pool budget.

SUMMARY/JUSTIFICATION:

The County utilizes outside vendors for preventative maintenance and repair of approximately 150 County owned vehicles in the Motor Pool fleet. Bishop Automotive is one of the vendors used by the County. In addition, purchase of tires are made from Bishop Automotive.

On August 6, 2019 your Board approved a blanket purchase order to Bishop Automotive Center in an amount of \$40,000 for the purchase of tires and for maintenance of Motor Pool vehicles. This fiscal year Motor Pool has been required to make some unanticipated tire purchases in order to maintain the fleet and anticipate additional repairs for the remaining months of the fiscal year. As a result, we find it necessary to increase our purchase order with Bishop Automotive and request your Board's authorization for the increase.

Having an open purchase order expedites repairs by allowing us to process payments in a timely manner and provides for efficiency in the Auditor's office issuing payments. Increasing this purchase order will not negate the requirements of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize an increase in this blanket purchase order. In that event a separate purchase order for each individual transaction would be used. The net effect would result in a delay every time a motor pool vehicle requires service.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Included in the Motor Pool budget for the 2019-2020 fiscal year budget 200100 object codes 5171 and 5173.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 3/17/2020
Darcy Ellis	Approved - 3/19/2020
Teresa Elliott	Approved - 3/19/2020
Leslie Chapman	Approved - 3/26/2020
Amy Shepherd	Approved - 3/26/2020
Leslie Chapman	Final Approval - 4/2/2020



County of Inyo



County Administrator - Purchasing

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Emma Bills

SUBJECT: Renew Contract to Purchase HP Toner Cartridges for 2019-2020

RECOMMENDED ACTION:

Request Board: A) exercise the County's option to renew Bid No. 2017-06 HP Toner Cartridges a third year with The Tree House, Inc. for HP Toner Cartridges; and B) authorize purchase orders that exceed \$10,000 to be issued to The Tree House, Inc. for Fiscal Year 2019-2020 from the Purchasing Revolving Budget in an amount not to exceed \$20,000.

SUMMARY/JUSTIFICATION:

In October 2018 the County solicited bids for HP toner cartridges for Fiscal Year 2017-2018. The Tree House Inc. provided the best cost value to the County and was awarded the bid with the option to renew the contract a second and third year. Your Board renewed the contract for Fiscal Year 2018-2019. The Tree house Inc. has provided excellent service to the County at below competitive prices for two years and has agreed to extend these prices a third year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award this bid, or authorize the approval of purchase orders, but this alternative is not recommended. The Purchasing Department feels that they have obtained the best prices available through competitive process.

OTHER AGENCY INVOLVEMENT:

The departments submitted a list of Toner Cartridges used by their department.

FINANCING:

Traditionally, County departments have included the cost for printing needs in the appropriations in their budgets.

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Emma Bills
Amy Shepherd
Clint Quilter

Created/Initiated - 3/27/2020
Approved - 3/27/2020
Approved - 3/27/2020
Final Approval - 3/30/2020



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Jeffrey Thomson

SUBJECT: Amendment to Tulare County Agreement 27885

RECOMMENDED ACTION:

Request Board approve Amendment No. 27885 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2020 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered an agreement with Tulare County on November 1, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement was for a period of one (1) year. The two counties amended the agreement on July 1, 2017, July 1, 2018, and July 1, 2019, for an additional year. The Probation Department requests that the agreement be amended to include an extension of one (1) year, effective July 1, 2020, and expiring on June 30, 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

All financial terms remain the same as the original agreement.

ATTACHMENTS:

1. FY16-17 Original Agreement- Inyo County Probation Department
2. FY 20-21 Amendment D to Agreement #27885 County of Inyo

APPROVALS:

Krystal Phillips
Darcy Ellis
Krystal Phillips
Marshall Rudolph
Amy Shepherd
Jeffrey Thomson

Created/Initiated - 3/19/2020
Approved - 3/19/2020
Approved - 3/20/2020
Approved - 3/20/2020
Approved - 3/20/2020
Final Approval - 3/21/2020

AGREEMENT
County of Inyo

I. INTRODUCTION

THIS AGREEMENT is entered into as of NOV. 1 2016, between the COUNTY OF TULARE, referred to as PROVIDER COUNTY, and the COUNTY OF INYO, referred to as RECIPIENT COUNTY, with reference to the following:

II. RECITALS

- A. At present RECIPIENT COUNTY is closing its Juvenile Detention Facility and will no longer have a capacity to detain and/or commit juvenile offenders;
- B. RECIPIENT COUNTY desires, and PROVIDER COUNTY is willing to provide, facilities and services for the detention and/or commitment of juvenile offenders on the terms and conditions expressed in this Agreement;

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **TERM:** This Agreement shall become effective as of July 1, 2016, and shall expire at 11:59 PM on June 30, 2017, unless otherwise terminated as provided in this Agreement.
2. **SERVICES TO BE PERFORMED:** PROVIDER COUNTY agrees to provide detention and/or commitment services in existing juvenile facilities for juvenile offenders as designated by RECIPIENT COUNTY, but subject to availability. The services shall include, without limitation, appropriate secure housing, food, clothing, schooling, counseling, and health and medical care. For purposes of this Agreement, "juvenile offender" shall mean any person under the age of 18 years subject to, or under the jurisdiction of, the Juvenile Court law as described in Welfare and Institutions Code §602.
3. **COST OF SERVICES:** RECIPIENT COUNTY agrees to pay PROVIDER COUNTY the amount of One Hundred Thirty-Five Dollars (\$135) per bed occupied by each juvenile offender, per day, each and every day (or partial day) for the entire term of the agreement for such services.
4. **METHOD OF PAYMENT:** PROVIDER COUNTY shall invoice RECIPIENT COUNTY for such services monthly in arrears, and payment shall be made by RECIPIENT COUNTY within thirty (30) days of receipt of such invoice.

TULARE COUNTY AGREEMENT NO. 27885

5. **RESPONSIBILITIES OF PROVIDER COUNTY:** See attached **EXHIBIT A**.
6. **RESPONSIBILITES OF RECIPIENT COUNTY:** See attached **EXHIBIT B**.

IV. GENERAL TERMS

7. **EMPLOYEE STATUS:** This Agreement is entered into by both parties with the express understanding that PROVIDER COUNTY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the PROVIDER COUNTY or any of its agents, employees or officers as an agent, employee or officer of RECIPIENT COUNTY.
8. **COMPLIANCE WITH LAW:** PROVIDER COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to PROVIDER COUNTY'S employees, PROVIDER COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
9. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
10. **RECORDS AND AUDIT:** RECIPIENT COUNTY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, RECIPIENT COUNTY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, RECIPIENT COUNTY shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

All records, including behavioral medical and mental health shall be provided by the PROVIDER COUNTY to the RECIPIENT COUNTY upon request.

11. **CONFLICT OF INTEREST:**
 - (a) RECIPIENT COUNTY agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but

not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including RECIPIENT COUNTY for this purpose, from making any decision on behalf of PROVIDER COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any PROVIDER COUNTY decision which has the potential to confer any pecuniary benefit on RECIPIENT COUNTY or any business firm in which RECIPIENT COUNTY has an interest, with certain narrow exceptions.

- (b) RECIPIENT COUNTY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the PROVIDER COUNTY designated representative and provide all information needed for resolution of this question.
12. **INSURANCE:** Each of the parties to this Agreement is an entity which is self-insured and/ or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/ or omissions in the performance of its duties under this Agreement.
13. **INDEMNIFICATION:** The RECIPIENT COUNTY and the PROVIDER COUNTY shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
14. **TERMINATION:**
- (a) Without Cause: Either party will have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. RECIPIENT COUNTY will pay to the PROVIDER COUNTY the compensation earned for work performed and not previously paid for to the date of termination.
 - (b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, PROVIDER COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by RECIPIENT COUNTY or anyone acting on RECIPIENT COUNTY'S behalf, as to any matter related in any way to RECIPIENT COUNTY'S retention of PROVIDER COUNTY, or
 - (7) other misconduct or circumstances which, in the sole discretion of the PROVIDER COUNTY, either impair the ability of PROVIDER COUNTY to competently provide the services under this Agreement, or expose the PROVIDER COUNTY to an unreasonable risk of liability.
- (c) **Effects of Termination:** Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where PROVIDER COUNTY'S services have been terminated by the RECIPIENT COUNTY, said termination will not affect any rights of the PROVIDER COUNTY to recover damages against the RECIPIENT COUNTY.
- (d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of PROVIDER COUNTY may immediately suspend performance by PROVIDER COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by RECIPIENT COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

15. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the PROVIDER COUNTY or

RECIPIENT COUNTY, that the PROVIDER COUNTY or RECIPIENT COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

16. NOTICES:

- (a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY OF TULARE:

Board of Supervisors
County Administration Building
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: (559) 636-5000
Fax No.: (559) 733-6898

With A Copy To:

Tulare County Probation Department
County Civic Center
221 South Mooney Boulevard, Room 206
Visalia, California 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2626

COUNTY OF INYO:

Board of Supervisors
County Administrative Center
224 North Edwards Street
Independence, California 93526
Phone No.: (760) 878-0373
Fax No.: _____

- (b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

- 17. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

18. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
19. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
20. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
21. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
22. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
23. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
24. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
25. **ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between PROVIDER COUNTY and RECIPIENT COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
26. **ASSURANCES OF NON-DISCRIMINATION:** PROVIDER COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- (a) It is recognized that both the PROVIDER COUNTY and the RECIPIENT COUNTY have the responsibility to protect PROVIDER COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, RECIPIENT COUNTY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The PROVIDER COUNTY, in its sole discretion, has the right to require RECIPIENT COUNTY to replace any employee who provides services of any kind to RECIPIENT COUNTY pursuant to this Agreement with other employees where PROVIDER COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude PROVIDER COUNTY from terminating this Agreement with or without cause as provided for herein.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

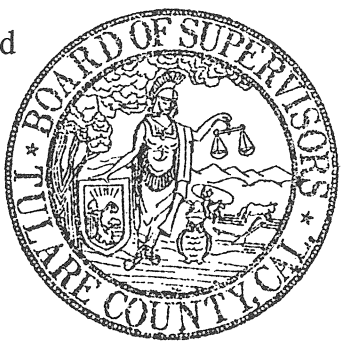
COUNTY OF TULARE

Date: 11.1.16

By: Mike Emm
Chairman, Board of Supervisors
"PROVIDER COUNTY"

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: Daniel A. Ybarra
Deputy Clerk



Approved as to Form
Tulare County Counsel

Date: 9/28/16

By: H.W. [Signature]
Deputy County Counsel # 2016935

COUNTY OF INYO

Date _____

By: [Signature]
Chairman, Board of Supervisors
"RECIPIENT COUNTY"

ATTEST: Kevin Carunchio
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

By: [Signature]
Deputy Clerk

Approved as to Form
Inyo County Counsel

Date: 08/19/2016

By: [Signature]
Deputy County Counsel
Assistant

EXHIBIT A
RESPONSIBILITIES OF THE PROVIDER COUNTY

PROVIDER COUNTY shall be responsible to do the following:

- (a) Provide services for juvenile offenders from RECIPIENT COUNTY as provided in this Agreement;
- (b) Provide periodic medical examinations for such juvenile offenders;
- (c) Detain or commit and care for the juvenile offenders in the same manner as other similar juvenile offenders are detained or committed by PROVIDER COUNTY in its juvenile facilities;
- (d) At the request of RECIPIENT COUNTY, make monthly written progress reports as to the juvenile offenders detained or committed under this Agreement.

EXHIBIT B
RESPONSIBILITIES OF RECIPIENT COUNTY

RECIPIENT COUNTY shall be responsible to do the following:

- (a) Transport, at its own cost and expense, such juvenile offenders as it shall designate for the services to be provided by PROVIDER COUNTY. The juvenile offenders shall be transported to the juvenile facilities designated by PROVIDER COUNTY in accordance with reasonable procedures to which the parties shall mutually agree;
- (b) Provide a copy of any Juvenile Court order required as to that juvenile offender, or a statement in form acceptable to PROVIDER COUNTY that such an order is not required;
- (c) Reasonably avoid transporting juvenile offenders who have a communicable, contagious or infectious disease, or who require immediate medical care and attention;
- (d) Provide a properly executed medical consent form acceptable to PROVIDER COUNTY authorizing PROVIDER COUNTY to provide such medical care and treatment as may become necessary during the time that the juvenile offender is detained or committed in Tulare County;
- (e) Comply with any and all legal requirements not directly involving the detention or commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices and arranging for court appearances;
- (f) Comply with any and all legal requirements involving continued detention or commitment;
- (g) In addition to the daily amount due under Section 2 hereof, reimburse PROVIDER COUNTY for the actual cost of any hospital, medical, surgical, or dental care for the juvenile offenders, other than first aid, except for periodic medical examinations and treatment for injuries and/or illness incurred as a direct result of placement within the facility which PROVIDER COUNTY shall provide at its own cost and expense;
- (h) Promptly take delivery of any juvenile offender required to be released or otherwise returned by PROVIDER COUNTY to RECIPIENT COUNTY;
- (i) Comply with eligibility requirements for the service.

**FOURTH AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THIS FOURTH AMENDMENT (“Amendment”) to Tulare County Agreement Number 27885 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“PROVIDER COUNTY”) and **COUNTY OF INYO** (“RECIPIENT COUNTY”) as of _____, with reference to the following:

- A. The PROVIDER COUNTY and RECIPIENT COUNTY entered into the Agreement on **November 1, 2016**, to obtain facilities and services for the detention and/or commitment of juvenile offenders;
- B. PROVIDER COUNTY and RECIPIENT COUNTY have previously entered into three (3) amendments. Amendment number one (1) was entered for the period of July 1, 2017 through June 30, 2018. Amendment number two (2) was entered for the period of July 1, 2018 through June 30, 2019. Amendment number three (3) was entered for the period of July 1, 2019 through June 30, 2020;
- C. PROVIDER COUNTY and RECIPIENT COUNTY now wish to amend the Agreement in order to extend the term one additional year.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. **Section 1** of the Agreement, entitled “TERM”, is hereby revised to read as follows:

TERM: This Agreement shall become effective as of **July 1, 2016** and shall expire at 11:59 PM on **June 30, 2021** unless otherwise terminated as provided in this Agreement.

- 2. This Fourth Amendment becomes effective as of **July 1, 2020**.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**FOURTH AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: CLINT QUILTER
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By _____
Deputy

Matter # _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Jeffrey Thomson

SUBJECT: Review of the rules, regulations, and administrative policy of the Inyo County Probation Department's electronic monitoring program.

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.

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.

The attached electronic monitoring program has remained unchanged with the exception of the sliding fee discount scale to reflect the 2020 Federal Poverty Guidelines.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors can reject the rules, regulations, and administrative policy. However, this is not recommended as the EM 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 AGENCY INVOLVEMENT:

FINANCING:

The EM Program is currently an offender paid program. All equipment and monitoring service costs are paid for by the offender using the program.

ATTACHMENTS:

1. EMP Manual and 2020 Sliding Fee Scale

APPROVALS:

Krystal Phillips	Created/Initiated - 3/6/2020
Darcy Ellis	Approved - 3/6/2020
Krystal Phillips	Approved - 3/9/2020
Marshall Rudolph	Approved - 3/9/2020
Amy Shepherd	Approved - 3/9/2020
Jeffrey Thomson	Final Approval - 3/9/2020



**ALTERNATIVE SENTENCING
POLICY MANUAL**

SECTION: 1

Page 1 of 4

SUBJECT: EMP MANUAL-Program Authority/ Rules and
Regulations/Eligibility/Rejection/Termination

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 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 his/her 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.
- m. Pay all fees and costs of alternative sentencing or release programs.

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. **An application fee may be required.**

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
 COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
 CHIEF PROBATION OFFICER

MARK A. OLSEN
 DEPUTY CHIEF



Electronic Monitoring Sliding Fee Scale
2020 Federal Guidelines

Annual Income Thresholds by Sliding Fee Discount Pay Class and % of Poverty						
Family Unit Size	Minimum Fee (\$5/day)	45% pay	55% pay	65% pay	80% pay	100% pay
Poverty	100%	125%	150%	175%	200%	Over 200%
1	12,760	15,950	19,140	22,330	25,520	>25521
2	17,240	21,550	25,860	30,170	34,480	>34481
3	21,720	27,150	32,580	38,010	43,440	>43441
4	26,200	32,750	39,300	45,850	52,400	>52401
5	30,680	38,350	46,020	53,690	61,360	>61361
6	35,160	43,950	52,740	61,530	70,320	>70321
7	39,640	49,550	59,460	69,370	79,280	>79281
8	44,120	55,150	66,180	77,210	88,240	>88241

Note:

Based on the 2020 federal poverty guideline.
 For families/households with more than 8 persons, add \$4,480 for each additional person.

Monthly Income Thresholds by Sliding Fee Discount Pay Class and % of Poverty						
Family Unit Size	Minimum Fee (\$5/day)	45% pay	55% pay	65% pay	80% pay	100% pay
Poverty	100%	125%	150%	175%	200%	201%
1	1,063	1,329	1,595	1,860	2,126	>2127
2	1,437	1,796	2,156	2,515	2,874	>2874
3	1,810	2,263	2,715	3,168	3,620	>3620
4	2,183	2,729	3,275	3,820	4,366	>4367
5	2,557	3,196	3,836	4,475	5,114	>5114
6	2,930	3,663	4,395	5,128	5,860	>5860
7	3,303	4,129	4,955	5,780	6,606	>6607
8	3,677	4,596	5,516	6,435	7,354	>7355

Note:

The monthly schedule is equal to the annual schedule divided by 12 months.

Bishop Office: 918 N. Main Street, Bishop, CA 93514
 (760) 872-4111 • Fax: (760) 872-0931
 Juvenile Division: 912 N. Main Street, Bishop, CA 9351
 (760) 872-4005 • Fax: (760) 872-0930

Independence Office: 201 Mazourka Canyon Road
 P.O. Box T, Independence, CA 93526
 (760) 878-0426 • Fax: (760) 878-1010
 Juvenile Center: P. O. Box 306, Independence, CA 93526



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Travis Dean

SUBJECT: Temporary closure of Highland Drive in Bishop

RECOMMENDED ACTION:

Request Board approve the closure of a portion of Highland Drive in Bishop in front of 2740 Highland Drive, on April 15, 2020, between 8:30 a.m. and 5:00 p.m.

SUMMARY/JUSTIFICATION:

Roadway Construction Service is planning on replacing Southern California Edison poles TD#1636232 and #224374S. The replacement of these poles requires a crane that's width is such that it will not leave a 10' traveled way on either side during operation. The contractor will be responsible for notifying all effected residents and emergency personnel.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the road closure. This is not recommended, as there is not an alternative way to replace said poles.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

ATTACHMENTS:

1. Highland Drive Road Closure

APPROVALS:














Travis Dean
Darcy Ellis
Travis Dean
Chris Cash

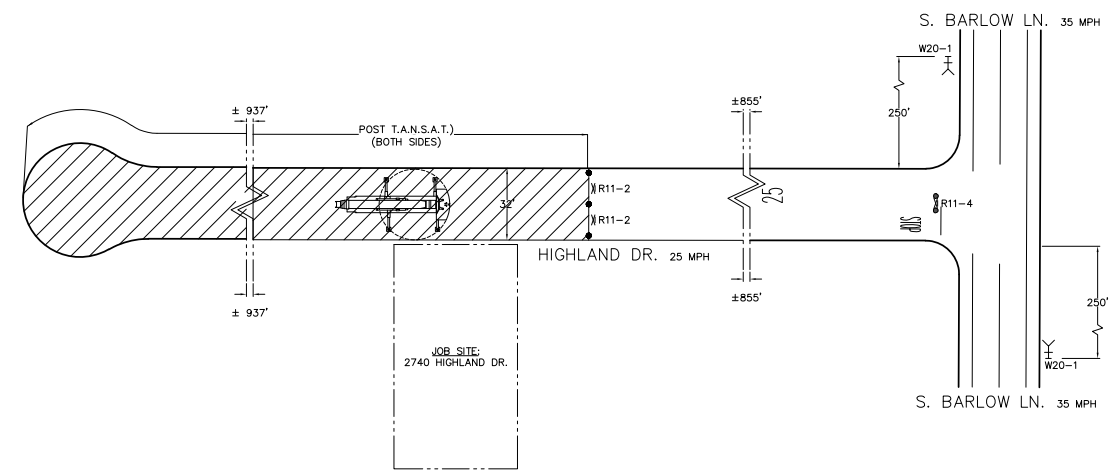
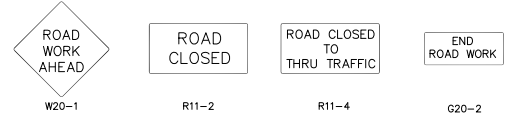
Created/Initiated - 3/11/2020
Approved - 3/12/2020
Approved - 3/12/2020
Approved - 3/12/2020

Marshall Rudolph
Michael Errante

Approved - 3/12/2020
Final Approval - 3/16/2020

LEGEND:

-  - HIGH LEVEL WARNING DEVICE
-  - FLASHING ARROW SIGN (FAS)
-  - FLAGGER TO ASSIST LOCAL, EMERGENCY AND PEDESTRIAN TRAFFIC.
-  - SIGN
-  - TYPE-III BARRICADE
-  - TYPE-I OR II BARRICADE
-  - CHANNELIZATION DEVICE
-  - SIGNALIZED INTERSECTION
-  - BUS STOP
-  T.O.W.A.Y - NO STOPPING ANYTIME
-  - DRIVEWAY
-  - WORK AREA
-  - CRANE



GENERAL NOTES-TRAFFIC CONTROL

It is the responsibility of the contractor performing work to install and maintain the traffic control devices as shown herein, as well as any such additional traffic control devices as may be required to insure the safe movement of vehicular and pedestrian traffic through or around the work area and provide maximum protection and safety to construction workers.

All traffic control devices shall be kept in their proper position at all times and shall be repaired, replaced, or cleaned as necessary to preserve their appearance and continuity.

All traffic control devices and traffic control work shall conform to the latest editions of:
 -The California Manual on Uniform Traffic Control Devices (CA MUTCD)
 -Work Area Traffic Control Handbook (WATCH Manual)
 -Standard Specifications for Public Works Construction ("Greenbook")

All flashing arrow signs shall be solar powered.

Contractor shall provide flagmen as necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

Contractor shall remove temporary traffic delineation, signage, and other devices when no longer required, and shall restore areas to original conditions.

Contractor shall cover existing signs where they conflict with construction detours and signing.

All open excavation or construction work shall be a minimum of 5' from any operating traffic lanes.

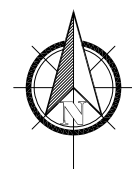
Contractor shall coordinate with the city for any temporary traffic signal timing modifications.

All striping and marking shall conform to Section 314 of the Standard Specification for Public Works Construction. Temporary removable striping tape (detour grade) may be used in lieu of painted striping.

The contractor shall provide for access to all adjacent properties during work hours. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners/operators.

All signs shall be retro-reflectORIZED and standard size.

The contractor shall provide for safe pedestrian access at all times.



CONTRACTOR

 BRAGG CRANE
 6251 PARAMOUNT BLVD.
 LONG BEACH, CA 90805
 PHONE: (562) 984-2400

COUNTY OF INYO

TRAFFIC CONTROL PLAN FOR:
 2740 HIGHLAND DR.

SCOPE OF WORK:
 CRANE PLACEMENT

SUBMITTAL REVIEW																				

DATE DRAWN:	3-2-20	SHEET	1
DRAWING NO.	7949	OF	1
DESIGNED BY:	MATTHEW MENDOZA		
REVIEWED BY:	RICK COFFMAN		



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT: Amendment 2 to the agreement between Inyo County and ESA for the Bishop Airport Environmental Assessment

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the additional scope to be included in the Environmental Assessment (EA) and Initial Study (IS) of the Bishop Airport, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On January 7, 2020, your Board approved Amendment 1 to the contract with Environmental Science Associates (ESA) for 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). At the time of that amendment, the scope of the environmental documents included the issuance of the Airport Operating Certificate and the amendment of United Airlines Operating Specifications to allow commercial air service to the Bishop Airport. Since that amendment, a small improvement project to the runway safety area for Runway 12/30 was identified as necessary in the short term. The ground disturbance associated with this project will be analyzed in the IS and EA, and requires additional scope and costs to be added to the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

November 15, 2018 Board approved contract with ESA
January 7, 2020 Board approved amendment 1

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, and including the safety area project in the current IS/EA will avoid additional costs in the future to prepare subsequent documents.

OTHER AGENCY INVOLVEMENT:

Federal Aviation Administration (FAA)

FINANCING:

The cost associated with this amendment is \$29,726, which will be paid from Budget Unit 010201 (CAO-ACO),

Object Code 5265 (Professional Services). The costs associated with this amendment will be reimbursable at 90% by the FAA when the construction grant for the associated project is awarded.

ATTACHMENTS:

1. ESA Contract
2. ESA Contract Amendment 1
3. ESA Amendment 2

APPROVALS:

Ashley Helms	Created/Initiated - 3/12/2020
Darcy Ellis	Approved - 3/12/2020
Ashley Helms	Approved - 3/25/2020
Michael Errante	Approved - 3/25/2020
Marshall Rudolph	Approved - 3/26/2020
Denelle Carrington	Approved - 3/30/2020
Amy Shepherd	Approved - 3/30/2020
Michael Errante	Approved - 3/30/2020
Clint Quilter	Final Approval - 3/30/2020

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 13th 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 13th
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:
AGENDA NUMBER
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.

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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: _____

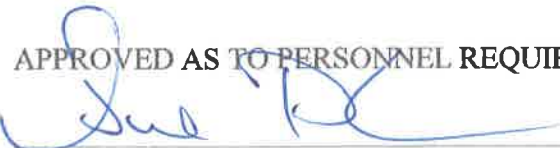
APPROVED AS TO FORM AND LEGALITY:


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**

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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.



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**

		<i>Employee Names</i>				<i>Labor Category</i>					
Task #	Task Name/Description	\$	297	\$	306	\$	164	\$	160	Total Hours	Labor Price
1.0	Prepare Draft EA Scope and Cost Estimate	1		2	2	12	10	25.00	\$	4,477	
2.0	Coordination with FAA			2	4	2	8.00	\$	1,588		
3.0	Prepare Final EA Scope and Cost Estimate	1		2	2	4	9.00	\$	1,877		
Total Hours		2		6	18	42					
Total Labor Costs		\$	594	\$	1,835	\$	2,953	\$	2,560	\$	7,942

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.

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
____ DAY OF _____, 2020.

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 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.



Ms. Ashley Helms
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



Ms. Ashley Helms
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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 (O₃) and PM₁₀. 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_x), 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.



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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 CO²e) 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



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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.



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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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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,

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 highly stylized and cursive, with a long horizontal flourish extending to the right.

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: _____

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 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.

**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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT: Approval of the bid documents and authorization to advertise the Runway 12-30 Rehabilitation Project

RECOMMENDED ACTION:

Request Board:

- A) Approve the plans and specifications for the Runway 12-30 Rehabilitation Project at the Bishop Airport;
- B) Authorize the Public Works Director to advertise and bid the project; and
- C) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Project (AIP) funding Grant Agreement for the Runway 12-30 Rehabilitation Project at the Bishop Airport.

SUMMARY/JUSTIFICATION:

Inyo County has tentatively received a grant from the Federal Aviation Administration (FAA) for the rehabilitation of Runway 12-30, the primary runway at the Bishop Airport.

The scope of work includes crack fill, mill, overlay and markings of the center 100 feet of the runway, and full depth reclamation and 2.5 inch overlay of the 25 foot paved shoulders. A bid additive would place an additional 2.5 inch overlay on the runway shoulders.

The project will be fully funded by an FAA grant, but the grant is not yet in place. FAA procedures require that bids for the project be opened and approved for funding prior to finalizing grant funding; the construction contract will not be awarded until the grant is executed.

The construction contract, construction engineering, and construction management costs are one hundred percent reimbursable by the anticipated FAA Grant Agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the plans and specifications and advertising for bids for the Runway 12-30 Rehabilitation Project at the Bishop Airport. This is not recommended because a FAA Grant Agreement for construction needs to be as soon as possible. If the FAA timeline for grant award is not met, the County may not receive funding for the project.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The costs associated with this construction project, including design and construction administration, are fully reimbursable by the forthcoming FAA grant agreement. A budget amendment for Budget 631100 (Bishop Air Runway Rehab) will be brought to your Board with the recommendation of award.

ATTACHMENTS:

1. BISHOP Runway 12-30 Design 3-20-20
2. BISHOP Runway 12-30 Bid Package + Specs

APPROVALS:

Ashley Helms	Created/Initiated - 3/30/2020
Darcy Ellis	Approved - 3/31/2020
Ashley Helms	Approved - 3/31/2020
Breanne Nelums	Approved - 3/31/2020
Michael Errante	Approved - 3/31/2020
Marshall Rudolph	Approved - 3/31/2020
Amy Shepherd	Approved - 3/31/2020
Michael Errante	Final Approval - 3/31/2020



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Office of the Sheriff

SUBJECT: Request Board authorize a purchase order payable to Verizon

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed \$17,864.13, payable to Verizon for tablets, contingent upon the Board's approval of future budgets.

SUMMARY/JUSTIFICATION:

The Sheriff's office has been working towards giving authorized users mobile access to our CAD/RMS information for the past few months. Verizon was the lowest quote at \$429.99 a unit, plus tax and applicable fees.

The onset of the covid-19 pandemic in California occurred at the same time we were getting our quotes together. The vendors are all back ordered on product and recommended we put in an order for the full amount of tablet devices, to serve as a placeholder as product becomes available.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. On March 17,th 2020, the purchase of iRIMS Law mobile was approved. In light of current events, we are looking for ways to comply with state and local guidance and provide alternative work solutions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to purchase the mobile tablet devices. Staff does not recommend this action. These tablets will increase accuracy of data, facilitate compliance with state mandates and allow for deputies to write reports in the field and access CAD/RMS information remotely.

OTHER AGENCY INVOLVEMENT:

Auditor
Board of Supervisors
IT
Purchasing

FINANCING:

Funds are available in the Sheriff General budget (022700) and Jail General budget (022900), Personal and

Safety Equipment (5112).

ATTACHMENTS:

1. IPAD QUOTE SUMMARY
2. 20200317 SUNRIDGE IRIMS LAW

APPROVALS:

Riannah Reade	Created/Initiated - 3/24/2020
Darcy Ellis	Approved - 3/24/2020
Riannah Reade	Approved - 3/24/2020
Marshall Rudolph	Approved - 3/25/2020
Amy Shepherd	Approved - 3/25/2020
Jeffrey Hollowell	Final Approval - 3/25/2020

37 IPADS

INYO TAX

0.0775

VENDOR	STRICTLEYTECH	APPLE.GOV	CDW	SCW	VERIZON
IPAD EACH	\$588.89	\$613.00	\$616.42	\$588.98	\$429.99
TAX	\$45.64	\$47.20	\$47.77	\$45.65	\$48.82
UNIT PRICE	\$634.53	\$660.20	\$664.19	\$634.63	\$478.81
S&H	\$0.00	\$0.00	\$13.59	\$0.00	\$0.00
E-WASTE FEE	\$0.00	\$148.00	\$148.00	\$0.00	\$148.00
EXTENDED	\$23,477.57	\$24,575.31	\$24,736.71	\$23,481.16	\$17,864.13



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: March 17, 2020

FROM: Office of the Sheriff

SUBJECT: Authorize a purchase order payable to Sun Ridge Systems, Inc. for iRIMS Law mobile.

RECOMMENDED ACTION:

Request Board authorize a purchase order in an amount not to exceed (\$11,350), payable to Sun Ridge Systems, Inc. of El Dorado, CA for iRIMS Law mobile and 1 year support.

SUMMARY/JUSTIFICATION:

iRIMS Law will give authorized users secure access to CAD/RMS information through an Android or iOS application. iRIMS Law is an innovative MDT platform tool that will enhance accuracy and timeliness of data collected by deputies while reducing the workload on dispatchers. . The iRIMS Law mobile platform will facilitate compliance with state mandated RIPA data collection and reporting. iRIMS law is a secure platform for deputies to upload and receive confidential information while working in the field.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In 2006, this office purchased the Jail Records Management and Computer Aided Dispatch System from Sun Ridge Systems, Inc. Annually we pay a fee for support services and warranty maintenance. On December 10, 2019, your Board authorized Sun Ridge Systems, Inc as a sole source provider of annual support services for the CAD/RMS system and the payment of \$23,606 for annual maintenance and support to Sun Ridge Systems, Inc. Approval of the iRIMS Law mobile would increase the departments annual expenditures with Sun Ridge to \$34,956 through the end of fiscal year 2019/2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to purchase IRIMS mobile platform. Staff does not recommend this action. iRIMS Law will increase accuracy of data, facilitate compliance with a state mandate and allow for deputies to write reports in the field.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Jail CAD/RMS budget #022950, Professional Services object code #5265

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
Marshall Rudolph
Amy Shepherd
Jeffrey Hollowell

Created/Initiated - 2/25/2020
Approved - 2/26/2020
New -



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Jared Sparks

SUBJECT: Approve purchase of law enforcement equipment with American Emergency Products

RECOMMENDED ACTION:

Request Board: A) declare American Emergency Products of Santee, CA a sole-source supplier of law enforcement vehicle emergency equipment and installation; and B) authorize the issuance of a purchase order in an amount not to exceed \$12,808.25, payable to American Emergency Products of Santee, CA for the installation of two-way radios and purchase of: Truck Vaults (locking vehicle storage), vehicle radio chargers, flashlights and antennas/cabling for four (4) Dodge Durango unmarked law enforcement vehicles.

SUMMARY/JUSTIFICATION:

The Sheriff's Department is requesting the installation of two-way radios and purchase of: Truck Vaults (locking vehicle storage), vehicle radio chargers, flashlights and antennas/cabling for four (4) Dodge Durango unmarked law enforcement vehicles.

Inyo County Motor Pool recently obtained four (4) Dodge Durangos through Enterprise lease for use by the Sheriff's Department. The vehicles were delivered to Motor Pool unequipped (without emergency lights and siren). Typically the leased vehicles are delivered to the County with the lights/siren installed and the price of that equipment being built into the lease. Once delivered, the Sheriff's Department then has to send the vehicle off to have the radios and lock vaults installed at another vendor.

The vehicles are currently unusable without the necessary emergency equipment. Despite the vehicles not being usable, the County is still responsible for the lease payments. Additionally, the vehicles these Durangos are replacing are aging and have high mileage. The sooner the replacement occurs, the less likely that the County will be spending money on major repairs of vehicles that are in the last weeks of their service. For these reasons, it is imperative that these Durangos be upfitted with lights, siren, radios, etc. as soon as possible.

Motor Pool and the Sheriff's Department discovered a vendor, American Emergency Products (AEP) out of Santee, CA, who can offer a "one-stop-shop" for the transportation (pickup of the vehicles from Bishop and transportation to AEP, then return transportation when the vehicles are complete), sales/installation of emergency lights/siren and the installation of two-way radios and purchase of: Truck Vaults (locking vehicle storage), vehicle radio chargers, flashlights and antennas/cabling for these four (4) Dodge Durango unmarked law enforcement vehicles.

AEP is the largest emergency vehicle up-fitter in the southwestern United States, outfitting over 2,500 vehicles on average per year. AEP provides similar outfitting services for many law enforcement agencies throughout California, including the Kern County Sheriff's Office, City of Coronado Police Department, El Cajon Police Department, Federal Bureau of Investigations, US Department of Homeland Security, Drug Enforcement

Administration and San Diego County Sheriff's Office. In addition to the basic outfitting services, AEP offerings include customized modifications that increase visibility of emergency lights upon activation by the officer and robust wiring installation that significantly improves the ability to troubleshoot and diagnose the electrical systems on police vehicles, should an issue arise. These features improve the safety of the officer and public and is anticipated to reduce down time of vehicles that experience an electrical issue related to the equipment. Furthermore, because of AEP's purchasing power, the vendor can get several pieces of required equipment at a lower cost per unit than the County could otherwise obtain.

Enterprise selected AEP for the transportation and sales/installation of the lights/siren for these Durangos with an expected turnaround of only about one month.

The Sheriff's Department would like to use AEP for installation of two-way radios and purchase of: Truck Vaults (locking vehicle storage), vehicle radio chargers, flashlights and antennas/cabling for these four (4) Dodge Durango unmarked law enforcement vehicles. The Sheriff's Department would like to take advantage of AEP services as they will be in possession of the Durangos and can install the radios and other equipment at the same time as their light/siren job for Enterprise.

If authorized, this joint venture by Enterprise and the Sheriff's Department would save months of delay where these Durangos would not be ready for use, save numerous man hours in the transportation of these vehicles to a third-party vendor, and AEP offers a 5 year warranty for all of their electrical work where they will respond to the County free of charge to address any issues.

The Sheriff's Department is requesting AEP be designated as a sole source provider of goods or services that perform the intended function or meet the specialized needs of the County.

Authorization of a purchase order will allow us to expedite payments through the Purchasing and Auditor's offices.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchase in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to grant this order and use two different vendors (one for the sales/installation of the lights/siren and another for the installation of the two-way radios/lock vaults).

The consequence to this option are a delay in the vehicles being put in service and paying Enterprise lease payments for unusable vehicles, possible repairs of the aging vehicles these are slotted to replace, lack of warranty due to two vendors tapping into each other's work and the cost of man-hours/mileage for transporting these vehicles back and forth to the third party vendor for radio installs.

OTHER AGENCY INVOLVEMENT:

Enterprise
Motor Pool

FINANCING:

Funding is available in the Sheriff General Budget 022700, Professional Services object code 5265.

ATTACHMENTS:

1. Quote 26731_Inyo County_Durango_Radio and Vault x4

APPROVALS:

Jared Sparks
Darcy Ellis

Created/Initiated - 3/24/2020
Approved - 3/24/2020

Jared Sparks
Marshall Rudolph
Amy Shepherd
Jeffrey Hollowell

Approved - 3/25/2020
Approved - 3/26/2020
Approved - 3/26/2020
Final Approval - 3/26/2020



Quotation

Date Mar 19, 2020	Page 1
Order Number QTE0026731	

AEP California

10729 Wheatlands Ave. Suite C
Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

Inyo County Sheriff
550 N Clay St.
Independence, CA 93526

Ship To:

Inyo County Sheriff
550 N Clay St.
Independence, CA, 93526

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Admin Durango Radio/Vault x4		INY11101	AS	Mar 19, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Dodge	Durango		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Agency Contact: Sgt Mark Smith, 760-977-2719			
		Agency Contact #2: Lt Jared Sparks, 760-878-0325			
		Motor Pool Supervisor: John Jones, 760-937-1864			
		Motor Pool Analyst: Miquela Beall, 760-872-4371			
		Vehicle ETA:			
		Radio Antennas/ RF Connections (See Diagram)			
1.00	CONS01276 / MMBP-25	Magnetic Microphone Mount	35.0000	Y	35.00
4.00	ANTE00594 / MWV1365S	PcTel VHF Wide-Band Antenna, 136-174MHz (VHF Radio)	62.0000	Y	248.00
4.00	ANTE01024 / WPC39S0B-001	Laird Low-Band Antenna, 39-46MHz (CHP Radio)	146.0000	Y	584.00
4.00	ANTE00367 / QW162	Laird VHF 1/4 Wave Antenna, 162-174MHz (Repeater)	8.0000	Y	32.00
8.00	INST05526 / Parts	Custom NMO, NMO Mount with 17' RG58, Terminated TNC Male	48.0000	Y	384.00
4.00	ANTE01025 / ANXMB8PI	NMO Mount with 17' RG58, Pre-Installed UHF/PL259	24.0000	Y	96.00
4.00	INST05526 / Parts	Custom Cable, RG58, TNC Male to UHF/PL259, 36"	36.0000	Y	144.00
4.00	INST05526 / Parts	Custom Cable, RG142, TNC Male to TNC Male, 36"	36.0000	Y	144.00

Quotation continued on next page ...

(This quote requires the addition of the base electrical system as listed on QTE 26731)



Quotation

Date Mar 19, 2020	Page 2
Order Number QTE0026731	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

Inyo County Sheriff
 550 N Clay St.
 Independence, CA 93526

Ship To:

Inyo County Sheriff
 550 N Clay St.
 Independence, CA, 93526

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Admin Durango Radio/Vault x4		INY11101	AS	Mar 19, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Dodge	Durango		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
4.00	INST05526 / Parts	Custom Cable, RG142, TNC Male to TNC Male, 6"	30.0000	Y	120.00
8.00	ANTE01026 / R/FRFT1228	TNC "T"-Adapter, (1) TNC Male to (2) TNC Female	8.0000	Y	64.00
		Note: Radio Equipment to be installed in forward TruckVault			
		Portable Radio Charger			
4.00	RADI00877 / EC1M-KW4A	Endura In-Vehicle Charger for Kenwood TK2180	74.0000	Y	296.00
		Note: For use with NiCd, NiMH, Li-Ion, and LiPo batteries			
		Note: Mounting Location TBD, Connect to Timed Power			
		Vehicle Storage			
4.00	STOR00775 / T-DGDURL2-11N-	TruckVault Floor Vault Secure Storage Solution, 11+ Durango	1,615.0000	Y	6,460.00
4.00	MISC90000 / MISC	TruckVault Touch Combo w/key Lock - KABA Simplex	120.0000	Y	480.00
		(Touch Combo Lock on Larger Rear Compartment)			
		Installation/ Freight			
40.00	LABO90001 / AEP INSTALL	Installation Labor Services EVT-Certified Technician Labor	70.0000	Y	2,800.00

Quotation continued on next page ...

(This quote requires the addition of the base electrical system as listed on QTE 26731)



Quotation

Date Mar 19, 2020	Page 3
Order Number QTE0026731	

AEP California

10729 Wheatlands Ave. Suite C
 Santee, CA 92071
Phone: (619) 596-1925
Fax: (619) 596-1909

Sold To:

Inyo County Sheriff
 550 N Clay St.
 Independence, CA 93526

Ship To:

Inyo County Sheriff
 550 N Clay St.
 Independence, CA, 93526

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Admin Durango Radio/Vault x4		INY11101	AS	Mar 19, 2020		NET30

Year	Make	Model	Color	State Contract #
2020	Dodge	Durango		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Customer Supplied Product			
4.00	INST05685 / CSM	-Kenwood KCH-11, Remote Control Head w/ Mic and Speaker	0.0000	N	0.00
4.00	INST05685 / CSM	-Kenwood TK790, VHF Tranciever with DC Cable and Bracket	0.0000	N	0.00
4.00	INST05685 / CSM	-Kenwood TK790, Lo-Band Tranciever with DC Cable and Bracket	0.0000	N	0.00
4.00	INST05685 / CSM	-Kenwood Dual T/R Pack Interconnect Cable	0.0000	N	0.00
4.00	INST05685 / CSM	-Key for Locking T/R Mounting Bracket	0.0000	N	0.00
4.00	INST05685 / CSM	-Pyramid SVR-200V Vehicular Repeater with Interface Cable	0.0000	N	0.00
4.00	INST05685 / CSM	-Pyramid BPF-1604 Filter (173.3375 MHz)	0.0000	N	0.00
4.00	INST05685 / CSM	-Pyramid BRF-1602 Filter (174.3375 MHz)	0.0000	N	0.00

Thank you for the opportunity to earn your business Terms & Conditions: <ul style="list-style-type: none"> Estimates valid for 60 days Orders will be invoiced upon notification of completion Returns subject to 25% restocking fee. No returns on special order items. Credit Card payments accepted for payments of orders/invoicing totaling \$10,000 or less only. SIGNATURE (not required if PO/contract is issued) _____	Parts	9,087.00
	Labor / Services	2,800.00
	Trans / Trip / Fee	0.00
	Shipping	0.00
	Order Discount	0.00
	Subtotal	11,887.00
	Total sales tax	921.25
(This quote requires the addition of the base electrical system as listed on QTE 26731)	Total order	12,808.25



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: CAO

SUBJECT: Update from staff regarding the upcoming fishing opener in light of COVID-19, the Governor's "Stay-At-Home" Order, and orders issued by the Inyo County Public Health Officer

RECOMMENDED ACTION:

Request Board: A) receive an update from staff regarding the upcoming fishing opener in light of COVID-19, the Governor's "Stay-At-Home" Order, and orders issued by the Inyo County Public Health Officer; B) consider a proposed letter to the California Fish and Game Commission requesting that the fishing opener be delayed, consistent with the Governor's Stay-At-Home Order and local public health orders, for the protection of public health and safety; and C) provide any desired direction to staff.

SUMMARY/JUSTIFICATION:

The Stay at Home Executive Order from Governor Newsom issued March 19, 2020 and Inyo County Public Health Officer Order issued March 20, 2020 specifically call for all in California to remain at home for all but essential activities and cease all non-essential public gatherings.

The annual fishing opener draws thousands of angling enthusiasts from all parts of California and beyond. The Sheriff, the Public Health Officer, and the County Director of Emergency Services all believe that annual fish opener will entice a large number of visitors to Inyo County in direct violation of the referenced orders. Given the limited medical and emergency services available in our area, violation of these orders puts all Inyo County residents, as well as visitors, at substantial risk. We recommend that your Board, along with the Sheriff and Public Health Officer, request that the California Fish and Game Commission postpone the fishing opener until the COVID-19 threat has abated.

Mono County took a similar action at their meeting of April 1, 2020.

A draft letter will be provided prior to the meeting.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff
Inyo County Public Health Officer
COVID-19 Incident Unified Command

FINANCING:

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Clint Quilter
Jeffrey Hollowell
Marilyn Mann

Created/Initiated - 4/2/2020
Approved - 4/2/2020
Approved - 4/2/2020
Final Approval - 4/2/2020



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Jeff Hollowell

SUBJECT: Approve the donation of Sun Fire 6 burner, dual oven to Tri-County Fairgrounds

RECOMMENDED ACTION:

Request Board: A) declare Sun Fire 6 burner, dual oven commercial oven surplus and no longer needed for County use; and B) approve the donation of said Sun Fire 6 burner, dual oven to Tri-County Fairgrounds (18th Agricultural District) pursuant to Government Code Section 25365 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

Sheriff William Lutze purchased this oven for emergency services out of the Sheriff's Special Appropriations account. The oven was too large to fit in the jail kitchen, and therefore, it is not useful for the County. However, this oven could be very useful to the Tri-County Fairgrounds, which operates as the 18th Agricultural District pursuant to Cal. Food & Ag. Code section 3801, et seq. As an Agricultural District, the Tri-County Fairgrounds is entitled, after public notice and on 4/5 vote of the Board of Supervisors, to receive donations of surplus County property pursuant to Government Code section 25365.

This donation will serve a public purpose because the Tri-County Fairgrounds is the largest evacuation center in Bishop. The Tri-County Fairgrounds is in need of a commercial oven, which could be used in the event of an emergency to provide food for the evacuation center.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to declare the oven surplus and the Sheriff's Office would keep it in storage.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Jeffrey Hollowell

Darcy Ellis

Jeffrey Hollowell

Marshall Rudolph

Amy Shepherd

Clint Quilter

Created/Initiated - 3/3/2020

Approved - 3/10/2020

Approved - 3/10/2020

Approved - 3/11/2020

Approved - 3/11/2020

Final Approval - 3/11/2020



County of Inyo



Water Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Water Department

SUBJECT: Transfer of Surplus Cameras

RECOMMENDED ACTION:

Request Board: A) declare five (5) Canon PowerShot digital cameras as surplus and no longer required for County use; and B) approve the donation of five (5) Canon PowerShot digital cameras to the Big Pine School District pursuant to Government Code Section 25365 (*4/5ths vote required*).

SUMMARY/JUSTIFICATION:

The Big Pine School District is in need of camera donations for an upcoming photography class. The five (5) Canon PowerShot digital cameras purchased in 2011 by the Water Department are no longer used for field data collection.

Subject to a 4/5 vote, Government Code Section 25365 allows your Board to transfer property to a school district within the County so long as the property is not required for County use.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to donate the cameras and offer them for sale at the next county surplus sale.

OTHER AGENCY INVOLVEMENT:

Big Pine School District

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Laura Piper
Aaron Steinwand

Created/Initiated - 2/24/2020
Approved - 2/24/2020

Darcy Ellis
Marshall Rudolph
Amy Shepherd

Approved - 2/26/2020
Approved - 2/26/2020
Final Approval - 2/26/2020



County of Inyo



Health & Human Services - Fiscal DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Melissa Best-Baker

SUBJECT: Request the Board approve Oliver Products as a Sole Source Vendor; ratify payments already made this fiscal year and approve a blanket purchase order in the amount of \$11,237.20 to cover to remainder of the fiscal year.

RECOMMENDED ACTION:

Request Board declare Oliver Products a sole-source vendor of food packaging and delivery materials, and ratify and approve purchases from Oliver Products during Fiscal Year 2019-2020 in the amount of \$17,561.52, including approval of a blanket purchase order in the amount of \$11,237.20 for the remainder of the fiscal year.

SUMMARY/JUSTIFICATION:

The Food Services Staff at the Bishop Senior Center purchase special materials for each of ESAAA/IC GOLD's two food production kitchens (Lone Pine and Bishop) from Oliver Products Company in order to package and seal meals for freezing. The materials, including trays and plastic film covering, are designed for use on specialized equipment that was purchased from Oliver Products Company over ten years ago.

If ESAAA/IC GOLD were to seek alternate bids for home-delivered meal packaging supplies, we would incur significant costs to replace the equipment currently used. Based on the limited funding in the ESAAA/IC GOLD budget, it is recommended that we be allowed to continue using existing equipment and supplies through Oliver Products Company, thereby declaring them as a sole source provider.

County Purchasing Policy indicates that any department wide purchases from one vendor for over \$10,000 must be approved by the Board. HHS has 23 individual budgets that it oversees. We will be purchasing over \$10,000 in meal packing supplies. We are respectfully requesting those prior purchases in the amount of \$6,324.32 be ratified and authorize a blanket purchase order in the amount of \$11,237.20, which will bring the total costs to \$17,561.52, in order to recognize an additional order through Oliver Products Company.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve this request which would result in ESAAA/IC GOLD not being able to purchase the food trays and seals, and be unable to properly continue the home delivered meals to our participants.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal Nutrition dollars. This expense will be budgeted in the ESAAA budget (683000) at 100% in the Food & Household Supplies object code (5131). No County General Funds.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 3/13/2020
Darcy Ellis	Approved - 3/13/2020
Melissa Best-Baker	Approved - 3/13/2020
Marilyn Mann	Approved - 3/13/2020
Amy Shepherd	Approved - 3/13/2020
Marilyn Mann	Approved - 3/13/2020
Rhiannon Baker	Final Approval - 3/19/2020



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Anna Scott

SUBJECT: Contract amendment between the County of Inyo and the California Department of Public Health for Immunization Outreach Program

RECOMMENDED ACTION:

Request Board ratify and approve Agreement Number 17-10320 A01 Amendment between the County of Inyo and the California Department of Public Health for the provision of immunization services through June 30, 2022, contingent upon Board's approval of future budgets, and authorize the HHS Director to sign the Amended Agreement.

SUMMARY/JUSTIFICATION:

This contract is coming before the Board late due to limited Public Health staff availability compounded by response to the novel coronavirus pandemic. The purpose of the Grant amendment is to decrease funding in the amount of \$7,119 for FY 2019-22 due to federal budgetary constraints. The Centers for Disease Control and Prevention has provided California with base funding levels, which results in decreased funding availability for existing local assistance immunization grant agreements. This amendment decreased this agreement's local assistance immunization budget by \$2,373 for each fiscal year of the remaining agreement term FY 2019-22.

The Immunization Outreach Program provides vaccinations to children of all ages to assure compliance with the recommended childhood immunization schedule. Outreach activities include education and onsite delivery of vaccinations during outreach clinics. Assistance is provided to preschools, and schools, with Kindergarten and grades 7th through 12th, to meet state reporting requirements. Staff provides training on how to access and utilize the statewide immunization registry to local medical providers. Staff also works with Vaccine for Children providers in the county on vaccine issues and program changes.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to ratify and approve the contract. This is not recommended because not accepting the funding would result in reduction in services to the targeted population that may otherwise not access services.

OTHER AGENCY INVOLVEMENT:

Local schools, private medical providers, other programs in Health and Human Services such as WIC and Social

Services

FINANCING:

Funding for this grant is budgeted in the Health budget (045100) under State Grants (4498).

ATTACHMENTS:

1. #17-10320 A01 Inyo County Grant Amendment
2. #17-10320 A01 SOW
3. #17-10320 Budget
4. #17-10320 A01 Award Attachments

APPROVALS:

Serena Johnson	Created/Initiated - 3/13/2020
Anna Scott	Approved - 3/13/2020
Darcy Ellis	Approved - 3/19/2020
Marilyn Mann	Approved - 3/20/2020
Melissa Best-Baker	Approved - 3/20/2020
Marshall Rudolph	Approved - 3/20/2020
Amy Shepherd	Approved - 3/20/2020
Marilyn Mann	Final Approval - 3/20/2020

CALIFORNIA IMMUNIZATION PROGRAM PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Inyo County Health and Human Services, hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10320, A01

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 1 NH23IP922612

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to decrease funding in the amount of (\$7,119) for FY2019-22 due to federal budgetary constraints. The Centers for Disease Control and Prevention has provided California with base funding levels, which results in decreased funding availability for existing local assistance immunization grant agreements. This amendment decreases this agreement’s local assistance immunization budget by (\$2,373) for each fiscal year of the remaining agreement term FY2019-22. The reduction in funding requires a revised Scope of Work, which ultimately reflects fewer required activities.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to decrease the grant by \$7,119 and is amended to read: **\$190,596 (One Hundred Ninety Thousand Five Hundred Ninety Six Dollars)** ~~\$197,715 (One Hundred Ninety Seven Thousand Seven Hundred Fifteen Dollars).~~

Amends Exhibit A – CDPH Immunization Branch Scope of Work for Local Health Departments is hereby replaced in its entirety and shall now read Exhibit A01, Form 4, CDPH Immunization Branch Scope of Work for Local Health Departments.

Amends Exhibit B – Budget and Budget Detail and Payment Provisions is replaced in its entirety with Exhibit B A01 and Exhibit B – Budget A01.

All other terms and conditions of this Grant shall remain the same.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: Inyo County Health and Human Services
Immunization Branch Name: Noemi Marin, Grant Manager	Name: Ann Scott, HHS Deputy Director
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: P.O. Drawer H
City, ZIP: Richmond, CA 94804	City, ZIP: Independence, CA 93526
Phone: (510) 620-3737	Phone: (760) 873-7868
Fax: (510) 620-3774	Fax: (760) 873-7800
E-mail: Noemi.Marin@cdph.ca.gov	E-mail: ascott@inyocounty.us

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: Inyo County Health and Human Services
Attention: Roland Rafol	Attention: Ann Scott, HHS Deputy Director
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: P.O. Drawer H
City, Zip: Richmond, CA 94804	City, Zip: Independence, CA 93526
Phone: (510) 412-6053	Phone: (760) 873-7868
Fax: (510) 620-3774	Fax: (760) 873-7800
E-mail: Roland.Rafol@cdph.ca.gov	E-mail: ascott@inyocounty.us

All payments from CDPH to the Grantee shall be sent to the following address:

Remittance Address
Grantee: County of Inyo
Attention "Cashier": Melissa Best-Baker
Address: P.O. Drawer H
City, Zip: Independence, CA 93526
Phone: (760) 878-0232
Fax: (760) 878-0266
E-mail: mbestbaker@inyocounty.us

Either party may make changes to the information above by giving a written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be request through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

Marilyn Mann, Director

Inyo County Health and Human Services

163 May Street

Bishop, CA 93514

Date:

Angela Salas, Chief

Contracts and Purchasing Services Section

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS 1802

P.O. Box 997377

Sacramento, CA 95899-7377

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Access to and Utilization of Quality Immunization Services; 3) California Immunization Registry (CAIR)³; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD); 7) Childcare and School Immunization Entry Requirements; and 8) Influenza.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

1. Vaccine Accountability and Management

Goal 1.1 Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.

Required Activities	Performance Measures
<p>a. Annually, make sure all relevant staff within LHD-operated clinics (routine, mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB supplied vaccines (317, Vaccines for Children [VFC], state general fund).</p>	<ol style="list-style-type: none"> 1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Documentation of completed trainings.
<p>b. Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.</p>	<ol style="list-style-type: none"> 1. Training plan developed and implemented. 2. Completed trainings/Documentation of completed trainings. 3. Completed and signed Vaccine Management Plans.
<p>c. Develop and implement a plan to verify that 317 Outbreak and state general fund immunizations administered by providers outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.</p>	<ol style="list-style-type: none"> 1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Completed Quality Assurance verifications in a minimum sample of 10% of sites receiving vaccines.
<p>d. Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.</p>	<p>Documentation of storage and handling best practices promotion efforts.</p>

**Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22**

Goal 1.2 Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.

Required Activities	Performance Measures
a. Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	Completed annual program recertification and corresponding educational lessons for all key practice staff.
b. Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch’s Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	Documentation of provided guidance.
c. Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.	LHD developed protocols, inclusive of eligibility guidelines, for each vaccine funding source.
d. Comply with federal policies regarding vaccine re-distribution. Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.	Documentation of procedures.

2. Access to and Utilization of Quality Immunization Services

Goal 2.1 Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.

Required Activities	Performance Measures
a. Use a current, local jurisdiction-specific referral list to support an immunization safety net. This may include referral to other programs that connect patients to services.	Referral list completed and updated on an annual basis.
b. Be responsive to problems Medi-Cal members report related to access to immunization services. ¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	Maintain log of access problems resolved at local level or reported to CDPH.

¹ Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>.

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

<p>c. For all LHD facilities that are VFC providers, participate in and support provider compliance and quality improvement² visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.</p>	<p># of clinics with corrective actions that were all completed within the specified time frame.</p>
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3. California Immunization Registry (CAIR)³

Goal 3.1 Promote and optimize⁴ the use of CAIR in the jurisdiction.

Required Activities	Performance Measures
<p>a. Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.</p>	<p># LHD clinics participating in CAIR/# all LHD clinics. % of LHD clinic doses entered into the registry within 14 days. # state flu doses entered by end of flu season/ # state flu doses administered.</p>
<p>b. For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.</p>	<p>Inactive patients marked as inactive in CAIR.</p>
<p>c. In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.</p>	<p>Low infant or adolescent CAIR coverage rate identified and improved.</p>
<p>d. Review monthly CAIR usage reports⁵ to identify priority non-participating VFC sites that need to be recruited/retained. Communicate priority sites to Local CAIR Rep (LCR).</p>	<p># of VFC Sites identified for priority recruitment /retention contact.</p>
<p>e. Invite CAIR staff to participate in local provider trainings in order to promote CAIR.</p>	<p>Number of trainings with CAIR participation/Number of trainings held.</p>

Goal 3.2 Connect local Immunization Information Systems (IIS) so CAIR becomes a statewide system.

For San Diego and San Joaquin Counties only

Required Activities	Performance Measures
<p>a. Implement data sharing with CAIR2, including: a. Attend scheduled planning meetings with CAIR2 staff b. Comply with agreed upon timelines</p>	<p>Full historical data load completed.</p>

² Immunization Quality Improvement for Providers (IQIP), formerly known as AFIX

³ CAIR refers to the statewide system connecting CAIR2 with the San Diego Immunization Registry and Healthy Futures.

⁴ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange, to optimize CAIR use.

See <http://cairweb.org/docs/CAIR2-Communications/IMM-1266> and <http://cairweb.org/docs/CAIR2-Communications/IMM-1260>.

⁵ Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

<ul style="list-style-type: none"> c. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. d. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing 	
<ul style="list-style-type: none"> b. Initiate and maintain ongoing electronic data sharing with CAIR2 (HL7). 	<p>Ongoing data sharing continues.</p>

4. Perinatal Hepatitis B Prevention

Goal 4.1 Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

Required Activities	Performance Measures
<p>Note: Coordinate perinatal HBV prevention efforts with your LHD’s Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill title V requirements and MCAH Scope of Work Activities.</p> <ul style="list-style-type: none"> a. Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below: Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers 	<ol style="list-style-type: none"> 1. Number and percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Number and percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. 3. Number and percent of PEP errors in the reporting period with completed LHJ follow-up.
<ul style="list-style-type: none"> b. Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook 	<p>HBsAg positive pregnant women identified.</p>
<ul style="list-style-type: none"> c. Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below: Perinatal Hepatitis B Prevention Program Coordinator Handbook 	<ol style="list-style-type: none"> 1. Number and percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Number and percentage of infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Number and percentage of infants born to HBsAg-positive

**Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22**

	<p>mothers who have completed PVS testing by 24 months of age.</p> <p>4. Number and percentage of infants closed to case management with complete information within 24 months.</p>
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5. Education, Information, Training, and Partnerships

Goal 5.1 Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.

Required Activities	Performance Measures
a. Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.	Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders.

Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to not provide the select materials to VFC providers in their jurisdiction (refer these providers to the VFC store instead).

CDPH will inform LHDs on centralized communication activities from the Immunization Branch (select print materials to VFC providers, electronic communications to VFC providers, electronic communications and resources to schools, electronic communications resources to pharmacies, electronic communications and resources to community-based organizations/other stakeholders, traditional media and social media to reach general public). LHDs may supplement any gaps in communication with local efforts.

Goal 5.2 Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.

Required Activities	Performance Measures
a. Engage* with at least 3 types of partners** in conducting educational activities or trainings. (See definitions below)	1. Number of partner types (provider, school, social service/other partners) engaged with.

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

	2. Summary of activities conducted with each partner type.
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*Partnership engagement should be based on commitment to perform agreed-upon activities (e.g. joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).

**LHJ will engage with at least one “provider” partner, one “school” partner and one “social service or other” partner:

- “Provider partner” may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG or WIC chapters), pharmacies, health plans and community clinics.
- “School partner” may include child care providers, school or school district, County Department of Education, college, school nurses association or other school-related organizations.
- “Social service and other partners” may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.

6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Goal 6.1 Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.

Required Activities	Performance Measures
a. Ensure that appropriate clinical specimens are tested and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	1. Percentage of measles specimens submitted for molecular characterization. 2. Percentage of <i>Neisseria meningitidis</i> specimens/isolates submitted for molecular characterization. 3. Percentage of pertussis cases <4 months of age with complete maternal prenatal provider information.
b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations. (Coordinate with your local Maternal, Child and Adolescent Health program.)	Percentage of infant pertussis cases where mother was unimmunized during the appropriate window during pregnancy for which a communication regarding prenatal Tdap immunization was made to the prenatal care provider. ⁶

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to LHD Maternal Child and Adolescent Health (MCAH) program. See [Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis.](#)

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

c. Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate.	Completed outbreak response request ⁷ with plan for doses and target population (as appropriate).
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Goal 6.2 Collect and submit requested data to CDPH on VPD cases and outbreaks.

Required Activities	Performance Measures
a. Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf	1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to CDPH via an electronic communicable disease reporting system (CaIREDIE or other) in the recommended timeframe.
b. Collect and submit CDPH-requested VPD case and outbreak data.	1. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 2. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 3. Percentage of meningococcal disease cases for whom high school or college attendance status is known.

7. Childcare and School Immunization Entry Requirements

Goal 7.1 Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.

Required Activities	Performance Measures
a. Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
b. At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	Percentage of schools with 10 or more kindergarteners where the proportion of students are either conditionally admitted or overdue for required immunization is greater than 10%.

⁷ The Immunization Branch provides a form for requesting vaccine from CDPH.

Exhibit A01

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2019-22

	<p>Target %: By next school year, less than 3% of schools have $\geq 10\%$ of kindergarteners either conditional or overdue.</p>
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8. Influenza

Goal 8.1 Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.

Required Activities	Performance Measures
<p>a. <u>To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements,</u> utilize IZB-supplied influenza vaccine or other 317-funded vaccines to support at least one mass immunization exercise/year. <u>Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.</u></p>	<p>Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.</p>
<p>b. Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.</p>	<p>Number of doses of influenza vaccine administered. Target #: Administration of at least 9f% of previous season’s doses total.</p>

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CaIREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
DNA	Deoxyribonucleic Acid
EHR	Electronic Health Record
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.
FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)

Exhibit A01
CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Abbreviation or term	Definition
LHD	Local Health Department
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
PEP	Post Exposure Prophylaxis
PVS	Post-Vaccination Serology
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

Exhibit B A01
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than quarterly in arrears to:

Roland Rafol
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B A01
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$190,596.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

**CDPH Immunization Branch
Funding Application for Immunization Branch Subvention Grant Funds**

Exhibit B - Budget A01

	Budget (*Year 1) 07/01/2017 to 06/30/2018	Budget (**Year 2) 07/01/2018 to 06/30/2019	Budget (**Year 3) 07/01/2019 to 06/30/2020	Budget (**Year 4) 07/01/2020 to 06/30/2021	Budget (**Year 5) 07/01/2021 to 06/30/2022
I. County of Inyo	\$ 39,543.00	\$ 39,543.00	\$39,543.00 \$37,170.00	\$39,543.00 \$37,170.00	\$39,543.00 \$37,170.00
II. (Subgrantee, if any)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 39,543.00	\$ 39,543.00	\$39,543.00 \$37,170.00	\$39,543.00 \$37,170.00	\$39,543.00 \$37,170.00

**Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded*

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

Total Funding for 5-Year Term:

\$190,596.00
\$197,715.00

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

1. Vaccine Accountability and Management

Goal 1.1 Maintain viability of IZB supplied vaccine to ensure vaccine effectiveness and reduce vaccine waste.

Required Activities	Performance Measures
a. Annually, make sure all relevant staff within LHD-operated clinics (routine, mass vaccination, or special immunization outreach) are properly trained on current policies and procedures for proper vaccine storage and handling outlined in each participation agreement/addendum for the receipt of IZB supplied vaccines (317, Vaccines for Children [VFC], state general fund).	<ol style="list-style-type: none"> 1. Updated Vaccine Management Plans for each LHD facility. 2. Completed EZIZ Lessons for Key Practice Staff. 3. Documentation of completed trainings.
b. Develop and implement a training plan for provider facilities outside LHDs receiving IZB supplied doses (state or 317 Outbreak). Focus the plan on proper vaccine management, vaccine storage and handling requirements, and administration prior to the distribution of IZB-supplied vaccines.	<ol style="list-style-type: none"> 1. Training plan developed and implemented. 2. Completed trainings/Documentation of completed trainings. 3. Completed and signed Vaccine Management Plans.
c. Develop and implement a plan to verify that 317 Outbreak and state general fund immunizations administered by providers outside the LHDs adhere to policies for vaccine management. Conduct Quality Assurance verifications (such as random temperature log review, on site vaccination clinic assessments, review of vaccine losses, etc.) at least every other year, in a sample of sites receiving vaccines.	<ol style="list-style-type: none"> 1. Developed and implemented Quality Assurance Plan. 2. Completion of Mass Vaccination Hourly Temperature Logs/Electronic Data Files. 3. Temperature Documentation on CDPH provided Logs for all IZB-supplied vaccines/Electronic Temperature Files. 4. Completed Quality Assurance verifications in a minimum sample of 10% of sites receiving vaccines.
d. Promote and encourage adoption of CDPH and CDC storage and handling guidelines among all healthcare providers providing immunization services in the community.	Documentation of storage and handling best practices promotion efforts.

Goal 1.2 Facilitate compliance with current protocols, policies, and procedures for vaccine accountability for LHD facilities and partners that receive IZB-supplied vaccine.

Required Activities	Performance Measures
a. Make sure all relevant staff involved in vaccine ordering, management, and accountability activities within local health department-operated clinics adhere to all program requirements as outlined in the VFC/317 Provider Participation Agreements and Addendums. Complete annual VFC/317 program recertification.	Completed annual program recertification and corresponding educational lessons for all key practice staff.
b. Promote adherence to eligibility guidelines corresponding to VFC, Section 317, and state general fund vaccines. Upon release of the Immunization Branch's Vaccine Eligibility Guidelines, IMM-1142, disseminate guidance to all relevant staff involved in vaccine ordering, management, and accountability activities within local health department operated pediatric and adult immunization clinics.	Documentation of provided guidance.
c. Verify that processes are in place such that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following	LHD developed protocols, inclusive of eligibility guidelines, for each vaccine

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- outlined eligibility guidelines for each vaccine funding source. funding source.
- d. Comply with federal policies regarding vaccine re-distribution. Documentation of procedures.
Publicly funded VFC and 317 vaccines must be distributed directly to the location at which the provider will administer the vaccines.

2. Access to and Utilization of Quality Immunization Services

Goal 2.1 Improve access to and receipt of all ACIP-recommended immunizations, especially for low income and underserved community members.

Required Activities	Performance Measures
a. Use a current, local jurisdiction-specific referral list to support an immunization safety net. This may include referral to other programs that connect patients to services.	Referral list completed and updated on an annual basis.
b. Be responsive to problems Medi-Cal members report related to access to immunization services. ¹ Work with the corresponding Medi-Cal Managed Care Plan (MCP) to resolve problems. After attempts to work with MCP, if still unable to resolve, collect details and escalate to Senior Field Representative or other designated Immunization Branch staff person.	Maintain log of access problems resolved at local level or reported to CDPH.
c. For all LHD facilities that are VFC providers, participate in and support provider compliance and quality improvement ² visits in conjunction with the CDPH Immunization Branch. Assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.	# of clinics with corrective actions that were all completed within the specified time frame.

3. California Immunization Registry (CAIR)³

Goal 3.1 Promote and optimize⁴ the use of CAIR in the jurisdiction.

Required Activities	Performance Measures
a. Enter all IZB-supplied vaccine doses administered by LHD or partners, including influenza doses, into CAIR.	# LHD clinics participating in CAIR/# all LHD clinics. % of LHD clinic doses entered into the registry within 14 days. # state flu doses entered by end of flu season/ # state flu doses administered.
b. For LHDs with primary care clinics, use manage patient status functionality to remove inactive patients at least once a year.	Inactive patients marked as inactive in CAIR.
c. In LHD primary care clinics, utilize CAIR data to identify and improve low or lagging infant or adolescent vaccination coverage levels.	Low infant or adolescent CAIR coverage rate identified and improved.
d. Review monthly CAIR usage reports ⁵ to identify priority non-participating VFC sites that need to be recruited/retained.	# of VFC Sites identified for priority recruitment /retention contact.

¹ Requirements for Medi-Cal immunization services are summarized here: <http://izcoordinators.org/vaccine-programs/medi-cal-and-pharmacy-resources/>.

² Immunization Quality Improvement for Providers (IQIP), formerly known as AFIX

³ CAIR refers to the statewide system connecting CAIR2 with the San Diego Immunization Registry and Healthy Futures.

⁴ If have EHR, move from manual data entry to data exchange (upload from EHR) to bidirectional data exchange, to optimize CAIR use. See <http://cairweb.org/docs/CAIR2-Communications/IMM-1266> and <http://cairweb.org/docs/CAIR2-Communications/IMM-1260>.

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Communicate priority sites to Local CAIR Rep (LCR).	
e. Invite CAIR staff to participate in local provider trainings in order to promote CAIR.	Number of trainings with CAIR participation/Number of trainings held.

Goal 3.2 Connect local Immunization Information Systems (IIS) so CAIR becomes a statewide system.
For San Diego and San Joaquin Counties only

Required Activities	Performance Measures
a. Implement data sharing with CAIR2, including: <ul style="list-style-type: none"> a. Attend scheduled planning meetings with CAIR2 staff b. Comply with agreed upon timelines c. Complete data transfer testing, including both inbound to CAIR2 and outbound back to local IIS. d. Share bulk historical loads of existing patients and immunizations to CAIR2 to initiate data sharing 	Full historical data load completed.
b. Initiate and maintain ongoing electronic data sharing with CAIR2 (HL7).	Ongoing data sharing continues.

4. Perinatal Hepatitis B Prevention

Goal 4.1 Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

Required Activities	Performance Measures
<p>Note: Coordinate perinatal HBV prevention efforts with your LHD's Maternal Child and Adolescent Health (MCAH) program, as activities 4.1a-4.1c may also help fulfill title V requirements and MCAH Scope of Work Activities.</p> <p>a. Educate medical providers and hospital staff about the screening, care, and reporting of pregnant women who test positive for hepatitis B and their infants according to the guidance outlined below:</p> <ul style="list-style-type: none"> Guidance for Prenatal Providers Guidance for Labor and Delivery Hospitals Guidance for Pediatric Providers 	<ol style="list-style-type: none"> 1. Number and percentage of HBsAg-positive pregnant women identified in the reporting period who were enrolled prior to delivery. 2. Number and percentage of HBsAg-positive pregnant women identified in the reporting period with an HBV DNA test result during pregnancy. 3. Number and percent of PEP errors in the reporting period with completed LHJ follow-up.
<p>b. Educate identified HBsAg-positive pregnant women about their HBV status and provide the appropriate information on prevention of perinatal hepatitis B transmission, based on current ACIP recommendations and the guidance outlined below:</p> <ul style="list-style-type: none"> Perinatal Hepatitis B Prevention Program Coordinator Handbook 	HBsAg positive pregnant women identified.

⁵ Monthly CAIR usage reports for VFC providers are posted here: <http://izcoordinators.org/cair-reports/>.

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2019-22

- | | |
|---|---|
| <p>c. Collect and submit requested data to CDPH on HBsAg-positive pregnant women and their infants according to the guidance outlined below:
 Perinatal Hepatitis B Prevention Program Coordinator Handbook</p> | <ol style="list-style-type: none"> 1. Number and percentage of infants born to HBsAg-positive mothers in the reporting period who received PEP according to ACIP recommendations. 2. Number and percentage of Infants born to HBsAg-positive mothers who completed the HBV vaccine series by 12 months of age. 3. Number and percentage of infants born to HBsAg-positive mothers who have completed PVS testing by 24 months of age. 4. Number and percentage of infants closed to case management with complete information within 24 months. |
|---|---|

5. Education, Information, Training, and Partnerships

Goal 5.1 Provide and/or promote educational activities and information to health care providers, schools and childcare centers, and other immunization stakeholders to promote best practices for immunizations and the importance of timely vaccinations.

Required Activities	Performance Measures
<p>a. Based on local priorities and resources, disseminate print and/or electronic communications among providers, school, general public and other immunization stakeholders in their jurisdiction.</p>	<p>Summary of efforts conducted to distribute materials in print or electronically to immunization stakeholders.</p>

Note: Depending on funding, CDPH may offer select hard-copy materials to all VFC Providers through the Online VFC store. If the VFC store is available, LHDs may choose to not provide the select materials to VFC providers in their jurisdiction (refer these providers to the VFC store instead).

CDPH will inform LHDs on centralized communication activities from the Immunization Branch (select print materials to VFC providers, electronic communications to VFC providers, electronic communications and resources to schools, electronic communications resources to pharmacies, electronic communications and resources to community-based organizations/other stakeholders, traditional media and social media to reach general public). LHDs may supplement any gaps in communication with local efforts.

Goal 5.2 Develop partnerships and collaborative activities in order to expand immunization services, promote best practices and improve coverage rates among children, adolescent and adults.

Required Activities	Performance Measures
<p>a. Engage* with at least 3 types of partners** in conducting educational activities or trainings. (See definitions below)</p>	<ol style="list-style-type: none"> 1. Number of partner types (provider, school, social service/other partners) engaged with. 2. Summary of activities conducted with each partner type.

*Partnership engagement should be based on commitment to perform agreed-upon activities (e.g. joint training, mass vaccination clinic, collaboration to include immunization messaging in communications or event, promotional efforts).

CDPH Immunization Branch

Scope of Work for Local Health Departments FY 2019-22

****LHJ will engage with at least one “provider” partner, one “school” partner and one “social service or other” partner:**

- “Provider partner” may include hospitals, federally qualified health centers (FQHCs), long term care facilities, birth facilities, professional associations (local ACOG or WIC chapters), pharmacies, health plans and community clinics.
- “School partner” may include child care providers, school or school district, County Department of Education, college, school nurses association or other school-related organizations.
- “Social service and other partners” may include WIC, MCAH, social service agencies, migrant health, homeless shelters, drug-treatment centers, jails, faith-based organizations, local business or community-based organizations.

6. Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Goal 6.1 Conduct surveillance to identify VPD cases and/or outbreaks, and implement recommended prevention and control activities.

Required Activities	Performance Measures
a. Ensure that appropriate clinical specimens are tested and relevant epidemiologic information is collected for VPDs requiring immediate public health action.	<ol style="list-style-type: none"> 1. Percentage of measles specimens submitted for molecular characterization. 2. Percentage of <i>Neisseria meningitidis</i> specimens/isolates submitted for molecular characterization. 3. Percentage of pertussis cases <4 months of age with complete maternal prenatal provider information.
b. Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of VPDs that are reportable to CDPH in accordance with CDPH recommendations. (Coordinate with your local Maternal, Child and Adolescent Health program.)	Percentage of infant pertussis cases where mother was unimmunized during the appropriate window during pregnancy for which a communication regarding prenatal Tdap immunization was made to the prenatal care provider. ⁶
c. Obtain vaccine and assist with the organization and implementation of efforts to vaccinate susceptible individuals, if appropriate.	Completed outbreak response request ⁷ with plan for doses and target population (as appropriate).

Goal 6.2 Collect and submit requested data to CDPH on VPD cases and outbreaks.

Required Activities	Performance Measures
a. Report VPDs and other conditions reportable to CDPH Immunization Branch per CDPH instructions listed here: https://www.cdph.ca.gov/programs/CID/DCDC/CDPH%20Document%20Library/Immunization/ReportingGuidanceforLHJs.pdf	<ol style="list-style-type: none"> 1. Percentage of measles cases reported immediately to CDPH. 2. Percent of meningococcal disease cases in high school and college students reported immediately to CDPH. 3. Percentage of case reports submitted to

⁶ Sending a letter re: standard of care is the minimum acceptable communication, with copy to LHD Maternal Child and Adolescent Health (MCAH) program. See *Template Letter for Prenatal Care Providers with Pregnant Patients that did not Receive Prenatal Tdap Appropriately and Infants Developed Pertussis*.

⁷ The Immunization Branch provides a form for requesting vaccine from CDPH.

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

	CDPH via an electronic communicable disease reporting system (CaIREDIE or other) in the recommended timeframe.
b. Collect and submit CDPH-requested VPD case and outbreak data.	<ol style="list-style-type: none"> 1. Percentage of infant pertussis cases <4 months of age for whom maternal Tdap status is known. 2. Percentage of confirmed hepatitis A cases for whom hepatitis A risk factors are known. 3. Percentage of meningococcal disease cases for whom high school or college attendance status is known.

7. Childcare and School Immunization Entry Requirements

Goal 7.1 Decrease the proportion of pupils who are overdue for required immunizations or admitted conditionally.

Required Activities	Performance Measures
a. Provide guidance, training, and support for compliance with entry immunization requirements by all childcare centers and schools within the jurisdiction.	Percentage of schools with kindergarteners in the jurisdiction that have completed the annual immunization assessment.
b. At least annually, visit schools with 10 or more kindergarteners that reported > 10% were either conditionally admitted or overdue for required immunization; provide guidance and support follow-up until these students are up to date.	Percentage of schools with 10 or more kindergarteners where the proportion of students are either conditionally admitted or overdue for required immunization is greater than 10%. Target %: By next school year, less than 3% of schools have $\geq 10\%$ of kindergarteners either conditional or overdue.

8. Influenza

Goal 8.1 Strengthen capacity to protect against seasonal influenza and to prepare for a pandemic.

Required Activities	Performance Measures
a. <u>To assist your LHD emergency preparedness lead in fulfilling its emergency preparedness grant requirements, utilize IZB-supplied influenza vaccine or other 317-funded vaccines to support at least one mass immunization exercise/year. Confirm your LHD emergency preparedness program has entered all doses into CAIR within 14 days of administration, as per the emergency preparedness grant requirement.</u>	Mass vaccination exercise completed by local health department, including immunization and preparedness program staff.
b. Utilize IZB-supplied influenza vaccine to immunize jurisdiction against influenza; doses may be shared with local partners.	Number of doses of influenza vaccine administered. Target #: Administration of at least 9f% of previous season's doses total.

**CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22**

Glossary of Acronyms and Terms

Abbreviation or term	Definition
317 vaccine	Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes.
ACIP	Advisory Committee on Immunization Practices
ACOG	American College of Obstetricians and Gynecologists
AFIX	Assessment, Feedback, Incentive, eXchange
CAIR	California Immunization Registry
CaREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
DNA	Deoxyribonucleic Acid
EHR	Electronic Health Record
EZIZ	An Immunization Branch-operated website (eziz.org) with immunization training and resource materials.
FQHC	Federally Qualified Health Center
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HL7	Health Level 7 (standards for data exchange)
IIS	Immunization Information System
IQIP	Immunization Quality Improvement for Providers
IZB	Immunization Branch (of CDPH)
IZB-supplied vaccine	Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources.
LCR	Local CAIR representative (on CDPH IZB staff)
LHD	Local Health Department

CDPH Immunization Branch
Scope of Work for Local Health Departments FY 2019-22

Abbreviation or term	Definition
LHD Primary Care Clinic	Clinic run or housed in LHD that serves as a medical home for its patients. Includes federally qualified health centers or look-alikes that are operated or housed in LHDs
LHJ	Local Health Jurisdiction
MCAH	Maternal Child and Adolescent Health
MCP	Medi-Cal Managed Care Plan
PEP	Post Exposure Prophylaxis
PVS	Post-Vaccination Serology
Tdap	Tetanus, Diphtheria, and Pertussis
TK/K	Transitional Kindergarten/Kindergarten
VFC	Vaccines for Children Program
VPDs	Vaccine-Preventable Disease(s)
WIC	Women, Infants, and Children

**CDPH Immunization Branch
Funding Application for Immunization Branch Subvention Grant Funds**

Exhibit B - Budget A1

	Budget (**Year 1) 07/01/2017 to 06/30/2018	Budget (**Year 2) 07/01/2018 to 06/30/2019	Budget (**Year 3) 07/01/2019 to 06/30/2020	Budget (**Year 4) 07/01/2020 to 06/30/2021	Budget (**Year 5) 07/01/2021 to 06/30/2022
I. County of Inyo	\$ 39,543	\$ 39,543	\$ 37,170	\$ 37,170	\$ 37,170
II. (Subgrantee, if any)	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 39,543	\$ 39,543	\$ 37,170	\$ 37,170	\$ 37,170

**Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded*

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

Total Funding for 5-Year Term:	\$ 190,596
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**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 3
(07/01/2019 - 06/30/2020)**

Grant Agreement #: 17-10320

Form 5C

	% of time or hours on project	Monthly salary range or hourly rate	Total
I. Personnel			
Public Health Nurse/Registered Nurse	20%	\$ 40.94	\$ 17,033.00
Office Tech III	15%	\$ 27.82	\$ 6,681.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Personnel Expenses		\$	\$ 25,714.00
II. Fringe Benefits (39.1855% of Personnel)			
		\$	\$ 10,076.00
III. Operating Expenses or General Expenses			
Office/Clinic Supplies		\$	\$ 880.00
Printing		\$	\$ 880.00
Health Education		\$	-
Other		\$	-
IV. Equipment Expenses			
		\$	-
V. Travel Expenses			
In-State Travel		\$	\$ 500.00
Out-of-State Travel		\$	\$ 500.00
(The Grantee shall be reimbursed for the actual claimed and invoiced)			
VI. Subgrantee Expenses (if any)			
_____ (Name of Subgrantee)		\$	-
VII. Indirect Costs (Approved ___% of total Personnel Costs or total Direct Costs)			
		\$	-
<input type="checkbox"/> Approved ___% of total Personnel Costs			
<input type="checkbox"/> Approved ___% of total Direct Costs			
VIII. Total Expenses			
		\$	\$ 37,170.00

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

**Exhibit B - Budget A1
Year 5
(07/01/2021 - 06/30/2022)**

Grant Agreement #: 17-10320

Form 5E

	% of time or hours on project	Monthly salary range or hourly rate	Total
I. Personnel			
Public Health Nurse/Registered Nurse	20%	\$ 40.94	\$ 17,033.00
Office Tech III	15%	\$ 27.82	\$ 8,681.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Personnel Expenses		\$	25,714.00
II. Fringe Benefits (39.1855% of Personnel)			
		\$	10,076.00
III. Operating Expenses or General Expenses			
Office/Clinic Supplies		\$	880.00
Printing		\$	880.00
Health Education		\$	-
Other		\$	-
IV. Equipment Expenses			
		\$	-
V. Travel Expenses			
In-State Travel		\$	500.00
Out-of-State Travel		\$	500.00
(The Grantee shall be reimbursed for the actual claimed and invoiced)			
VI. Subgrantee Expenses (If any)			
_____ (Name of Subgrantee)		\$	-
VII. Indirect Costs (Approved ___% of total Personnel Costs or total Direct Costs)			
		\$	-
<input type="checkbox"/> Approved ___% of total Personnel Costs			
<input type="checkbox"/> Approved ___% of total Direct Costs			
VIII. Total Expenses			
		\$	37,170.00

AWARD ATTACHMENTS

California Department of Public Health

1 NH23IP922612-01-00

1. Terms and Conditions

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additionalrequirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note: CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

REPORTING REQUIREMENTS

Audit Requirement Domestic Organizations An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

In addition, if the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 1 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

1. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

- (4) Any other criminal, civil, or administrative proceeding if:
- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 1 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

3. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match;

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html>. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant supported project must bear an acknowledgment and disclaimer, and include the award number. For example:

This publication (journal article, etc.) was supported by Grant or Cooperative Agreement number 5UXXXXXXX, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all awardees receiving federal funds, including and not limited to state and local governments and recipients of federal research grants, shall clearly state:

- Percentage of the total costs of the program or project which will be financed with federal money,
- Dollar amount of federal funds for the project or program, and
- Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both

PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security

Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:

Recipients are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "recipient," "subgrant," or "subrecipient"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

- (1) DoD, NASA, and the Coast Guard; or
- (2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-
 - (i) Relates to an activity of an element of the intelligence community; or
 - (ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract, a gross waste of federal funds, an abuse of authority relating to a federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.

(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM:

SUBJECT: Ratify Commercial Hangar Lease Agreement with REACH Air Medical Services, LLC and the County of Inyo

RECOMMENDED ACTION:

Request Board:

A) ratify and approve the Lease Agreement between the County of Inyo and REACH Air Medical Services, LLC for the hangar space located at Hangar A, Bishop Airport, Bishop, CA for an initial period of five years with four, two-year options to extend, the first annual amount of \$31,200 payable to the County in quarterly installments of \$7,800, beginning on July 1, 2019 and ending June 30, 2024 contingent upon the Board's adoption of future budgets; and

B) authorize the Chairperson to sign the Lease Agreement contingent upon the appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This lease provides hangar space for REACH Air Medical Services, LLC located in Bishop Ca. The lease agreement provides for an initial term of five years, commencing on July 1, 2019 and ending June 30, 2024 with four, two-year options to extend. The quarterly lease for the initial term is \$0.10 cents per square foot per month or Seven Thousand, Eight Hundred Dollars (\$7,800) per quarter or Thirty One Thousand, Two Hundred Dollars (\$31,200) per year. In year two, the lease amount will increase to \$0.12 cents per square foot per month, or Nine Thousand, Three Hundred Sixty Dollars (\$9,360.00) per quarter, or Thirty Seven Thousand, Four Hundred Forty Dollars (\$37,440) per year. In year three, the lease amount will increase to \$0.14 cents per square foot per month, or Ten Thousand, Nine Hundred Twenty dollars (\$10,920.00) per quarter, or Forty Three Thousand, Six Hundred Eighty dollars (\$43,680) per year. In years four and five, the lease amount will increase by the Consumer Price Index (CPI) for the Los Angeles area. Should the County exercise the option for the extensions the amount will increase by five percent (5%) per year. The five percent increase would apply to the most expensive year of the previous lease periods. With consent of the Lessee, if the County opts to utilize space within the Hangar A for storage of the Aircraft Rescue Firefighting (ARFF) vehicle, the County shall reduce the lease amount by the equivalent of 500 square feet worth of space per month. The rates outlined above would apply to this calculation within the corresponding fiscal year(s).

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this Lease Agreement. This is not recommended, as doing so would leave REACH Air Medical Services, LLC without hangar space. No other hangar space has been identified at this time.

OTHER AGENCY INVOLVEMENT:

County Counsel for review

Risk Management for Insurance requirements

Auditor for review and payments

Department of Water and Power for review

FINANCING:

Financing for this lease payment will be the responsibility of REACH Air Medical Services, LLC but will credit Bishop Airport 150100 rents and leases 4311.

ATTACHMENTS:

1. 2020-03-10 Reach Air Lease
2. Attachment A to Hangar Lease

APPROVALS:

Justine Kokx	Created/Initiated - 3/17/2020
Darcy Ellis	Approved - 3/19/2020
Aaron Holmberg	Approved - 3/19/2020
Marshall Rudolph	Approved - 3/20/2020
Amy Shepherd	Approved - 3/23/2020
Breanne Nelums	Approved - 3/24/2020
Michael Errante	Final Approval - 3/25/2020

**COUNTY OF INYO - BISHOP AIRPORT
HANGAR AND TIE DOWN SPACE COMMERCIAL LEASE**

THIS LEASE AGREEMENT, made and entered into this 1st day of July 2019, by and between REACH Air Medical Services, LLC, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

1. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Michael Errante, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator" and Jim Walker, Sr. Facility Manager on behalf of Lessee REACH Air Medical Services, LLC.

2. LEASED PREMISES.

County leases to Lessee, and Lessee hires from County, as herein provided, a 130' x 200' (26,000 sq. ft.) hangar or tie down space and office space located at Hangar A, Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, as designated by the Airport Manager. This space shall only be used to store the following described aircraft and vehicles owned by Lessee or Lessee's employees:

Aircraft #1 Aircraft Make: Pilatus
Aircraft Model: PC-12
Aircraft N#: N311VM (S/N 619)
Aircraft Gross Weight: 9921 lbs
FAA Registered Owner:
Name Guardian Flight
Address 10888 South 300 West
City/State South Jordan, UT 84095
Phone (801) 619-4900

Aircraft #2 Aircraft Make: Pilatus
Aircraft Model: PC-12
Aircraft N#: N991GF (S/N 483)
Aircraft Gross Weight: 9921 lbs
FAA Registered Owner:

Name Guardian Flight

Address 10888 South 300 West

City/State South Jordan, UT 84095

Phone (801) 619-4900

Lessee recognizes that the County may, on occasion, need to move the above-referenced Aircraft from its current hangar to a different hangar in order to ensure the proper operation of the Airport. Lessee permits the County to move its Aircraft without any prior notification or consent. If the Aircraft cannot be returned to its original hangar within a reasonable period of time, the County will make a good-faith effort to notify Lessee of the new location of its aircraft.

3. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for five years beginning July 1, 2019 and continuing through and including June 30, 2024. In addition to the initial term, there will be four (4) options to extend the Lease for additional two (2) year periods as follows:

- a. From July 1, 2024 through June 30, 2026.
- b. From July 1, 2026 through June 30, 2028.
- c. From July 1, 2028 through June 30, 2030.
- d. From July 1, 2030 through June 30, 2032.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

4. EXERCISING OPTIONS TO EXTEND TERM.

The four (4) options to extend the term of the Lease for one (2) year periods identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

- a. Terms and Conditions.
 - (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
 - (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
 - (3) Lessee has exercised all previous options to extend.
- b. Manner In Which Option Can Be Exercised.
 - (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
 - (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.

- (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

5. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

6. LEASE PAYMENTS.

Lessee will pay to County \$0.10 cents per square foot per month during year one; \$0.12 cents per square foot per month in year two; \$0.14 cents per square foot per month in year three; in years four and five, the lease amount will increase by the Consumer Price Index (CPI) for the Los Angeles area as published by the Bureau of Labor Statistics at www.bls.gov. The annual lease amount in year one is \$31,200.00. The annual lease amount in year two is \$37,440.00. The annual lease amount in year three is \$43,680.00. The annual lease amount in years four and five will be tied to the CPI for the Los Angeles area, and therefore cannot be calculated until years four and five. The first CPI increase is scheduled to occur on 07/01/2022. The increase or decrease will be determined by comparing the Base index value of the prior year's lease (value published immediately prior to 07/01/2021) with the value published immediately prior to the date of the scheduled change (the index value published immediately prior to 07/01/2022). The formula for the change is as follows: Current base index value minus the prior base index value divided by the base index value. The result will be multiplied by 100 to determine the percentage of the change in lease amount. Lessee agrees to pay County said amounts in quarterly installments of \$7,800.00 in year one; \$9,360.00 in year two; \$10,920.00 in year three per quarter, beginning on July 1, 2019, and payable on the first day of each quarter, and thereafter during the term of this lease, or any extension thereof. If Lease payment is received more than ten (10) days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

With consent of the Lessee, if the County opts to utilize space within the Hangar A for storage of the Aircraft Rescue Firefighting (ARFF) vehicle, the County shall reduce the lease amount by the equivalent of 500 square feet worth of space per month. The rates outlined above would apply to this calculation within the corresponding fiscal year(s).

In the event the Lessee exercises its option to extend the Lease for any or all of the four two-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed 5% percent of the rent for the most expensive year of the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof. If the Lessee holds over after the expiration of the Lease term, or any extension thereof, Lessee will pay County monthly rent at the rate of one-tenth (0.10) of the annual lease payment, for each month, or part thereof, in which Lessee holds over. Such monthly rent shall be due on the first day of each month during which Lessee holds over.

7. USE OF PREMISES.

The premises are leased to be used for storage of the aircraft described above. Lessee agrees to restrict Lessee's use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County, or of County's authorized agent.

8. MASTER EASEMENT.

The property herein leased by County to Lessee is the subject of an easement deed granted to County by the Department of Water and Power of the City of Los Angeles (see Official Records Volume 17, Page 462, dated October 7, 1929), which by this reference is incorporated into this Lease.

9. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises, including all buildings and improvements thereon and that as of the effective date of the lease, they are all in good order, repair, and in safe and clean condition.

10. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

11. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

12. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

13. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee except as provided below. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by Lessee. County shall provide electrical service to those leased premises which cannot be separately metered for service.

14. JANITORIAL SERVICES.

Lessee shall furnish at its sole expense janitorial services which may be required on its leased premises. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

15. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense, including but not limited to the following: Exterior walls and roof, plumbing, electrical, hangar door operation, heating and air conditioning, lighting, air compressors, roof and exterior siding and aprons and tie down areas within the Lease Premises, which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by Acts of God. The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements.

When the County notifies Lessee that facilities within Lessee's area of responsibility are in need of repairs, Lessee will make such repairs within thirty (30) days of receiving the notification. If the nature of the repairs are such that they must be performed immediately in order to provide for the immediate safety of the public or airport users, Lessee will perform such emergency repairs immediately. If Lessee is unable to perform such emergency repairs immediately, the County reserves the right to make such repairs itself, or hire a contractor to make such repairs, at Lessee's expense.

16. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

17. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee, other than removable personal property, shall remain on the Leased Premises and be deemed to be property of County upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's personal property shall be repaired by Lessee.

18. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

19. WASTE.

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

20. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy.

21. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section Twenty during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

22. LIABILITY INSURANCE.

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

23. INDEMNIFICATION/HOLD HARMLESS.

24.1 Indemnity. Lessee will indemnify, hold harmless and defend County, its agents and employees, and its Lessor, the City of Los Angeles, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Lessee, arising out of or in connection with any of the following circumstances:

24.1.1 Use of Premises. Use of premises or Airport in any manner by Lessee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Lessees and subtenants, including any use of the premises or the Airport not allowed under this Lease.

24.1.2 Breach by Lessee. Any breach by Lessee of the terms, covenants or conditions herein contained.

24.1.3. Other Activities. Any other activities, including the direct or indirect release or spill of any legally designated hazardous material or waste on the leased premises, of Lessee, its agents, employees, invitees, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Lessee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

24.1.4. Exculpation of County. County, its officers, agents, and employees shall not be liable to Lessee for any loss or damage to Lessee, Lessee's airplane, or any other property of Lessee from any cause, including inclement weather or natural disasters. Lessee expressly waives all claims against County, its officers, agents and employees, for injury or damage to person or property arising for any reason regardless of whether or not there is concurrent passive or active

negligence of County, its officers, agents, and employees, unless such injury or damage is caused due to the sole active negligence or willful misconduct of County, its officers, agents, and employees.

24. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

25. ASSIGNMENT OR SUBLEASE OF PREMISES.

Lessee agrees not to assign this lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law.

26. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

27. FAA-REQUIRED PROVISIONS

28.1. Nondiscrimination

The tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

28.2. Airport Protection

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the

airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

28.3. Property Rights Reserved

This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Airport.

28.4. Exclusive Rights

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

28. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County. However, County may, upon 30 days' notice to Lessee, amend this Lease as a result of any changes to the airport lease and/or easement with the Los Angeles Department of Water and Power, as referenced in Section Eight, or FAA requirements, so long as such amendment is limited to an incorporation of changes and/or modification to the Airport Master Lease, Airport Easement, and/or changes to the FAA training/badging/operational requirements. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

29. TERMINATION.

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

30. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

31. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

32. MECHANIC'S LIEN.

Lessee agrees to keep the leased premises free from all mechanics' liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

33. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

34. WAIVER.

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

35. DEFAULT.

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

36. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

37. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

38. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

39. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: _____

40. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

41. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

42. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

COUNTY

Public Works Deputy Director
168 N. Edwards St., P.O. Drawer Q
Independence, CA 93526

**Department
Address
City and State**

LESSEE

Facility Manager
REACH Air Medical Services, LLC
8880 Cal Center Drive #125.
Sacramento, CA 95826

**Name
Address
City and State**

With a Copy Mailed to:
REACH Air Medical Services, LLC

Associate General Counsel
1001 Boardwalk Springs Place, Suite 250
O'Fallon, MO 63368

**COUNTY OF INYO - BISHOP AIRPORT
OFFICE AND COMMERCIAL SPACE LEASE**

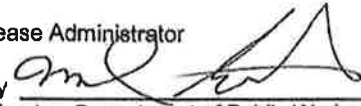
Initial Term of Lease:
July 1, 2019 through June 30, 2024

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____
day of _____, 20_____.

COUNTY

LESSEE

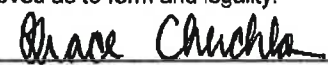
Lease Administrator

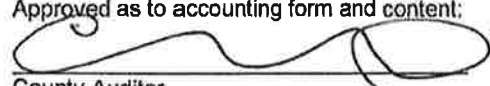
By 
Director, Department of Public Works

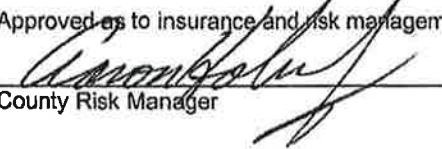
Date: 11/22/19


Signature
Vicky Spolacci
Type of Print Name

Date: 11-21-19

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:

County Risk Manager

Chairperson, Board of Supervisors

s:CountyCounsel/Leases

Attachment A

Vendor/Contractor/Operator shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work or in connection with products, materials or services supplied to Inyo County and shall include their agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Pollution Legal Liability and Remediation, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. For fixed-based operators (FBO's), flight schools, and/or flying clubs located at an Inyo County airport, Airport Liability Insurance is required on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$5,000,000 per occurrence, including owned and non-owned aircraft coverage.
- B. For aeronautical and non-aeronautical businesses located at the airport:
 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Vendor/Contractor/Operator has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than \$1,000,000 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.
 4. Pollution Legal Liability and Remediation and/or Errors & Omissions applicable to underground or above ground fuel storage tanks, fueling or refueling operations with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. This policy shall include coverage for bodily injury, property damage personal injury and environmental site restoration, including fines and penalties in accordance with applicable EPA or state regulations.
 5. Hanger-Keepers Liability: with a limit not less than \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate.
- C. If the contract is with any Vendor/Contractor/Operator that may provide IT services or software or that might involve the retention of private, non-public information about third parties then add:
 1. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to

Attachment A

the duties and obligations as is undertaken by Vendor/Contractor/Operator in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

D. If the contract is with a Tenant or General Lessee, then add:

1. Property Insurance: Tenant/Lessee shall maintain not less than \$1,000,000 Fire Legal liability on all real property being leased, including improvements and betterments owned by the CLIENT, and shall name the CLIENT as a loss payee. Tenant/Lessee shall also provide fire insurance on all personal property contained within or on the leased premises. The policy must be written on an "all risks" basis, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Tenant/Lessee shall name CLIENT as an additional insured.
2. Interruption of Business insurance: Lessee shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to Lessor for a period of up to one (1) year if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

If the Vendor/Contractor/Operator 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 Vendor/Contractor/Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, the Vendor/Contractor/Operator shall provide coverage to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Vendor/Contractor/Operator shall provide evidence satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. 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.

Other Insurance Provisions

Attachment A

The General Liability, Automobile Liability, Pollution Legal Liability and Remediation, policies are to contain, or be endorsed to contain, the following provisions:

1. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Vendor/Contractor/Operator 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, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project or use of facilities, the (Contractor / Vendor / Operator's) insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, agents, or volunteers shall be excess of the Vendor/Contractor/Operator insurance and shall not contribute with it.
3. Each insurance policy required shall provide that coverage shall not be canceled, except with notice to Inyo County.

The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Vendor/Contractor/Operator pursuant to the contract. This coverage may also be provided as part of the Pollution Legal Liability and Remediation policy.

If the Airport Liability, General Liability, Pollution Legal Liability and Remediation policy and/or Errors & Omissions coverages are written on a claims-made form:

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 an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII.

Attachment A

Verification of Coverage

Vendor/Contractor/Operator shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator 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.

Waiver of Subrogation

Vendor/Contractor/Operator hereby grants to Inyo County a waiver of subrogation which any insurer may acquire against Inyo County, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator by virtue of the payment of any loss. Vendor/Contractor/Operator 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Vendor/Contractor/Operator, its employees, agents, and subcontractors. This provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Subcontractors

Vendor/Contractor/Operator shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor/Contractor/Operator shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

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.



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 7, 2020

FROM: Michael Errante

SUBJECT: Budget Amendment and Notice of Completion for the Runway Rehabilitation Project

RECOMMENDED ACTION:

Request Board:

A) Amend the Fiscal Year (2019-2020) Lone Pine Airport (Budget 150504) as follows:

1. increase estimated revenue in State Grant (Revenue Code 4498) by \$2,094;
2. increase estimated revenue in Federal Grant (Revenue Code 4555) by \$41,887;
3. increase estimated revenue in Operating Transfer In (Revenue Code 4998) by \$2,560;
4. increase appropriation in Construction in Progress (Object Code 5700) by \$46,541; and
5. increase appropriation in Lone Pine/Death Valley Airport Budget (150500), Operating Transfers Out Object Code (5801) by \$2,560 (*4/5ths vote required*);

B) Recommend your Board approve the resolution ratifying the contract change orders;

C) Recommend your Board approve the resolution accepting the improvements for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport; and,

D) Authorize the recording of a Notice of Completion for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport.

D) Authorize the recording of a Notice of Completion for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport.

SUMMARY/JUSTIFICATION:

At the September 17, 2019 meeting of the Board of Supervisors, your Board awarded the construction contract for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport (Project) to Granite Construction Inc. of Watsonville, California (Granite) in the amount of \$1,816,900. The final construction contract amount (not including construction engineering/inspection) is \$1,963,440.38.

Granite recently completed construction of the Project. Several change orders were required due to differing site conditions, the most extensive being the discovery of saturated clay in the subgrade of the runway. Various remedies were approved by the project engineer, Bob Wadell, and used by Granite to treat the problem areas. The attached Resolution ratifying the contract change orders approves these change orders.

On February 6, 2020 the final inspection was performed and the project was determined to be complete to the satisfaction of the Public Works Director and the project engineer. Accordingly, the Director is requesting that the Board adopt the attached Resolution authorizing the recording of the Notice of Completion, which accepts the completed improvements.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the

contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

9/17/19 Board awards contract to Granite Construction Inc

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the resolutions. Consequently, the project and contract change orders would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which stop notices can be submitted and will delay the release of retention to the Contractor.

The Board could choose not to approve the budget amendment, which would also prevent payment of the retention to the Contractor

OTHER AGENCY INVOLVEMENT:

FAA
Caltrans Division of Aeronautics

FINANCING:

The construction contract, and this budget amendment, are funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the amendment, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the cost of the amendment. The reimbursable costs were paid through budget unit 150504, Lone Pine/Death Valley Airport Pavement, object code 5700, Construction in Progress. There is sufficient fund balance in the Lone Pine/Death Valley Airport Budget (150500) to cover the increased expenditure.

ATTACHMENTS:

1. LP Airport Change Order Resolution
2. Runway Rehabilitation Resolution
3. Notice of Completion Lone Pine Airport Runway Rehabilitation Project

APPROVALS:

Ashley Helms	Created/Initiated - 3/25/2020
Darcy Ellis	Approved - 3/25/2020
Ashley Helms	Approved - 3/30/2020
Breanne Nelums	Approved - 3/30/2020
Michael Errante	Approved - 3/30/2020
Denelle Carrington	Approved - 3/30/2020
Marshall Rudolph	Approved - 3/31/2020
Amy Shepherd	Approved - 3/31/2020
Michael Errante	Approved - 3/31/2020
Clint Quilter	Final Approval - 4/1/2020

RESOLUTION NO. 2020 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
RATIFYING CHANGE ORDERS TO THE CONTRACT WITH GRANITE
CONSTRUCTION INC FOR THE RUNWAY REHABILITATION PROJECT AT THE
LONE PINE/DEATH VALLEY AIRPORT**

WHEREAS, on September 17, 2019, the Inyo County Board of Supervisors awarded the contract for the Runway Rehabilitation Project at the Lone Pine / Death Valley Airport (“the Contract”) to Granite Construction of Bakersfield, CA (“the Contractor”) in the amount of \$1,816,900;

WHEREAS, in the course of completing the work on this Contract, the Contractor encountered multiple unexpected issues, including unsuitable subgrade and direct burial lighting cable in conflict with the placement of new culverts;

WHEREAS, these unexpected issues necessitated six change orders to the Contract. These change orders were as follows:

Number	Date Finalized	Amount
1	02/28/2020	\$5,440.25
2	03/04/2020	\$40,920.00
3	02/28/2020	\$7,476.34
4	03/04/2020	\$26,258.67
5	03/04/2020	\$19,429.12
6	03/04/2020	\$47,016.00

WHEREAS, these change orders were authorized by the Inyo County Director of Public Works pursuant to the authority granted to him by Inyo County Board of Supervisors on September 17, 2020 and California Public Contract Code section 20142;

NOW THEREFORE BE IT RESOLVED:

1. That the Board of Supervisors ratifies and approves the payment of the six change orders listed above pursuant to California Public Contract Code section 20142.
2. That the Board of Supervisors ratifies and approves the payment of the six change orders listed above notwithstanding any contrary provisions of the Inyo County Code, including but not limited to sections 11.05.210 and 11.05.220.

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

AYES: _____
NOES: _____

ABSTAIN: _____
ABSENT: _____

MATT KINGSLEY, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

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

RESOLUTION #2020 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
Lone Pine Airport – Runway Rehabilitation Project**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Lone Pine Airport – Runway Rehabilitation Project has been completed by Granite Construction Inc., of Watsonville, California in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Lone Pine Airport – Runway Rehabilitation Project.

Passed, approved and adopted this _____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk

by _____
Assistant Clerk of the Board

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

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Lone Pine Airport – Runway Rehabilitation Project on the property hereinafter described, was completed on February 6, 2020 and was accepted by the Inyo County Board of Supervisors on, _____.
2. The property on which the Lone Pine Airport – Runway Rehabilitation Project has been completed is located on the grounds of Lone Pine Airport, Lone Pine, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, operates and maintains the Lone Pine Airport.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Lone Pine Airport – Runway Rehabilitation Project, pursuant to contract with the County, is Granite Construction Inc., of Watsonville, CA.

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

COUNTY OF INYO

Dated: _____

By: _____

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Michael Errante, PE, Public Works Director