

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

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

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

April 6, 2021 - 8:30 AM

1. **PUBLIC COMMENT** (*Join meeting via Zoom [here](#)*)

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *County of Inyo et al v. Two Brothers Ocean Pine LLC* (Inyo Sup. Ct. Case no. SICV-CV-2065575).
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Hollowell v. County of Inyo et al.* (Sac. Sup. Ct. Case No. 34-2021-00295566).
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer 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 (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

5. **PLEDGE OF ALLEGIANCE**
6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**
8. **PROCLAMATIONS - Wild Iris** - Request Board approve: A) a proclamation declaring April 2021 as Sexual Assault Awareness Month in Inyo County; and B) a proclamation declaring April 2021 as Child Abuse Prevention Month in Inyo County.
9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
10. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

11. **Child Support Services** - Request Board:
 - A) Change the authorized strength within the Child Support Department by:
 1. deleting one (1) Program Manager, Range 78 (\$5,741-\$6,976) and one (1) Office Technician I, Range 55 (\$3,343-\$4,065);
 2. adding one (1) Child Support Officer I-III, Ranges 57-64 (\$3,499-\$5,011) and adding one (1) Administrative Analyst I-III, Ranges 68-72 (\$4,533-\$6,050); and
 - B) Find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for the requested positions exists in the non-general Child Support fund, as certified by the Child Support Regional Director and concurred with by the County Administrator and Auditor-Controller;
 2. the positions could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
 3. approve the hiring of one (1) Child Support Officer I-III, Range 57-64 (\$3,499-\$5,011), depending upon qualifications; and approve the hiring of one (1) Administrative Analyst I-II, Range 68-70 (\$4,533-\$5,781), depending upon qualifications.
12. **Clerk-Recorder** - Request Board:
 - A) change the Authorized Strength in the Clerk/Recorders Department by adding one (1) Office Technician I-III, Range 55-63 (\$3,343 -\$4,895); and
 - B) Find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Office Technician I-III, Range 55-63 (\$3,343 - \$4,895) exists in the General Fund, as certified by the Clerk-Recorder and concurred with by the County Administrator and Auditor-Controller;
 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
 3. approve the hiring of one (1) Office Technician I-III at Range 55-63 (\$3,343-\$4,895), depending on qualifications.

13. **County Administrator - Emergency Services** - Request Board: A) declare Container Alliance Company of Santa Barbara, CA, the successful bidder for storage containers per Inyo County Bid No. 2021-03; and B) authorize the purchase of three (3) storage containers from Container Alliance of Santa Barbara, CA, in an amount not to exceed \$19,503.75.
14. **County Administrator - Museum** - Request Board authorize the County Administrator or designee to provide written consent for Carson and Colorado Railway, Inc. (CCRW) to sublease Southern Pacific Narrow Gauge Steam Locomotive #18 to the Durango Silverton Narrow Gauge Railroad for the period from May 10, 2021 to October 15, 2021, in accordance with Section 15 of the lease agreement between Inyo County and CCRW.
15. **County Administrator - Recycling & Waste Management** - Request Board waive all gate and disposal fees associated with the Tire Amnesty Events to be conducted in April and October 2021.
16. **County Counsel** - Request Board approve proposed contract with Thomson Reuters for online legal research service for a total amount not to exceed \$48,130.14 over a three-year period commencing November 1, 2021, contingent upon Board's approval of future budgets; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **County Counsel** - Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA, increasing the contract limit to an amount not to exceed \$110,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
18. **Health & Human Services - Social Services** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services, extending the contract period by an additional four months with a new contract end date of October 31, 2021.
19. **Public Works** - Request Board accept and approve the Highway Easement Deed from the United States of America, acting through the Department of Transportation, Federal Highway Administration, for the realignment of a portion of road related to the Carroll Creek Road Bridge Replacement Project.
20. **Public Works** - Request Board authorize issuance of a blanket purchase order for Fiscal Year 2020-2021 in an amount not to exceed \$30,000, payable to Kern Machinery of Bakersfield, CA for the purchase of equipment repair and service items.
21. **Public Works** - Request Board approve the lease agreement between the County of Inyo and Air Methods (DBA Mercy Air) of Greenwood Village, CO for certain lands at the Lone Pine/Death Valley Airport, in an amount not to exceed \$7,200.00 per year for an initial term of April 15, 2021 through April 15, 2022, with four one-year renewal options through April 15, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
22. **Public Works** - Request Board authorize the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Coronavirus Response Grant Program (ACRGP) grants for the Bishop Airport and Lone Pine/Death Valley Airport.

23. **Public Works - Road Department** - Request Board: A) declare Conexwest of San Francisco, CA the successful bidder for storage containers per Bid No. 2021-04; and B) authorize the purchase of two (2) storage containers from from Conexwest of San Francisco, CA in an amount not to exceed \$13,549.48.
24. **Sheriff** - Request Board: A) declare Dooley's Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize the issuance of a purchase order in an amount not to exceed \$24,500 payable to Dooley's Enterprises, Inc. of Anaheim, CA for ammunition.
25. **Sheriff** - Request Board: A) declare Mobile Relay Associates of Paramount, CA the successful bidder for seventy-eight (78) Kenwood NX5300K3 portable radios per Bid No. 2021-02; and B) authorize the purchase of seventy-eight (78) Kenwood NX5300K3 portable two-way radios from Mobile Relay Associates of Paramount, CA in an amount not to exceed \$45,929.00.
26. **Sheriff** - Request Board waive the Motor Pool Policy that vendors must have the ability to have all warranty work performed within 100 miles of Bishop and allow the Sheriff's Office to do an RFP to purchase a Jeep Rubicon for the OHV program.

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

27. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for April 8, 2021.
28. **Health & Human Services - ESAAA** - Recommend Board: A) approve the Eastern Sierra Area Agency on Aging 2021-2022 Area Plan Update; B) set the minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-transportation, 10% for Legal services, and 5% for In-home services; and C) authorize the Chairperson to sign two copies of the required Transmittal Letter.
29. **Environmental Health** - Request Board approve Resolution No. 2021-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving a Waiver or Refund of Certain Environmental Health Fees for Calendar Year 2021," and authorize the Chairperson to sign.
30. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct OptumServe COVID-19 testing services in an amount not to exceed \$500 per day, \$44,000 total for the period of March 1, 2021, through December 31, 2021, and authorize the HHS Director to sign.
31. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct COVID-19 vaccination services in an amount not to exceed \$800 per day, for the period of February 19, 2021, through December 31, 2021, and authorize the HHS Director to sign.
32. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and California Government Operations Agency for the purpose of establishing the Agency's

expectations and conditions for the County's continued eligibility for allocation of COVID-19 vaccine for the period continuing until completion of COVID-19 vaccination services and ratify the signature of the County Administrative Officer.

33. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of March 9, 2021 and March 16, 2021.

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

34. **11 A.M. - County Counsel** - Request Board receive presentation from Linda Akutagawa and Jane Andersen of the California Citizens Redistricting Committee on the 2021 state-level redistricting process.
35. **11:15 A.M. - Bishop Fire Department** - Request Board receive presentation from Bishop Fire Department on proposed Emergency Medical Services (EMS) expansion activities.

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

36. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo

County Counsel

CLOSED SESSION -

MEETING: April 6, 2021

FROM:

SUBJECT:

RECOMMENDED ACTION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Name of case: County of Inyo et al v. Two Brothers Ocean Pine LLC (Inyo Sup. Ct. Case no. SICV-CV-2065575).

SUMMARY/JUSTIFICATION:

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Darcy Ellis

Darcy Ellis

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Sue Dishion

Created -



County of Inyo



County Counsel CLOSED SESSION -

MEETING: April 6, 2021

FROM:

SUBJECT:

RECOMMENDED ACTION:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Name of case: *Hollowell v. County of Inyo et al.* (Sac. Sup. Ct. Case No. 34-2021-00295566).

SUMMARY/JUSTIFICATION:

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Darcy Ellis
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Marshall Rudolph
Amy Shepherd
Sue Dishion

Created -



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING APRIL 2021 AS SEXUAL ASSAULT
AWARENESS MONTH**



WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence harms our community, and to raise public awareness about sexual violence to encourage prevention; and

WHEREAS, survivors of sexual assault embody incredible strength and resiliency, and should have access to medical care, legal services, counseling, and services to heal and recover from their abuse; and

WHEREAS, child survivors of sexual assault can experience long-term consequences including difficulty at school, substance abuse, and serious physical and mental health problems as adults; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault; and

WHEREAS, we must work together to educate our community about sexual violence prevention; and

WHEREAS, prevention is possible through education, awareness and community involvement to promote safety, respect, and equality; and

WHEREAS, individuals can embrace their voices to show support for survivors, stand up to victim blaming, promote everyday consent, and practice healthy communication with children; and

WHEREAS, we join together with advocates and communities across the country in taking action to prevent sexual violence; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors declaring April 2021 as Sexual Assault Awareness Month.

APPROVED AND ADOPTED this XXX day of April 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson, County of Inyo Board of Supervisors

Attest: *CLINT C. QUILTER*
Clerk of the Board

By: _____
Assistant Clerk of the Board



**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
DECLARING APRIL 2021 AS CHILD ABUSE
PREVENTION MONTH**



WHEREAS, children are future of Inyo County and among our most vulnerable citizens; and

WHEREAS, all children deserve a home with a safe, stable, and nurturing environment to foster their healthy growth and development; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting and lifelong consequences for survivors; and

WHEREAS, child abuse crosses all socioeconomic and educational levels, religions, ethnic and cultural groups; and

WHEREAS, child abuse prevention is a community responsibility dependent upon partnerships created among citizens, social service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, communities should make every effort to promote programs and activities that encourage strong and thriving families; and

WHEREAS, communities that provide parents with social services, parental support, education and concrete resources can reduce instances of child abuse and neglect; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and promote the social and emotional well-being of children and families; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors declares April 2021 as Child Abuse Prevention Month in Inyo County.

APPROVED AND ADOPTED this XXX day of April 2021, by the Inyo County Board of Supervisors.

Jeff Griffiths,
Chairperson, County of Inyo Board of Supervisors

Attest: *CLINT C. QUILTER*
Clerk of the Board

By: _____
Assistant Clerk of the Board



County of Inyo



Child Support Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Amy Weurdig

SUBJECT: Request approval of changes in Authorized Staffing in Child Support

RECOMMENDED ACTION:

Request Board:

A) Change the authorized strength within the Child Support Department by:

1. deleting one (1) Program Manager, Range 78 (\$5,741-\$6,976) and one (1) Office Technician I, Range 55 (\$3,343-\$4,065);
2. adding one (1) Child Support Officer I-III, Ranges 57-64 (\$3,499-\$5,011) and adding one (1) Administrative Analyst I-III, Ranges 68-72 (\$4,533-\$6,050); and

B) Find that, consistent with the adopted Authorized Position Review Policy:

1. the availability of funding for the requested positions exists in the non-General Child Support fund, as certified by the Child Support Regional Director and concurred with by the County Administrator and Auditor-Controller;
2. the positions could be filled by internal recruitment; however, an open recruitment would be more appropriate to ensure qualified applicants apply; and
3. approve the hiring of one (1) Child Support Officer I-III, Range 57-64 (\$3,499-\$5,011), depending upon qualifications; and approve the hiring of one (1) Administrative Analyst I-II, Range 68-70 (\$4,533-\$5,781), depending upon qualifications.

SUMMARY/JUSTIFICATION:

The deletion of the Office Technician and addition of the Child Support Officer position is needed as one current Child Support Officer III is expected to retire within the next two years and one Child Support Officer III will be relocating to Idaho within two years. This additional Child Support Officer will allow for a succession plan to occur for one of these two positions. Additionally, the Office Technician position has been vacant for several years.

In addition, Child Support is requesting to delete the Program Manager position and replace it with an Administrative Analyst position. The position of Administrative Analyst is needed for day to day fiscal administration, and junior level supervisory role. This position would succession plan upwards in the organization should the candidate excel in the position over their career.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Reorganization of the Department to align with the DCSS Funding Calculator of 187 cases per FTE. Ideal

structure of (1) Director (1) Administrative Analyst (3) CSO and (1) Office Admin. This would be the 2 year plan for the department, pending the departure of the two senior CSO positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to deny this request. However, it is not the staff's recommendation to do so. Without the changed FTE resources, the department would see a decline in level of customer service delivered to the community.

OTHER AGENCY INVOLVEMENT:

Inyo County Personnel

FINANCING:

Funding for the old positions is included in the Child Support Budget (022501) in Salaries and Benefits. The changes in Authorized Staffing would not impact the budget negatively.

ATTACHMENTS:

APPROVALS:

Amy Weurdig	Created/Initiated - 3/23/2021
Darcy Ellis	Approved - 3/23/2021
Amy Weurdig	Approved - 3/23/2021
Sue Dishion	Approved - 3/29/2021
Marshall Rudolph	Approved - 3/29/2021
Amy Shepherd	Final Approval - 3/29/2021



County of Inyo



Clerk-Recorder

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Kammi Foote

SUBJECT: Change the authorized strength and authorize the hiring of one (1) Office Technician in the Clerk-Recorder's Department.

RECOMMENDED ACTION:

Request Board:

- A) change the Authorized Strength in the Clerk/Recorders Department by adding one (1) Office Technician I-III, Range 55-63 (\$3,343 -\$4,895); and
- B) Find that, consistent with the adopted Authorized Position Review Policy:
 - 1. the availability of funding for one (1) Office Technician I-III, Range 55-63 (\$3,343 - \$4,895) exists in the General Fund, as certified by the Clerk-Recorder and concurred with by the County Administrator and Auditor-Controller;
 - 2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
 - 3. approve the hiring of one (1) Office Technician I-III at Range 55-63 (\$3,343-\$4,895), depending on qualifications.

SUMMARY/JUSTIFICATION:

Prior to the passage of a statewide ballot measure designating Superior Courts as State agencies, the County Clerk also oversaw the management of the Court Clerks. Consequently the authorized strength in the Clerk-Recorder's office was significantly higher historically than it has been since reorganizing into its current structure of one person, per department, in 1998.

Since 1998, the duties and requirements for all three offices have increased substantially.

After the tragic domestic terrorist attack on 9/11, laws were changed to strengthen identity protections. This included restricting who was authorized to receive copies of birth, death and marriage records, increasing fraud protections built into specified and serialized certificate paper and a complex application and bank note tracking system was instituted.

After the presidential election in 2000, the way in which counties conduct elections came under increased

complexity and scrutiny. In the past twenty years, there have been several landmark voting reforms at both the Federal and State level, including the Help American Vote Act, Automatic Registration at the DMV, online Voter Registration and more. After the 2016 presidential election, Voting Systems were designated as critical infrastructure of the United States, and cyber-security and training has become an institutional standard that requires constant diligence in assessing new threats and identifying ways to prevent and mitigate foreign and domestic attacks on our electoral process. Then in 2020, as campaigns, Nation-states, a global pandemic and domestic civil unrest intensified the potential threats to our election infrastructure, the office requested the hiring of an additional temporary Office Technician to manage the untenable workload and strain put on the operations of the department. Without this authorization, I have no doubt that mistakes would have been made, delays would have been caused and services reduced.

For over a decade, the Clerk-Recorder and the Assistant Clerk-Recorder have regularly worked nights and weekends, at no additional cost to the tax-payers, just to keep up with the demands of daily operations. While this may be sustainable in the short-term, it puts the Clerk-Recorder-Elections office at risk of being unable to meet the demands of conducting another statewide election.

Furthermore, there has been an increase in all of the foundational services that our offices provide to the public. This includes an increase in demand for certified copies of births, death, marriages and business filings as citizens need these documents to apply for grants and services. As well as an increase in petition checking, including a record number of Recall petition signatures for the impending special election of Governor Newsom.

Adding to departmental strain is the imminent end-of-life to the main software system that is the backbone of our internal accounting, land recording and vital record storage and management system. The current contract is ending on July 1, 2021 and the vendor will no longer be supporting it after that date. This will require the Department to migrate to a new software system, prior to a possible Recall election and work with a truncated Redistricting cycle to update new political divisions in the election management software system, before the official filing period for mid-term election, which begins on December 16, 2021.

Employees in the Clerk-Recorder-Elections office must be proficient in eight unique software systems, must be able to perform confidential tasks such as issuing a confidential marriage license, filing Loyalty Oaths and updating drivers licenses and social security numbers in the Voter Registration database. Employees in this office also handle over \$550,000 dollars on a fiscal year basis, maintain three county budgets and balance fifteen trust accounts. Due to the specialized nature of the work, it takes a minimum of 3-5 years to train an employee to be adept in all three disciplines.

The Clerk-Recorder-Elections office must also remain open and staffed for the public, even during a global pandemic. Pursuant to Government Code §27361.4 (b), the Inyo County Board of Supervisors has passed a resolution allowing the Clerk-Recorder-Elections office to collect an additional fee of one dollar (\$1) for filing every instrument, paper, or notice for record provided the county recorder's office is open for business every business day, during posted hours, except for legal holidays.

Throughout 2020, the way in which we deliver services continues to evolve and we are responsible to make sure that all of the ever-changing laws are strictly followed. An error by the elections department could result in a candidate being disqualified from running for office or a disenfranchised voter. These errors cannot be remedied except through legal action.

The County Recorder is obligated to record legal documents that are used to determine the ownership of property. If an unlawful, improperly completed or fraudulent document is recorded it could result in clouded title and/or litigation.

Leaving this department with its current authorized staffing will result in reduced services and significant exposure to liability. For these reasons, it is essential that the Clerk-Recorder-Elections office be able to recruit, hire and maintain skilled staff long-term and I believe that this can only be accomplished by adding an additional full-time employee.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Consequences:

Without fulfilling this request, the Clerk-Recorder-Elections department will not likely be able to fulfill all of its duties in 2021 and 2022.

Alternative that the Board could consider:

- 1) Consider supporting a reduction in services to the public such as no longer offering Civil Ceremonies, no longer providing document retrieval and/or searching, reducing the number of days that the office is open to the public, or reducing discretionary services such as the CEQA e-distribution list and online posting of CEQA document filings.
- 2) Consider shifting duties from the County Clerk to the Board Clerk, as allowable by law, such as the filing of 700 Forms of all non-elected filers, Loyalty Oaths of all county employees and CEQA documents as is routinely done in many other counties in California.
- 3) Consider consolidating the office of Registrar of Voters with another department within Inyo County.

OTHER AGENCY INVOLVEMENT:

Inyo County Personnel

FINANCING:

This change in authorized staff is not budgeted and there is not sufficient savings in the FY 2020-2021 budget to cover the request. If the request is approved, a reduction in General Fund contingencies or a reduction to another general fund budget will be required to maintain a balance budget.

ATTACHMENTS:

1. Elections Workload

APPROVALS:

Kammi Foote	Created/Initiated - 3/16/2021
Darcy Ellis	Approved - 3/18/2021
Kammi Foote	Approved - 3/29/2021
Sue Dishion	Approved - 3/29/2021
Marshall Rudolph	Approved - 3/29/2021
Amy Shepherd	Final Approval - 3/29/2021

Changing Elections Landscape

- **California No-Excuse Absentee Voting - 1978**
 - 4.4% absentee ballots cast in November 1978 election
- **Uniform & Overseas Citizens Absentee Voting Act (UOCAVA) - 1986**
 - Protects the right to vote for service members stationed overseas
- **California Voting Rights Act – 2001**
 - Prohibits the use of an at-large election in a political subdivision if it would impair the ability of a protected class to elect a candidate
- **California Permanent Vote By Mail – 2002**
 - Up to 75% of Inyo County was choosing to vote by mail pre-pandemic
- **Help America Vote Act (HAVA) - 2002**
 - Made sweeping reforms to the voting process nationwide, provided funding for new voting systems, and required accessible voting machines at every polling place for disabled voters beginning in 2008
- **Procured and Deployed Accessible Ballot Marking Devices in all polling places – June 2006**
 - All poll workers trained on the use of the DREs pursuant to HAVA

Changing Elections Landscape

- **Military & Overseas Voter Empowerment (MOVE) Act – 2009**
 - Expanded UOCAVA to provide greater protections to service members, their families, and other overseas citizens
- **Top-Two open primary - 2010**
 - All voters receive a ballot with all candidates for voter-nominated offices. Presidential Primary and County Central Committee elections are still conducted as traditional modified closed primary elections once every four years.
- **Voter Pre-Registration for 16 and 17 year-olds - 2017**
 - County Elections Officials monitor these voters and ensure that they are notified to vote when they turn 18
- **Postage Plus Three - 2016**
 - Allows VBM ballots to be counted if postmarked and received within three days of Election Day
- **Eight Day Cure - Missing Signature on VBM Envelope - 2016**
 - Requires Elections Official to outreach voters - Allows for voters to provide a missing signature within eight days after Election Day
- **Elections Security - After November 2016 General Election**
 - Security continues to be a major issue for all County Elections Officials as it impacts every facet of Elections
 - On January 6, 2017 Department of Homeland Security designated Elections as a Critical Infrastructure Subset

Changing Elections Landscape

- **Voter May Authorize Any Person to Deliver VBM Ballot - 2017**
 - Previously, voters needed to designate a family member or a person residing in the voter's household to return the ballot
- **VBM Ballot May Be Delivered to Any County in the State - 2017**
 - No later than eight days after receipt, County Elections Officials shall forward the ballot to the county in which the ballot was issued
- **California Voters' Choice Act (SB 450) - 2017**
 - Provides for fourteen counties to opt in for a program to hold 100% VBM elections with VBM drop boxes and early vote centers (five counties implemented in 2018 with several others implementing in 2020)
- **California Voting For All Act – Requires Non-English Facsimile Ballots at Certain Polling Places - 2016**
 - Inyo County is now required to provide facsimile ballots in Spanish
- **Eight Day Cure – Signature on VBM Envelope does not match - 2018**
 - Requires counties to outreach voters when the signature on a VBM envelope does not match the signature on file
- **New Motor Voter (AB1461) - 2018**
 - Allows DMV to register to vote any customer who is applying for a driver's license, making an address change, or renewing their licenses unless they choose to opt out of the process (voter registration in California is at an all-time high of 20M, up from 19M in May 2018)
- **Conditional Voter Registration - 2018**
 - Allows voters to register and cast a provisional ballot after the close of registration and on Election Day
 - Many thousands of voters took advantage of this new law in 2018, and many counties had several hour long waits for people looking to register in the days leading up to Election Day

Changing Elections Landscape

- **Extension to Eight Day Cure - Missing Signature on VBM Envelope - 2018**
 - Secretary of State extended the missing signature cure to 28 days (not determined to be lawful by a court)
- **Prepaid Postage on All Returned VBM Ballots - 2019**
 - Requires counties to pay for postage on all returned VBM ballots and to ensure that USPS processes timely returns on election-related material
- **Increasing No Party Preference (NPP) Registration**
 - New Motor Voter driving a significant increase in NPP registration across the State and in Inyo County
 - County Elections are required to outreach all NPP voters prior to Primary election and notify them of party ballot choices
 - Elections anticipates a significant workload as NPP voters realize they are not able to vote for a Presidential candidate and choose to re-register on Election Day using CVR
- **Risk Limiting Audits (AB 2125) - 2018**
 - Allows counties to pilot Risk Limiting Audits (RLA) in 2020 before becoming mandatory in 2024
- **Voting System Replacement - 2017**
 - Prior system acquired in 2006.
 - Current system acquired in 2017.

Changing Elections Landscape

- **Remote Accessible Vote By Mail (RAVBM) - 2018**
 - Disabled and/or military and/or overseas voters need to have the ability to cast a ballot using a certified remote accessible vote by mail system
- **No Party Preference (NPP) Crossover Voting - March 2020 Primary**
 - Voters registered NPP may request a party ballot, *if allowed*
 - If not allowed, they now have the ability to re-register and request a party ballot, even on Election
- **Same Day Registration at the polling place - 2020**
 - Voters can re-register at the polls
 - Voter can change their address or party on Election Day – without reregistering in full
- **Every Voter Required to receive a mailed ballot, ballot drop boxes, ballot tracking, etc - 2020**
 - Temporary measures to respond to COVID-19 are now being contemplated to become permanent



County of Inyo



County Administrator - Emergency Services

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Kelley Williams

SUBJECT: Approve Container Alliance Company as the Successful Bidder for Inyo County Bid No. 2021-03 and Authorize the Purchase of Three (3) 8' x 40' Storage Containers.

RECOMMENDED ACTION:

Request Board: A) declare Container Alliance Company of Santa Barbara, CA, the successful bidder for storage containers per Inyo County Bid No. 2021-03; and B) authorize the purchase of three (3) storage containers from Container Alliance of Santa Barbara, CA, in an amount not to exceed \$19,503.75.

SUMMARY/JUSTIFICATION:

The Inyo County Office of Emergency Services annually applies for the California Governor's Office of Emergency Services (CalOES) Emergency Management Performance Grant (EMPG). In developing the EMPG grant application projects, subrecipients are asked to consider projects that address areas of improvement as they relate to emergency management capabilities. One of those identified capabilities was Logistics-Distribution Management Planning.

Due to Inyo County's large geographical Operational Area (OA) of responsibility, multiple distribution points need to be identified and established for the staging of emergency response materials, resources and supplies.

The three (3) 8' x 40' airtight storage containers that are coming before your Board today for consideration will be staged at pre-identified sites throughout the OA. Strategically placing these containers at various locations will allow a more rapid deployment of essential supplies and resources to impacted areas.

Inyo County advertised Bid No. 2021-03 in the local newspaper and on the County website, seeking bids for the purchase of three (3) 8' x 40' storage containers. Only two bids were received. Container Alliance Company of Santa Barbara, California, was the successful bidder.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not approve this purchase. However, this action would not be recommended. These containers were an approved project within the 2019 EMPG Grant. Not purchasing these containers at this time, would jeopardize the ability to spend the remaining funds before the grant performance period expires in June.

The EMPG grant provides an opportunity for Inyo County to purchase necessary equipment and materials that will enhance the OA's preparedness and response planning efforts.

OTHER AGENCY INVOLVEMENT:

CalOES

FINANCING:

The funding for the purchase of these three (3) storage containers was included within the Fiscal Year 2020/2021 Board Approved 2019 Emergency Performance Grant Program Budget #623819, Equipment Object Code #5650.

ATTACHMENTS:

1. Bid No 2021.03-Tabulation

APPROVALS:

Kelley Williams	Created/Initiated - 3/15/2021
Darcy Ellis	Approved - 3/17/2021
Kelley Williams	Approved - 3/25/2021
Marshall Rudolph	Approved - 3/29/2021
Amy Shepherd	Approved - 3/29/2021
Clint Quilter	Final Approval - 3/30/2021

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

TWO (2) CONTAINER TO BE DELIVERED TO:
 INYO COUNTY CONSOLIDATED OFFICE BUILDING
 1360 N. MAIN STREET
 BISHOP, CA 93514

ONE (1) CONTAINER TO BE DELIVERED TO:
 BISHOP FIRE TRAINING FACILITY
 960 POLETA DRIVE
 BISHOP, CA 93514

BILLING ADDRESS;

INYO COUNTY – ADMINISTRATION
 P.O. DRAWER N
 INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
 COUNTY ADMINISTRATIVE CENTER
 P.O. DRAWER N
 224 NORTH EDWARDS STREET
 INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 15, 2021 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
 MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
 IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
 Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.

- 12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT _____ (CITY & STATE)

_____, 20_____

CASH DISCOUNT TERMS _____

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services,
at the prices and terms stated subject to the instructions and conditions set forth
in this bid.

NAME OF COMPANY _____

NAME OF COMPANY REPRESENTATIVE (PRINTED) _____

COMPANY REPRESENTATIVE SIGNATURE _____

STREET ADDRESS _____

CITY AND STATE _____

PHONE NUMBER _____

FAX NUMBER _____

Three (3) – 8' x 40' – tan storage containers, with delivery, to Bishop, California:

- Dimensions – 40 feet long x 8 feet wide x 8 feet, 6 inches high
- Used Storage/Shipping Container
- No interior or exterior damage “Grade A” freshly painted
- Must be water tight and air tight
- Painted Tan in color
- Two factory cargo doors at one end
- No Other modifications
- Total price must include local sales tax and delivery charge to Bishop, CA 93514
- **Containers must be delivered and invoiced by May 31, 2021**

Indicate any exceptions to quote.

For questions regarding specifications, please contact Kelley Williams at kwilliams@inyocounty.us

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	_____
Sales Tax (7.75%)	_____
Shipping Charge	_____
Total	_____

Delivery will be made in _____ days after receipt of order.

Bid prices will remain valid and in effect through _____

Indicate any exception to the bid:

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2021-03 - Storage Containers OES

Bid Opening Date: 3/15/2021

Location: County Admin Center

	BIDDER NAME	Bid Total
1.	Aztec Technology	\$21,286.02
2.	Containe Alliance	\$19,412.63
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: Denelle Carrington

Present: Hayley Carter





County of Inyo



County Administrator - Museum

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Leslie Chapman

SUBJECT: Sublease of Engine #18

RECOMMENDED ACTION:

Request Board authorize the County Administrator or designee to provide written consent for Carson and Colorado Railway, Inc. (CCRW) to sublease Southern Pacific Narrow Gauge Steam Locomotive #18 to the Durango Silverton Narrow Gauge Railroad for the period from May 10, 2021 to October 15, 2021, in accordance with Section 15 of the lease agreement between Inyo County and CCRW.

SUMMARY/JUSTIFICATION:

Carson and Colorado Railway (CCRW) was approached by the Durango and Silverton Narrow Gauge Railroad (DSNG) about the possibility of subleasing Locomotive #18 that CCRW leases from Inyo County. The period of lease would be from May 10, 2021 to October 15, 2021. With high fire danger in Colorado similar to that in California, DSNG is prohibited from using its coal burning engines. This quite possibly leaves one of the World's top 10 tourist railroads without enough engines for the summer season. Consequently, they have asked Inyo to provide written consent for the sublease. They are not yet certain whether they will need the engine and tender, but things will happen very quickly when they make the final determination, so staff is asking approval in advance, contingent upon DSNG's formal request to move the engine and tender to Colorado.

Inyo County's partnership with DSNG has been successful for many years, from the multi-year restoration of Engine #18 to its subletting in 2017. During that time, DSNG was able to provide experience and training on Inyo's oil powered steam engine in exchange for TLC in the form of repairs, maintenance and fine-tuning at one of the Country's premier steam shops, along with some great publicity. Mutual benefits also extend to Inyo County and the Eastern California Museum when DSNG volunteers show up with expertise and elbow grease when the train, tracks or building needs work. Based on our prior experience (and the lease agreement), the train will come back from Colorado in as good or better shape than it left.

Highlights from the sublease include:

- DSNG will make lease payments of \$7,500 per month to CCRW.
- Transportation costs both to and from Durango will be paid by DSNG..
- DSNG will provide insurance while the train is in Colorado.
- If Engine #18 is used for any special trains (charters, photo train, etc.) those ticket sales will be split 50/50 between CCRW & DSNG.

- DSNG is responsible for all normal repairs and maintenance during its time on the DSNG Railroad property.

The full text of the lease is attached.

Staff recommends that you approve the issuance of a letter of approval for the Carson Colorado Railway to sublease Engine #18 and tender to Durango Silverton Narrow Gauge Railroad.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve the sublease and the train will remain at the Eastern California Museum.

OTHER AGENCY INVOLVEMENT:

Carson Colorado Railway, Inc. and Durango Silverton Narrow Gauge Railroad, Inc.

FINANCING:

There is no fiscal impact to the County. Lease proceeds will go to Carson and Colorado Railway for expenditures related to Engine #18.

ATTACHMENTS:

1. Engine No. 18 Lease 2021 (revised)

APPROVALS:

Darcy Ellis
Leslie Chapman
Marshall Rudolph
Amy Shepherd
Leslie Chapman

Created/Initiated - 3/31/2021
Approved - 3/31/2021
Approved - 3/31/2021
Approved - 3/31/2021
Final Approval - 3/31/2021

**SUBLEASE AGREEMENT
BY AND BETWEEN CARSON AND COLORADO RAILWAY INC. AND THE DURANGO AND
SILVERTON NARROW GAUGE RAILROAD INC.**

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, _____ by and between Carson and Colorado Railway Inc., a California nonprofit public benefit corporation, hereinafter referred to as "CCR" or "the Lessor," and the Durango and Silverton Narrow Gauge Railroad, a Colorado corporation, hereinafter referred to as "DSNGRR", whereby the parties hereto agree as follows:

WITNESSETH:

1. ADMINISTRATION. This Sublease Agreement, hereinafter referred to as "Sublease", shall be administered on behalf of CCR by the President or his designee and on behalf of DSNGRR by the General Manager.

2. DESCRIPTION. CCR hereby subleases to DSNGRR the property described as: Southern Pacific narrow gauge steam locomotive #18 and tender. Said property, hereinafter referred to as "leased property," is leased on the terms and conditions hereafter set forth. . The leased property is owned by the County of Inyo, California (hereinafter "Inyo County"), and is leased to CCR pursuant to a lease agreement between those parties, which is incorporated herein by this reference and which allows CCR to sublease the leased property with the consent of Inyo County. Inyo County has approved the sublease to DSNGRR under the terms and conditions set forth herein. Inyo County is an intended third-party beneficiary of this Sublease, and this Sublease shall not be amended without Inyo County's consent.

3. INITIAL TERM AND OPTION. The initial term of this Sublease will be for a period commencing on May 10th, 2021 continuing through and terminating on October 15th, 2021.

4. EARLY TERMINATION. This Sublease may be terminated by CCR at its sole discretion at any time by first giving to DSNGRR no less than thirty (30) days written notice. This Lease may be terminated by DSNGRR at its sole discretion at any time by first giving to CCR no less than thirty (30) days written notice however, D&SNGRR agrees to pay CCR a minimum of three months lease compensation.

5. HOLDING OVER. Any holding over at the expiration of said term, or extensions thereof, with the consent of CCR, either expressed or implied, shall be construed to be a tenancy from month to month and shall be upon the same terms and conditions as are herein provided.

6. COMPENSATION. As consideration for this sublease, a monetary rent of \$7500 per month will be paid by DSNGRR to CCR, additionally, the DSNGRR shall maintain the subleased property in at least as good a condition as at the initiation of this sublease, normal wear and tear excepted. All work herein is to be performed by employees of DSNGRR without promise, expectation, or receipt of any compensation for work performed. This shall not prevent DSNGRR from making donations to CCR in the form of third-party materials or labor it chooses to purchase in order to improve the condition of the leased property during the Sublease.

DSNGRR will pay for and coordinate all transportation costs from Independence, CA to Durango, CO and return, and DSNGRR will assume any risk of loss or damage to persons or property (including but not limited to the subleased property) during transit to and from Durango, CO.

7. USE. DSNGRR may use the subleased property for passenger ride purposes, as discussed more fully below. The DSNGRR may use the subleased property at their discretion for a maximum of 150 steam service days, unless otherwise mutually agreed upon. In addition, if the subleased property is used on any DSNGRR special charter trains, those ticket sales will be split 50/50 with CCR. DSNGRR may also use

the subleased property for any Public Relations benefit, advertising, or marketing, so long as Inyo County and CCR are given credit where appropriate.

8. USE LIMITATION. DSNRGR acknowledges that CCR and Inyo County make no representations, and does not have the expertise to make representations, regarding the fitness of the subleased property to provide rides to the public. DSNRGR understands and agrees that CCR and Inyo County have no expertise regarding the safe operation of the subleased property and will not be in a position to advise DSNRGR regarding the safe and proper maintenance and operation of the leased property.

DSNRGR agrees that it will not use the subleased property to provide passenger rides to the public unless: It maintains the expertise to ensure and ensures that the property is physically maintained to safely provide rides to the public in accordance with all applicable local, state and federal regulations; it creates and maintains a plan for the safe operation of the subleased property on the track; it maintains the capability to maintain the subleased property in a safe condition and inspects the subleased property periodically to ensure it remains safe for operation, this includes keeping the subleased property under cover or indoors to the best extent possible while in Durango; and maintains the staff and expertise to safely operate the property in compliance with all applicable rules and regulations and in a safe manner.

DSNRGR and CCR agree that it is in the sole discretion of DSNRGR whether to use the subleased property to provide rides to the public and DSNRGR agrees that it will not do so unless it has the expertise and capacity to do so safely and in compliance with all applicable laws and regulations. DSNRGR understands and agrees that it is DSNRGR's sole responsibility to ensure the subleased property is safely maintained and operated. It is DSNRGR's sole responsibility to ascertain what laws, regulations and safety procedures apply to such operations and to establish procedures to comply with those laws and regulations. DSNRGR understands that it is solely liable for injuries resulting from operation of the subleased property and agrees to hold CCR and Inyo County harmless and to indemnify CCR and Inyo County for any injuries arising from the operation of the subleased property.

9. SPECIAL INSURANCE. Prior to operating subleased property to provide rides to the public, DSNRGR will carry current insurance coverage that specifically covers operation of the subleased property for that purpose. Such insurance shall provide coverage for claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the subleased property. Said coverage shall be at least as broad as: Insurance Services Office Commercial General Liability coverage and shall provide limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Any excess insurance carried by DSNRGR will be the sole responsibility of DSNRGR. CCR and Inyo County, their officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of the ownership, maintenance or use of that part of the property subleased to the Lessee. The Lessee's insurance coverage shall be primary insurance as respects CCR and Inyo County, their agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CCR or Inyo County, their officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

10. HOURS OF ACCESS. DSNRGR shall have access to the subleased property at any time on a twenty-four hour per day, seven-day per week basis.

11. FEES. DSNRGR will pay for any fees required to maintain or operate the subleased property.

12. MAINTENANCE. DSNRGR shall, at DSNRGR's own expense, keep and maintain the subleased property, both interior and exterior, in good order, condition, and repair and return the subleased property upon the termination of this Sublease or any extension thereof in the same good condition as received (or better), with normal wear and tear excepted, including any reasonable repairs and adjustments discovered during its shake out runs.

DSNGRR is also responsible for all fuel, water, and lubricants used on the subleased property.

13. HOLD HARMLESS. CCR and Inyo County shall not be liable to DSNRR for any damage to the subleased property or for any loss, damage, or injury to any persons or property therein or thereon caused by the subleased property being out of repair, or by defects in the subleased property or for operation of the subleased property; nor shall CCR or Inyo County be liable for any loss, damage, or injury arising from the acts or omissions of DSNRR, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by DSNRR, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the CCR and Inyo County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the CCR and Inyo County shall not be liable.

DSNRR agrees to and shall indemnify, defend, and hold CCR and Inyo County, their officers, agents, and employees, free and harmless from and against any and all claims, liability, costs or expenses for: injury to or death of any person, including without limitation DSNRR and invitees, licensees, guests, employees, and agents of DSNRR; or for damage to property arising from the use or condition of the subleased property by DSNRR; or from the acts or omissions of any person or persons, including DSNRR and invitees, licensees, guests, employees, and agents of DSNRR, who are in or about the leased property with the express or implied consent of DSNRR.

DSNRR's obligation to defend, indemnify, and hold CCR and Inyo County, their agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement of this Sublease for DSNRR to procure and maintain a policy of insurance.

14. NOTICE. Any notice, communication, amendment, addition, or deletion to this lease, including change of address of either party during the term of this lease, which CCR or DSNRR shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

DSNRR

The Durango and Silverton Narrow Gauge Railroad
479 Main Avenue
Durango, CO 81301

CCR

Carson and Colorado Railway Inc.
P.O. Box 194
Independence, CA 93526

COPY TO:

County Administrator
County of Inyo, CA
P.O. Drawer N
Independence, CA 93526

15. ASSIGNMENT AND SUBLEASE. DSNRR agrees not to assign or sublet the subleased property in part, or encumber its leasehold estate, or any interest therein, either voluntarily or by operation of law.

16. MECHANIC'S LIEN. DSNRR agrees to keep the subleased property free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the subleased property at the instance of, or on behalf of, DSNRR, provided however, that DSNRR can contest such lien provided it posts an adequate bond therefore.

17. COMPLIANCE WITH LAW. DSNRR shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the maintenance or use of subleased property, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

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

19. DEFAULT. In the event that CCR or DSNRR shall default in any term or condition of this Sublease, 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 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Sublease by serving the defaulting party written notice of such termination.

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

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

22. AMENDMENT. The Sublease may be amended only by a written document signed by all parties hereto, with prior consent of Inyo County.

23. ENTIRE AGREEMENT. The Sublease contains the entire agreement between the parties hereto pertaining and supersedes all previous agreements between the parties with respect to the subject matter of the Sublease.

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

**DURANGO AND SILVERTON NARROW GAUGE
RAILROAD**

By _____

CARSON AND COLORADO RAILWAY INC.

By: _____
David Mull, President.



County of Inyo



County Administrator - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Leslie Chapman

SUBJECT: Tire Amnesty Event

RECOMMENDED ACTION:

Request Board waive all gate and disposal fees associated with the Tire Amnesty Events to be conducted in April and October 2021.

SUMMARY/JUSTIFICATION:

Recycling and Waste Management (RWM) has partnered with the Environmental Services Joint Powers Authority (ESJPA) to obtain grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on Saturday, April 17, Sunday, April 18, and again on Saturday, October 17 and Sunday, October 18, which will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. The event is not open to commercial tire dealers and no heavy equipment tires are accepted.

The ESJPA is managing the Tire Amnesty Grant funds and will pay for advertising of the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event. We currently charge \$4.00 for a 20 inch or smaller tires, and \$8.00 for a 20 inch to 24.5 inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because we currently charge the customers only what we pay to have the tires picked up and recycled. We do not currently charge the customers for any of the work involved with our staff's handling of the tires.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to not conduct tire amnesty events but this is not recommended because the events encourage proper disposal of tires and cover all County costs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The event will be paid for utilizing grand funding from CalRecycle secured by the ESJPA. All program invoicing will be sent to the ESJPA for payment.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 3/5/2021
Darcy Ellis	Approved - 3/5/2021
Teresa Elliott	Approved - 3/8/2021
Marshall Rudolph	Approved - 3/8/2021
Amy Shepherd	Approved - 3/8/2021
Leslie Chapman	Final Approval - 3/9/2021



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Marshall Rudolph

SUBJECT: Authorization to Enter into a Contract with Thomson Reuters' WestProFlex for Online Legal Research

RECOMMENDED ACTION:

Request Board approve proposed contract with Thomson Reuters for online legal research service for a total amount not to exceed \$48,130.14 over a three-year period commencing November 1, 2021, contingent upon Board's approval of future budgets; and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Our current three (3) year contract with Thomson Reuters for online research ends November 1, 2021. When negotiations with Thomas Reuters began, we had budgeted roughly \$1,500 a month for online research. The monthly breakdown for WestProFlex equates to \$1,297.63 a month or \$15,571.50 for the first year; the second year equates to \$1,336.56 a month or \$16,038.72 per year; and the third year totals \$1,376.66 a month or \$16,519.92 per year. We will continue to further cut our costs as we evaluate our "print" library.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could disapprove the contract with Thomson Reuters. In the past we looked into contracting with Lexis-Nexis (the only other comprehensive provider of on-line legal research), but found that Thomson Reuters on-line service was more compatible with county governmental offices. The Board could disapprove purchasing any on-line research; however this would severely limit the effectiveness of the Office. On-line database services are the single best equalizer for rural law offices, which have no access to law libraries whom are also reducing their print copies. The County faces the same legal issues as faced by County Counsels in all other 57 Counties. Online research continuously stays current on the evolving interpretations of the law, unlike print subscriptions which periodically send out "supplements" in order to remain current. Online research therefore provides the Office with an ability to evaluate the law, and available treatises equal to that of larger County Counsel's Offices, which fosters legally sound defensible current opinions. This fact is especially compelling since we have stopped renewing the vast majority of our print library.

OTHER AGENCY INVOLVEMENT:

Auditor/Controller

FINANCING:

The three year commitment of \$48,130.14 for the online subscription in the County Counsel's Budget 010700, Object Code 5281 for on-line research. This includes an increase to our budget to cover additional costs not covered in our contract with WestProFlex. The breakdown for the first year \$15,571.50, for an annual total, the second year \$16,038.72 and the third year \$16,519.92. In future Fiscal Years, the cost will be included in our proposed budgets.

ATTACHMENTS:

1. Thomson Reuters 2021-2024 Agreement

APPROVALS:

Cori Denault	Created/Initiated - 3/17/2021
Darcy Ellis	Approved - 3/17/2021
Cori Denault	Approved - 3/19/2021
Marshall Rudolph	Approved - 3/29/2021
Amy Shepherd	Final Approval - 3/29/2021



THOMSON REUTERS

Order Form

Order ID: Q-01037005

Contact your representative caitie.dunser@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000057047
INYO COUNTY COUNSEL
CORI DENAULT
PO BOX M
INDEPENDENCE CA 93526-0612 US

Shipping Address

Account #: 1000057047
INYO COUNTY COUNSEL
CORI DENAULT
PO Box M
INDEPENDENCE CA 93526-0612 US

Billing Address

Account #: 1000057047
INYO COUNTY COUNSEL
CORI DENAULT
PO Box M
INDEPENDENCE, CA 93526-0612 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products

See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$1,297.63	36	3%

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, the Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PSI.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01037005

_____	_____
Signature of Authorized Representative for order	Title
_____	_____
Printed Name	Date

© 2020 West, a Thomson Reuters business. All rights reserved.

This Order Form will expire and will not be accepted after 4/25/2021.

AUTHORIZED WEST REPRESENTATIVE
Signature: Charles W Holmsten
Printed Name: Chuck Holmsten
Title: Senior SCM Consultant
Date: 3/19/2021



THOMSON REUTERS

Attachment

Order ID: Q-01037005

Contact your representative caitie.dunser@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000057047

Order Confirmation Contact (#28)

Contact Name: Denault, Cori
Email: cdenault@inyocounty.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Cori Denault
Email cdenault@inyocounty.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000057047	INYO COUNTY COUNSEL	INDEPENDENCE CA 93526-0612 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
5	Attorneys	42077755	Gvt - Analytical Plus for Government
5	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
5	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Cori	Denault	cdenault@inyocounty.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41985649	Gvt - Related Documents For Government (Westlaw PRO™)
42077754	Gvt - Analytical Plus for Government
42510229	Gvt - Westlaw Edge™ National Primary



Addendum to West Order Form - Q-01037005

Subscribe: Inyo County Counsel

Account#: 1000057047

1. **Effect of Addendum.** The applicable West Order Form between you and West (“us”) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All terms used in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.

2. **Modification to Order Form** – The following language is added to the Order Form:

The pricing for Year 1 (November 1, 2021 - October 31, 2022) of the Order Form shall be \$1,297.63 per month for an annual total of \$15,571.50. The pricing for year two (November 1, 2021 - October 31, 2022) shall be \$1,336.56 (3% increase) per month for an annual total of \$16,038.72. The pricing for year three (November 1, 2021 - October 31, 2022) shall be \$1,376.66 (3% increase) per month for an annual total of \$16,519.92.

All other terms and conditions of the West Order Form will remain unchanged.

Please have this document signed by your authorized representative and returned to us along with the signed West Order Form.

West Publishing Corporation

Subscriber

Charles W Holmsten

Signed _____

Accepted By Chuck Holmsten

Name (please print) _____

Title Senior SCM Consultant

Title _____

Date 2/24/2021

Date _____



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Marshall Rudolph

SUBJECT: Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA, increasing the contract limit to an amount not to exceed \$110,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Jarvis, Fay & Gibson, LLP are the county's outside counsel and lead attorneys with respect to a pending appeal of certain CEQA litigation (LADWP v. County of Inyo). Work to date, primarily involving appellate briefings, required more time than originally anticipated and will exceed the original contract limit of \$80,000, necessitating a contract amendment. The new proposed contract limit of \$110,000 should be sufficient to cover not only any work performed to date but also the estimated remaining work associated with this litigation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment, which would effectively terminate the firm's services on behalf of the County. This alternative is not recommended because the firm's services have been highly beneficial to the County in the pending litigation and its continued services will be equally beneficial to the County.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The County Counsel's existing budget for Fiscal Year 2020-21 has more than sufficient funds available in its Professional Services line item (object code 5265) to cover the amount of the contract limit increase (\$30,000).

ATTACHMENTS:

1. Jarvis, Fay & Gibson, LLP Contract Amendment

APPROVALS:

Marshall Rudolph
Denelle Carrington
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Sue Dishion
Clint Quilter

Created/Initiated - 3/23/2021
Approved - 3/29/2021
Approved - 3/29/2021
Approved - 3/29/2021
Approved - 3/29/2021
Approved - 3/30/2021
Final Approval - 3/30/2021

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jarvis, Fay & Gibson, LLP (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated August 26, 2020, on County of Inyo Standard Contract No. 123, for the term from August 1, 2020, until litigation is completed unless sooner terminated.

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

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

County and Contractor hereby amend such Agreement as follows:

The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is increased to \$110,000 Dollars.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is March 1, 2021.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND
JARVIS, FAY & GIBSON, LLP
FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
 6th DAY OF April , 2021 .

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

 Rick Jarvis
Type or Print

Dated: 3/23/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



County of Inyo



Health & Human Services - Social Services

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Tyler Davis

SUBJECT: UC Davis Training Contract Amendment 1

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services, extending the contract period by an additional four months with a new contract end date of October 31, 2021.

SUMMARY/JUSTIFICATION:

This amendment comes before you as UC Davis has granted us a four month extension to utilize a greater number of contracted training units. This year's contract provided 30 units (days) of tele-training throughout the fiscal year 20-21, of which 29 are still available. The large number of units remaining is due to the prior year contract being extended, allowing the agency to utilize those units, prior to exercising the current contracted units. Extending this contract will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training, when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this amendment which would prevent our ability to utilize all credits that have been paid for by the County.

OTHER AGENCY INVOLVEMENT:

FINANCING:

State and Federal funding and Social Services Realignment. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

ATTACHMENTS:

1. UC Davis Contract
2. UC Davis Contract Extension

APPROVALS:

Tyler Davis	Created/Initiated - 3/29/2021
Darcy Ellis	Approved - 3/29/2021
Keri Oney	Approved - 3/29/2021
Melissa Best-Baker	Approved - 3/29/2021
Marshall Rudolph	Approved - 3/29/2021
Amy Shepherd	Approved - 3/29/2021
Marilyn Mann	Final Approval - 3/30/2021



Agreement # GENT-2020-11
C000114077

Training Services Agreement

This Agreement is made this 3rd day of March, 2020 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Continuing and Professional Education and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2020 through June 30, 2021. All courses must be completed by June 30, 2021.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.

6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.

9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

User:

Inyo County
Department of Health & Human Services
920 N. Main Street
Bishop, CA 93514

Additional University:

Center for Human Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By:  _____

Name: Susan Catron, MPPA, EdD
UC Davis Continuing and
Professional Education

Date: 2/20/2020

FEIN: 94-6036494

INYO COUNTY

By:  _____

Name: Matt Kingsley, Chairperson

Date: 03/03/2020

EXHIBIT A
TRAINING PROGRAM

1. 30.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is \$127,500.00



DIVISION OF CONTINUING AND PROFESSIONAL EDUCATION
CPE.UCDAVIS.EDU

1333 RESEARCH PARK DRIVE
DAVIS, CA 95618-4852

Agreement# GENT-2020-11
C000114077
Amendment# 1

Amendment to Training Services Agreement

This amendment is made as of the date last signed below by and between The Regents of the University of California (“University”) on behalf of its Davis campus UC Davis Continuing and Professional Education and INYO COUNTY(“User”).

RECITALS

WHEREAS the parties entered into an Agreement dated July 1, 2020, ("Agreement") providing that University would provide training, coaching, and/or consulting services to User; and

WHEREAS the parties now want to amend the Agreement in order to modify the provisions regarding term of the agreement;

NOW, THEREFORE, the parties agree to amend Agreement as follows:

- 1. End date of Contract:
 - a. Originally set to end on 6/30/2021 shall be extended to 10/31/2021

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By: *Susan Catron*

By: _____

Name: Susan Catron, MPPA, EdD
Dean, UC Davis Continuing and
Professional Education

Name:

Date: March 9, 2021

Date: _____

FEIN: 94-6036494



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Ashley Helms

SUBJECT: Approve and accept Highway Easement Deed for the Carroll Creek Rd Bridge Replacement Project

RECOMMENDED ACTION:

Request Board accept and approve the Highway Easement Deed from the United States of America, acting through the Department of Transportation, Federal Highway Administration, for the realignment of a portion of road related to the Carroll Creek Road Bridge Replacement Project.

SUMMARY/JUSTIFICATION:

The Carroll Creek Road Bridge Replacement Project is 100% funded through the Highway Bridge Program, a Federal Highway Administration (FHWA) program administered locally by Caltrans District 9. The project will replace the existing bridge, located 8 miles south of Lone Pine, which does not meet structural and safety standards. The new bridge will be constructed approximately 270 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction. The roadway realignment impacts land managed by the Bureau of Land Management and land owned by the Los Angeles Department of Water and Power. The Highway Easement Deed brought to your Board for approval and acceptance today is granted to Inyo County from the United States of America, acting through the FHWA. The deed was reviewed and certified as legally sufficient by State of California - Department of Transportation legal counsel. Your Board must now accept the interest in real property being conveyed by the FHWA by authorizing the execution of the attached Certificate of Acceptance, which will permit the recordation of the attached Highway Easement Deed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to accept the Highway Easement Deed, this is not recommended because the project cannot move forward with out the right of way acquisition for the road realignment.

OTHER AGENCY INVOLVEMENT:

BLM
FHWA

FINANCING:

There is no cost associated with the acceptance of this Highway Easement Deed.

ATTACHMENTS:

1. Highway Easement Deed - FHWA
2. Certificate of Acceptance - Carroll Creek

APPROVALS:

Ashley Helms	Created/Initiated - 3/16/2021
Darcy Ellis	Approved - 3/17/2021
Ashley Helms	Approved - 3/18/2021
Marshall Rudolph	Approved - 3/29/2021
Michael Errante	Final Approval - 3/29/2021

RECORDING REQUESTED BY:
County of Inyo

WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

County of Inyo
Public Works Department
Attention: Ashley Helms, Associate Engineer
168 N. Edwards Street
Independence, CA 93526

NO FEE DOCUMENT
Per Government Code 6103

R&T 11922; Government agency acquiring title

Project: Carroll Creek Road Bridge
APN: 029-100-41-00

HIGHWAY EASEMENT DEED

THIS DEED is made on MARCH 3, ^{2021 VPM} 2020, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION (FHWA), hereinafter referred to as the DEPARTMENT or GRANTOR, and the COUNTY OF INYO, STATE OF CALIFORNIA, hereinafter referred to as the GRANTEE:

1. GRANTOR, on behalf of GRANTEE has filed an application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317 and Section 107(d)), for the right-of-way of a highway over certain federal land in the State of California under the jurisdiction of the United States Department of the Interior, Bureau of Land Management, which land has been appropriated by the DEPARTMENT.
2. The Federal Highway Division Administrator, pursuant to delegation of authority from the Secretary of Transportation and Federal Highway Administrator, has determined that an easement over the federal land covered by the application is reasonably necessary for a right-of-way for the construction, operation and maintenance of a new Carroll Creek Bridge Number 48C0052, which replaces Bridge Number 48C0011, and realignment of Inyo County Road Number 4024 as it approaches new bridge, herein referred to as the highway.
3. The United States Department of the Interior, Bureau of Land Management, in its consent to the appropriation of the federal land, has agreed to the transfer by the DEPARTMENT of an easement over the federal land to GRANTEE.
4. GRANTEE, with respect to activities related to the federal land, agrees that (a) no person shall, on the grounds of race, color, national origin, sex, age, disability, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to the GRANTEE'S operations, programs, or activities

conducted on the federal and; and (b) GRANTEE shall use the land so conveyed in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d to 2000d-4) and all applicable civil rights provisions of other Federal Statutes.

5. NOW THEREFORE, the DEPARTMENT grants to GRANTEE an easement for a right-of-way for the construction, operation, and maintenance of a highway, including control of access thereto from adjoining lands, and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described federal land in the County of Inyo, State of California:

DESCRIPTION

Township 17 South, Range 36 East, M.D.M.

<u>Section</u>	<u>Subdivision</u>
2	NE 1/4 (within)

As the land is more particularly described and shown on those 4 map sheets labeled: Index, Exhibit "A", Exhibit "B" and Exhibit "C". Attached hereto and made a part hereof.

As provided by GRANTOR, this transfer is subject to the following terms, conditions and stipulations:

- (1) If outstanding valid claims exist on the date of this grant, the Grantee shall obtain such permission as may be necessary on account of any such claim.
- (2) Construction of the highway facility is to be undertaken by the Federal Highway Administration in compliance with the Act entitled "An Act for the Preservation of American Antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and state laws where applicable.
- (3) The easement herein granted shall terminate 10 years from the date of the execution of this deed by the United States of America in the event construction of the highway on the right-of-way is not started during such period.
- (4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purposes of construction, operation, and maintenance of a highway in accordance with the approved plans and does not include the grant of any rights for non-highway purposes or facilities: provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration shall be consulted prior to the exercise of such rights: and provided, further that

nothing herein shall preclude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits.

- (5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, United States Code-Highways, and amendments; and the terms and conditions specified by the Bureau of Land Management.
- (6) Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
- (7) The Grantee shall establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval.
- (8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety.
- (9) When need for the easement herein granted shall no longer exist and the area has been rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein agreed shall terminate and land shall immediately revert to the full control of the Secretary of the Department of the Interior or his assigns.
- (10) In the event of a reversion, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the reversion of title in the United States.
- (11) The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau

of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

(12) The provision of Title VI of the Civil Right Act of 1964 (78 Stat. 242) shall be complied with.

I, Nitika Nitashni, Attorney, State of California, Department of Transportation, am duly licensed to practice law in the State of California, and hereby certify that this deed is legally sufficient for its stated purpose.


Signature of Attorney

6/16/20
Date

IN WITNESS WHEREOF, I, Vincent MAMMANO Division Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By 
VINCENT P. MAMMANO
California Division Administrator

THIS IS TO CERTIFY, that the County of Inyo, a political subdivision of the State of California, accepts for public purposes the real property described in this deed and consents to its recrdation by order of the County of Inyo Board of Supervisors on _____, 2020 as signed by its duly authorized officer:

By:

CHAIRPERSON
County of Inyo
Board of Supervisors

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SACRAMENTO

On MARCH 2, 2021 before me, R. Harris, notary
(insert name and title of the officer)

personally appeared VINCENT Paul Mammano
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature R. Harris

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

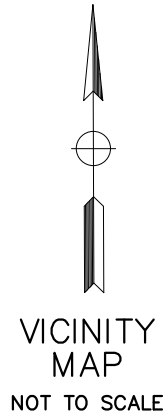
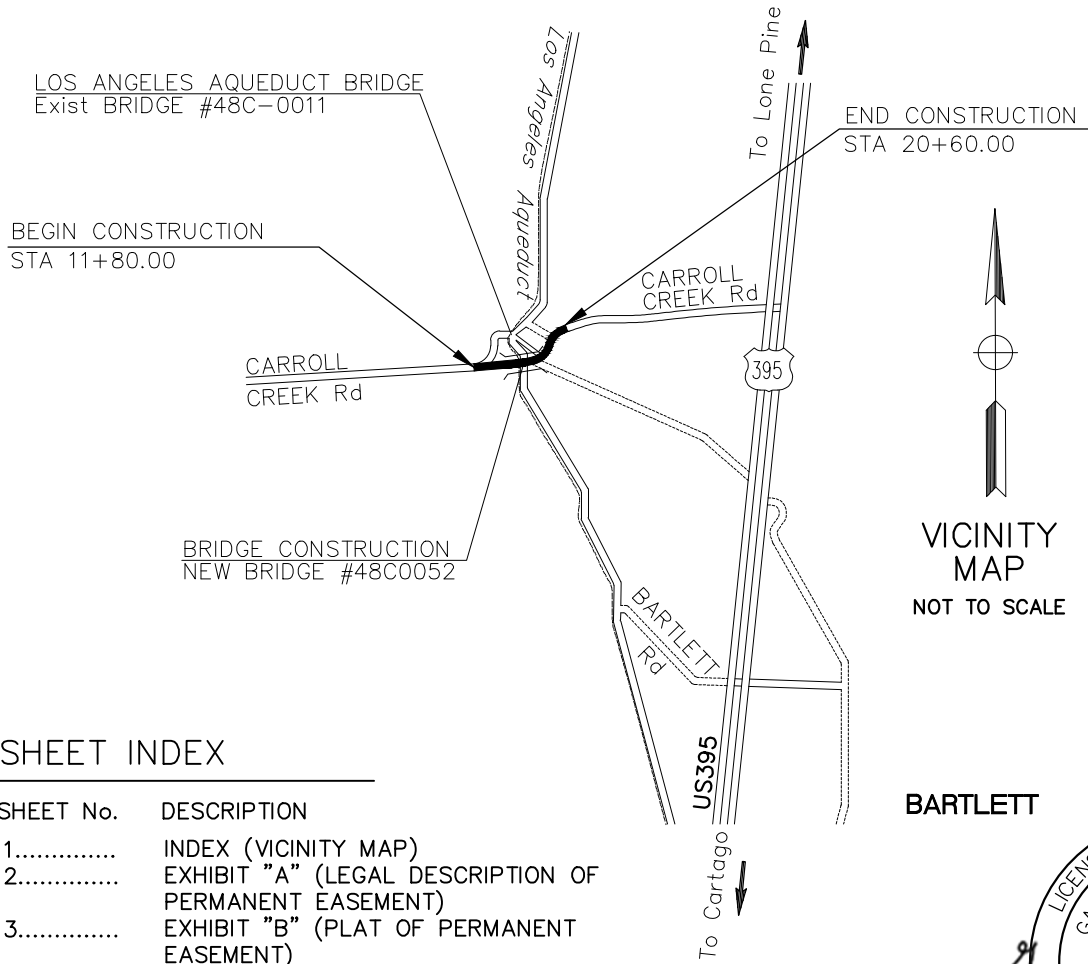
Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

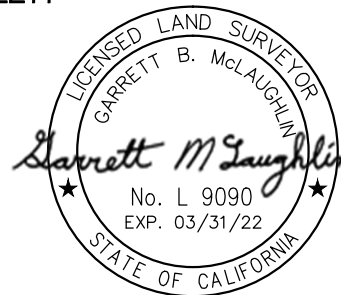
INYO COUNTY
 DEPARTMENT OF PUBLIC WORKS
APPLICATION/PERMIT FOR BLM EASEMENT AREAS
CARROLL CREEK ROAD
IN INYO COUNTY NEAR LONE PINE
ON CARROLL CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT BRIDGE
FEDERAL PROJECT No. BRLO-5948(074)



SHEET INDEX

SHEET No.	DESCRIPTION
1.....	INDEX (VICINITY MAP)
2.....	EXHIBIT "A" (LEGAL DESCRIPTION OF PERMANENT EASEMENT)
3.....	EXHIBIT "B" (PLAT OF PERMANENT EASEMENT)
4.....	EXHIBIT "C" (PLAT OF TEMPORARY EASEMENT)

BARTLETT



COUNTY OF INYO
 STATE OF CALIFORNIA
INDEX

DR. BY: ADD			DATE: 04/20/20
CKD BY: JAT			
CO.	RTE.	PM	
INY	CR		1 OF 4



EXHIBIT "A"

AN EASEMENT ACROSS A PORTION OF THE TRACT OF LAND BEING IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 36 EAST, M.D.B & M., LOCATED IN INYO COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2 MARKED BY A CALIFORNIA DEPARTMENT OF TRANSPORTATION BRASS CAP ON A 2 INCH IRON PIPE SET IN CONCRETE AS SHOWN ON THAT RECORD OF SURVEY RECORDED ON OCTOBER 27, 1987 IN BOOK 11 OF RECORD OF SURVEYS AT PAGE 88, OFFICIAL RECORDS OF INYO COUNTY, FROM WHICH A 2 INCH IRON PIPE IN ROCK MOUND PER LAS ANGELES DEPARTMENT OF WATER AND POWER FIELD BOOK 1254/68 DATED APRIL 21 1969, AS SHOWN ON SAID RECORD OF SURVEY AND BEING THE EAST QUARTER CORNER OF SAID SECTION 2, BEARS SOUTH 00° 42' 23" EAST, 2635.53 FEET (NORTH 00° 42' 25" WEST); THENCE SOUTH 55° 28' 28" WEST, 1157.22 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 17° 23' 05" WEST, 40.00 FEET; THENCE SOUTH 72° 36' 55" WEST, 37.58 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF 62° 44' 49", AND A LENGTH OF 180.70 FEET; THENCE SOUTH 09° 52' 06" WEST, 65.59 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 75° 37' 49", AND A LENGTH OF 112.20 FEET; THENCE SOUTH 85° 29' 55" WEST, 123.90 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2; THENCE ALONG SAID WEST LINE, SOUTH 00° 42' 23" EAST, 80.18 FEET; THENCE LEAVING SAID WEST LINE, NORTH 85° 29' 55" EAST, 129.20 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75° 37' 49", A LENGTH OF 217.80 FEET; THENCE NORTH 09° 52' 06" EAST, 65.59 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 62° 44' 49", AND A LENGTH OF 93.09 FEET; THENCE NORTH 72° 36' 55" EAST, 37.58 FEET; THENCE NORTH 17° 23' 05" WEST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 42,529 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

ALL DISTANCES DESCRIBED HEREIN ARE GROUND DISTANCES.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 029-100-41-00 PORTION.

Garrett B. McLaughlin 4/20/2020
GARRETT B. McLAUGHLIN DATE
PLS L9090



COPY

**CITY OF LOS ANGELES
DEPARTMENT OF
WATER AND POWER**

APN 029-100-07




ROADWAY TO BE
RELINQUISHED



CARROLL CREEK ROAD

60' ROADWAY
RIGHT OF WAY
PER (1)

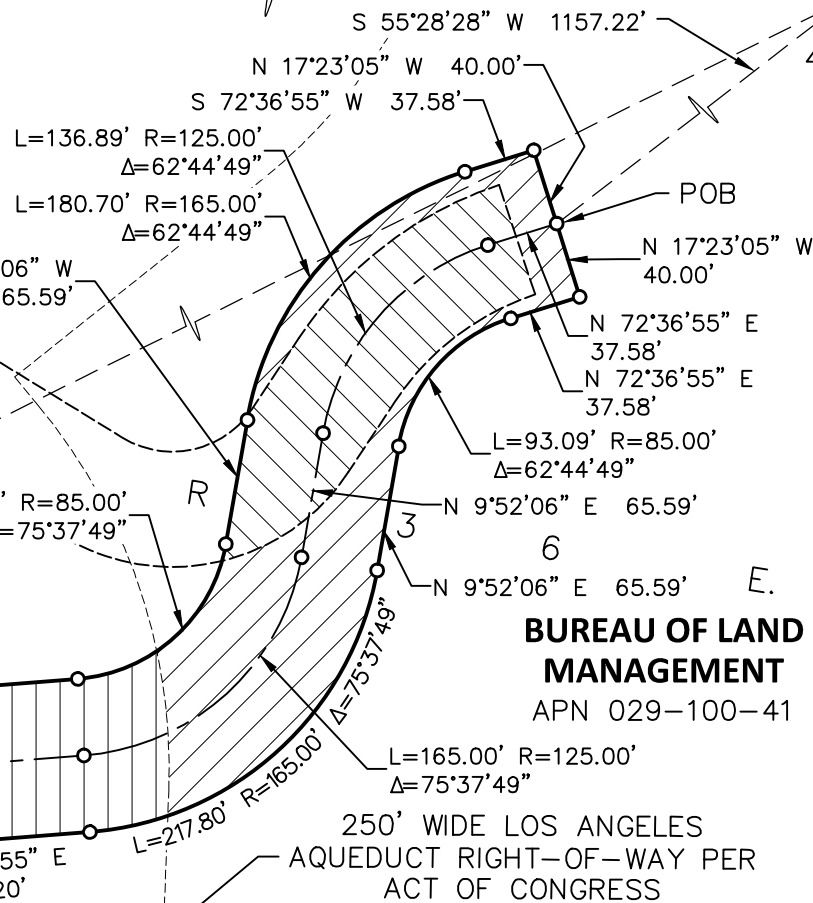
PROPOSED
CENTERLINE
ALIGNMENT

LEGEND

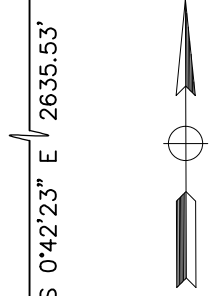
- DIMENSION POINT
-  AREA OF ACQUISITION - ±16,678 SQ FT
-  AREA OF EXISTING ROADWAY EASEMENT PER (1) WITHIN ACQUISITION - ±12,157 SQ FT
-  AREA OF AQUEDUCT RIGHT OF WAY WITHIN ACQUISITION - ±13,694 SQ. FT.

- (1) "RIGHT OF WAY MAP FOR A PORTION OF CARROLL CREEK ROAD LOCATED IN SECTION 2, T.17S, R.36E, M.D.B.&M., DWG. NO. R/W 401, ON FILE WITH THE COUNTY OF INYO SURVEYOR'S OFFICE.
- (2) BOOK 11 OF RECORD OF SURVEYS, PAGE 88, INYO CO.
-  SECTION CORNER
-  QUARTER SECTION CORNER
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

S 0°42'23" E
APPROX. 1/16
SECTION LINE



FOUND CADT
BRASS CAP ON 2"
IRON PIPE PER (2);
NORTHEAST CORNER
SECTION 2; POC



FOUND 2" IRON
PIPE PER (2);
EAST QUARTER
CORNER
SECTION 2

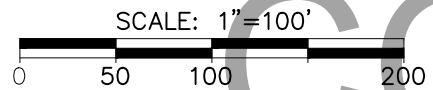
**BUREAU OF LAND
MANAGEMENT**
APN 029-100-41

250' WIDE LOS ANGELES
AQUEDUCT RIGHT-OF-WAY PER
ACT OF CONGRESS
JUNE 5, 1920, 41 STATUTE 983



COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"
HIGHWAY EASEMENT DEED

DR. BY: ADD		DATE: 04/20/20	
CKD BY: JAT		SCALE 1" = 100'	
CO.	RTE.	PM	
INYO			3 OF 4



**CITY OF LOS ANGELES
DEPARTMENT OF
WATER AND POWER**

APN 029-100-07





S 0°42'23" E
APPROX. 1/16
SECTION LINE

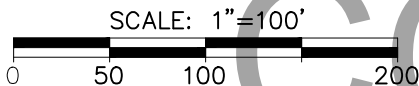
60' ROADWAY
RIGHT OF
WAY PER (1)
(TO BE
RELINQUISHED)

CARROLL CREEK ROAD

PROPOSED
CENTERLINE
ALIGNMENT

LEGEND

- DIMENSION POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
-  AREA OF TCE OUTSIDE AQUEDUCT RIGHT OF WAY - ±1,086 SQ. FT.
-  AREA OF TCE WITHIN AQUEDUCT RIGHT OF WAY - ±16,556 SQ. FT.
- (1) "RIGHT OF WAY MAP FOR A PORTION OF CARROLL CREEK ROAD LOCATED IN SECTION 2, T.17S, R.36E, M.D.B.&M., DWG. NO. R/W 401, ON FILE WITH THE COUNTY OF INYO SURVEYOR'S OFFICE.
- (2) BOOK 11 OF RECORD OF SURVEYS, PAGE 88
-  SECTION CORNER
-  QUARTER SECTION CORNER



COPY

N 55°28'28" E
1157.22' (TIE)

FOUND CADT
BRASS CAP ON 2"
IRON PIPE PER (2);
NORTHEAST CORNER
SECTION 2



N 0°42'23" W
2635.53'

FOUND 2" IRON
PIPE PER (2);
EAST QUARTER
CORNER SECTION 2

L=8.49' R=30.00' Δ=16°12'42"

N 72°36'55" E 37.58'

L=44.95' R=110.00'
Δ=23°24'50"

L=136.89' R=125.00'
Δ=62°44'49"

N 9°52'06" E 65.59'

L=165.00' R=125.00' Δ=75°37'49"

40.0'

L=57.48' R=85.00' Δ=38°44'44"

L=46.16' R=275.36' Δ=9°36'17"

L=29.41' R=85.00' Δ=19°49'28"

L=16.28' R=85.00' Δ=10°58'21"

L=16.01' R=165.00' Δ=5°33'35"

L=9.86' R=30.00' Δ=18°49'46"

250' WIDE LOS ANGELES
AQUEDUCT RIGHT-OF-WAY
PER ACT OF CONGRESS
JUNE 5, 1920,
41 STATUTE 983

L=59.62' R=105.00'
Δ=32°32'04"

S 28°40'58" W 25.45'

L=41.89' R=45.00' Δ=53°19'57"

S 22°27'11" E 20.58'

S 67°32'49" W 46.39'

L=96.40' R=234.09' Δ=23°35'43"

**BUREAU OF LAND
MANAGEMENT**

APN 029-100-41



COUNTY OF INYO
STATE OF CALIFORNIA

**EXHIBIT "C"
TEMPORARY CONSTRUCTION
EASEMENT**

DR. BY: ADD		DATE: 04/20/2020	
CKD BY: JAT		SCALE 1" = 100'	
CO.	RTE.	PM	
INYO			4 OF 4

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Highway Easement Deed from the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION to the COUNTY OF INYO, STATE OF CALIFORNIA is hereby accepted by the undersigned officer or agent on behalf of the Board of Directors of the County of Inyo pursuant to authority conferred by the Inyo County Board of Supervisors on April 6, 2021, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Jeff Griffiths
Chairperson, Inyo County Board of
Supervisors



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Sally Faircloth

SUBJECT: Approve blanket purchase order spending authority for Public Works for the 20/21 fiscal year payable to Kern Machinery of Bakersfield, CA.

RECOMMENDED ACTION:

Request Board authorize issuance of a blanket purchase order for Fiscal Year 2020-2021 in an amount not to exceed \$30,000, payable to Kern Machinery of Bakersfield, CA for the purchase of equipment repair and service items.

SUMMARY/JUSTIFICATION:

Public Works is a large department operating off of multiple budgets. According to the Inyo County Purchasing and Contracting Policy and Procedure Manual Section II, it states when the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Public Works is requesting Board approval of the above blanket purchase order not-to-exceed amount of \$30,000.00, for the purchase of products and services for multiple budgets. This request is necessary for maintenance, service, and repair of county vehicles and equipment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On July 7, 2020, your board approved blanket purchase orders and spending authority for multiple vendors. Kern Machinery was not on that list of vendors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve the blanket purchase order. However, this is not recommended as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There

is sufficient budget split between all Public Works divisions to make these payments.

ATTACHMENTS:

APPROVALS:

Sally Faircloth	Created/Initiated - 3/9/2021
Darcy Ellis	Approved - 3/9/2021
Sally Faircloth	Approved - 3/23/2021
Michael Errante	Approved - 3/29/2021
Breanne Nelums	Approved - 3/29/2021
Amy Shepherd	Approved - 3/29/2021
Marshall Rudolph	Approved - 3/29/2021
Michael Errante	Final Approval - 3/29/2021



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Ashley Helms

SUBJECT: Lone Pine Airport - Land Lease Agreement with Mercy Air

RECOMMENDED ACTION:

Request Board approve the lease agreement between the County of Inyo and Air Methods (DBA Mercy Air) of Greenwood Village, CO for certain lands at the Lone Pine/Death Valley Airport, in an amount not to exceed \$7,200.00 per year for an initial term of April 15, 2021 through April 15, 2022, with four one-year renewal options through April 15, 2026, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Air Methods, an air ambulance service with a base in Ridgecrest, CA, is interested in providing services to the southern Inyo region. During these operations the company's helicopters may require fuel from the Lone Pine/Death Valley Airport (Airport), which does not currently have self-serve Jet A fuel. Air Methods has proposed staging a 750 gallon Jet A fuel bowser (tank) at the Airport to fill this need. A security fence will be placed around the tank, and fueling activities will only be carried out by properly trained Air Methods staff. Air Methods will coordinate with Inyo County Airport staff to refill the bowser as needed; fuel will be purchased at the posted Jet A price at the Airport. This lease will allow for expanded access to emergency services in the southern County and will provide additional revenue to the Airport.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the current time, Southern Inyo County is underserved by air ambulance service. If someone is critically ill or severely injured and need to be transported to a major trauma center, they have to be transported by ground, driven to the nearest airport. They are then loaded on a fixed-wing air ambulance, and then landed at an airport and transported by ground to the trauma center. This can result in a several hour delay prior to treatment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to enter into the lease agreement, this is not recommended, as this will allow Air Methods to provide a valuable service to Inyo County residents, and will not interfere with Airport operations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Mercy Air is proposing leasing approximately 200 SF of paved area next to the existing AVGAS tank (Please see the map in the Lease Agreement). All improvement will be performed at their expense. They are willing to enter into a lease agreement of \$7,200 per year. The expectation is that this will only be a one year agreement. Once Inyo County has installed a permanent Jet A fuel tank Mercy Air will remove all of their improvements and become a customer of the airport. The \$7,200 will be applied to the costs of developing the permanent tank.

ATTACHMENTS:

1. Air Methods_Inyo - Fuel Pad Lease

APPROVALS:

Darcy Ellis	Created/Initiated - 3/30/2021
Greg Waters	Approved - 3/30/2021
Marshall Rudolph	Approved - 3/30/2021
Amy Shepherd	Approved - 3/31/2021
Michael Errante	Final Approval - 3/31/2021

**LEASE AGREEMENT BETWEEN THE COUNTY OF INYO AND
AIR METHODS CORPORATION FOR THE USE OF CERTAIN LANDS
AT THE LONE PINE/DEATH VALLEY AIRPORT**

THIS LEASE AGREEMENT BETWEEN THE COUNTY OF INYO AND AIR METHODS CORPORATION FOR THE USE OF CERTAIN LANDS AT THE LONE PINE/DEATH VALLEY AIRPORT ("Lease") is made and entered into as _____, 2021 ("Effective Date"), by and between **County of Inyo** ("Landlord"), and **Air Methods Corporation**, a Delaware corporation doing business as Mercy Air ("Tenant") (with the "Landlord" and "Tenant" constituting the "Parties" and each, "Party").

WHEREAS, Landlord currently owns the real property commonly known as 1452 S. Main Street, Lone Pine, CA 93545 (the "Land"); and

WHEREAS, Landlord and Tenant deem it advantageous for Tenant to lease a portion of the Land from Landlord for the purpose of installing and maintaining a 750 Gallon Jet A trailer-mounted fuel bowser to support to Tenant's air ambulance helicopters (the "Fuel Tank").

NOW THEREFORE, Landlord and Tenant, for and in consideration of the rents, covenants and mutual agreements hereinafter contained, the receipt and adequacy of which is acknowledged, agree as follows:

1. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, a certain rectangular shaped parcel measuring approximately fifteen (15) feet by twenty-five (25) feet in size (375 square feet +/-), located approximately 140-ft east of the vehicular parking lot and south of the terminal area aircraft apron, as depicted on Exhibit A (the "Premises").
2. **Term.** The term of this Lease shall be for one (1) year commencing on the _____ (the "Commencement Date") and expiring on _____ ("Initial Term"). Thereafter, the term shall automatically renew for one (1) year periods (each a "Renewal Term") for up to five (5) Renewal Terms unless either party notifies the other of its election not to renew within sixty (60) days before the start of the next Renewal Term. The Initial Term, together with all Renewal Terms, if any, is referred to herein as the "Term".
3. **Use.** Tenant's use and occupancy of the Premises shall be for the purpose of installing, maintaining, and operating a self-service Fuel Tank. Self-service activities cannot be contracted out to a third party. To confirm that Air Methods, performing self-service activities on aircraft are employees of the company conducting the self-service activity, the Landlord may request clarifying information, such as payroll data. Fueling operations shall be conducted in accordance with Advisory Circular (AC) 150/5230-4, *Aircraft Fuel Storage, Handling, and Dispensing on Airports*. Tenant shall not commit an act or omission on the Premises which would be in violation of any statute, regulation or ordinance of any governmental body, quasi-governmental or regulatory body having jurisdiction over the Premises or the activities conducted thereon. All fuel suppliers are subject to Landlord's prior approval, which shall not be unreasonably withheld, conditioned, or delayed. Tenant acknowledges that storage, transport, and dispensing of Jet A fuel carries knowable and unforeseeable risks to health, safety, and property. Tenant is responsible for operating the Fuel Tank in a safe and responsible manner.
4. **Rent and Payment Terms.**
 - a. **Rent.** Tenant shall pay annual rent to Landlord in the amount of Seven Thousand Two Hundred and 00/100 Dollars (\$7,200.00) for the use of the Premises ("Rent"). Such Rent shall be inclusive of any and all applicable federal, state and local taxes for which Landlord may be liable as a result of this Lease. Rent shall be adjusted every twenty four (24) months based on the increase or decrease in the cumulative Average Annual U.S. Consumer Price Index, or its successor report issued by the federal government over the preceding two calendar years of reporting.

- b. **Payment Terms.** Tenant shall pay Rent for the first twelve (12) months of the Term in the amount of \$7,200.00 within ten (10) business days after the Effective Date. Thereafter, Rent shall be paid on a monthly basis, in advance of the 1st day of each month, and shall not be considered delinquent if received by the tenth (10th) day of the month. Tenant agrees to pay a late charge of five percent (5%) as additional Rent for each payment due hereunder that is more than ten (10) days delinquent. The Parties represent that in entering into this Lease, they have bargained at arm's length, that the Rent is set at a fair market value taking into account the geographic location and facts and circumstances of the market and that this Lease is entered into in furtherance of the purpose operating an air ambulance service.
5. **Utilities.** Landlord shall make electrical service sufficient to operate the Fuel Tank and security lighting available to Tenant and the cost of such electrical service is included in the Rent. Tenant shall have the right to connect the Premises to the electrical service panel located on the Land.
6. **Condition of the Premises.** Prior to the installation of the Fuel Tank, Landlord and Tenant will complete a physical inspection of the Premises and complete the Pre-Use Inspection agreement in the form attached hereto as Exhibit B. Within thirty (30) days after Tenant has completed its removal obligations set forth in Section 8(b) below, Landlord and Tenant will complete a physical inspection of the Premises and complete the Post-Use Inspection agreement in the form attached hereto as Exhibit B.
7. **Repairs and Maintenance.** Tenant shall maintain the Premises and the Fuel Tank in a safe and clean condition, including appropriate fire prevention measures, free from waste or nuisance, and impediments to traffic.
8. **Alterations and Improvements.**
- a. **Tenant Improvements.** Tenant shall be responsible, at its sole cost and expense, for installing the Fuel Tank. Tenant may install bollards, security fencing, install a grounding rod, overhead power conduit (if required), install bonding wire, and install service lighting without obtaining additional consent from Landlord. Tenant will notify Landlord one week prior to planned construction activities. Tenant may make additional alterations to the Premises with Landlord's prior written consent, which shall not be unreasonably withheld.
- b. **Removal and Restoration by Tenant.** All alterations and improvements made by Tenant shall remain Tenant's property for the Term, and shall be promptly removed by Tenant upon the termination or expiration of this Lease unless otherwise agreed to by Landlord and Tenant. Such removal shall include the removal of all electrical circuits, conduit, area lights, bollards, concrete slabs installed by Tenant, and footings. Tenant shall not be responsible for any additional subsurface, grading, or asphalt patching work. Tenant shall be responsible for all environmental recovery, restoration, and cleanup costs and fees related to the storage of fuel or any release thereof.
9. **Common Areas.** Tenant shall have the right, during the term of this Lease, to use in common with Landlord and each Party's employees, and invitees, (i) all common walks and drives within and around the Land and for access to the Premises, and (ii) the pilot's lounge.
10. **Warranties of Title and Quiet Enjoyment.** Landlord warrants that it has full right to make this Lease subject to the terms of this Lease. Tenant shall have quiet and peaceable possession of the Premises during the Term as against the acts of any parties claiming title to, or a right to possession of, the Premises.
11. **Assignment and Subletting.** Landlord's rights to assign this Lease are and shall remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this Lease for any time prior to the date of assignment. Tenant shall not assign this Lease or sublet the Premises, whether by voluntary act, operation of law or otherwise, without the prior written consent of Landlord, which shall not be unreasonably withheld;

provided, however, that Tenant may, without the prior consent of the Landlord, assign all of its rights under this Lease to (i) a parent, subsidiary, or affiliate, (ii) a purchaser of all or substantially all assets related to this Lease, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Tenant is participating. Any permitted assignee shall assume all obligations of its assignor under this Lease.

12. Fire or Other Casualty. If the Premises is destroyed or rendered untenantable for Tenant's accustomed use by fire or other casualty, this Lease shall terminate immediately, and any prepayment of Rent shall be refunded pro rata to Tenant by Landlord. The indemnity provisions specified in other sections shall survive such termination. No termination pursuant to this section shall be deemed to have relieved Tenant of its insurance obligations during the Term.

13. Insurance.

- a. **Tenant's Obligations.** For the duration of this Lease, Tenant shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.
- b. **Waiver of Subrogation.** Landlord and Tenant mutually waive, as against one another, all rights of recovery for damage sustained by either caused by the other to the extent that the damage is compensated for by insurance maintained by the damaged party, and Landlord and Tenant agree that no party shall have any claim against the other by way of subrogation or assignment. Landlord and Tenant, to the extent possible, shall obtain policy provisions from their insurers allowing for this waiver.

14. Indemnification. Tenant shall defend, indemnify, and hold harmless Landlord, its officials, officers, agents, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs, arising out of, resulting from, or in connection with, the performance of this agreement by Tenant, or Tenant's agents, officers, or employees. Tenant's obligation to defend, indemnify, and hold Landlord, its officials, officers, agents, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Tenant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Tenant, its agents, officers, or employees, or any persons or entities directly or indirectly employed or hired by any of them, or anyone for whose acts or omissions any of them may be liable. Tenant's obligation to defend, indemnify, and hold Landlord, its officials, officers, agents, employees, or volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, and requirement in their agreement for Tenant to procure and maintain insurance.

15. Intentionally Omitted.

16. Surrender. Except as otherwise set forth herein, upon expiration of the Term or upon earlier termination, Tenant shall return the Premises in the same repair and condition as when this Lease commenced, reasonable wear and tear excepted. Tenant, at its own cost and expense, shall remove all personal property from the Premises.

17. Holding Over. In the event Tenant remains in possession of the Premises beyond the Term, Landlord may take legal action to remove Tenant. If Landlord accepts a Rent payment for a period of time beyond the Term, or otherwise acknowledges the tenancy, Tenant shall be deemed a Tenant from month-to-month, and shall pay Rent at the rate established by this Lease. Any month-to-month tenancy is subject to the conditions, provisions, and obligations of this Lease.

18. Default by Tenant.

- a. **Events of Default.** The following are events of default under and a breach of this Lease:

- i. Any failure by Tenant to pay any undisputed Rent due hereunder, after ten (10) business days written notice to Tenant of any non-received payment;
- ii. Any failure of Tenant to perform pursuant to the Lease for more than thirty (30) days after written notice from Landlord of such failure, provided, however, such failure shall not constitute an event of default if such failure is not susceptible of being cured within thirty (30) days and Tenant diligently pursues such cure to completion; or
- iii. If Tenant shall become insolvent, make an assignment for the benefit of its creditors, file a voluntary bankruptcy proceeding, be subjected to an involuntary bankruptcy proceeding, or if a receiver is appointed for Tenant.

b. **Landlord's Remedies.** In the event that Tenant defaults under the terms of this Lease, Landlord shall have the right to enter and take possession of the Premises and has an affirmative duty to mitigate by re-letting the same upon such terms as Landlord deems prudent, for the account of the Tenant. Tenant shall be liable to Landlord for any Rent due and owing for the remaining portion of the Term, less the net rent received from other parties for the use of said Premises.

19. Default by Landlord. In the event that Landlord defaults under the terms of this Lease, Tenant shall give Landlord written notice specifying the nature of the default and Landlord shall have thirty (30) days after receipt of such notice to cure said default. Any default by Landlord which shall continue uncured shall give Tenant the right to terminate the Lease immediately, in addition to all available rights or remedies in law or in equity.

20. No Partnership, Joint Venture or Principal/Agent Relationship. Nothing in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Parties.

21. Cumulative Rights. No right or remedy provided under this Lease is intended to be exclusive of any other right or remedy hereof provided by law or equity. Each right and remedy shall be cumulative and in addition to every other right or remedy provided under this Lease.

22. Subordination. This Lease shall be subordinate to any mortgage, trust, deed or other security instrument now or hereafter placed on the Premises by Landlord. Tenant shall execute and deliver to Landlord all instruments necessary to evidence such subordination.

23. FAA Required Provisions.

a. **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, Landlord 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.

- b. **Airport Protection** It shall be a condition of this Lease, that the Landlord 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 Tenant 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. Tenant shall not unreasonably restrict the movement of ground taxiing aircraft or common movement or non-movement areas.
- c. **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 Landlord 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 Landlord, 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 Landlord pertaining to the airport.
- d. **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 Landlord herein reserves the right to grant similar privileges to another tenant or other tenants on other parts of the airport.

24. Miscellaneous.

- a. **Notice.** Notice required by this Lease shall be sufficient if in writing and personally delivered or mailed via U.S.P.S., first class and postage prepaid to:

In the case of Landlord:
 Inyo County
 168 N. Edwards Street
 PO Drawer Q
 Independence, CA 93526
 Attn: _____

In the case of Tenant:
 Air Methods Corporation
 5500 S. Quebec St., Ste. 300
 Greenwood Village, CO 80111
 Attention: Vice President, PacWest Region,
 with a copy to:
 Attention: Legal Dept.

- b. **Successors and Assigns.** This Lease shall extend to and be binding upon the Parties to this Lease and their respective assigns, executors, heirs, personal representatives, and successors.
- c. **Amendment.** No amendment of this Lease shall be valid unless it is in writing, specifies the nature and extent of the amendment, and is signed by the Parties.
- d. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease, unless to do so would materially and substantially impair the rights or duties of the Parties.
- e. **Entire Agreement.** This Lease contains the entire understanding of, and supersedes all prior agreements and understandings between, the Parties with respect to the subject matter of the Lease.

- f. **Counterparts; Facsimile or Electronic Signature.** This Lease may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this Lease may be delivered by .pdf or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.
- g. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they refer.
- h. **Waiver.** Any waiver by any Party of default of any other Party to this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the Parties which varies from the terms of this Lease shall be a waiver of any Party's right to demand exact compliance with the terms of this Lease. A waiver will only be effective when signed by the Party against which it is used.
- i. **Governing Law.** This Lease shall be governed, construed and enforced in accordance with the laws in the State of California.
- j. **Environmental Assessment and Remediation.** At the expiration or termination of this Lease the Landlord may require the Tenant furnish to the Landlord an environmental assessment report on the parcel conducted in accordance with the laws codes and regulations in effect at that time. The cost of the environmental assessment will be the responsibility of the Landlord. The costs of remediation, if any is required by law, shall be the responsibility the Tenant.
- k. **Fuel Spill Reporting.** The Tenant must notify Landlord of any fuel spill exceeding five gallons. Tenant must maintain, on site, to adequately contain and absorb potential fuel spills.
- l. **Hazardous Waste.** No toxic materials or hazardous waste subject to regulation by the EPA or CA Environment Department shall be stored or disposed of on the Airport without the written permission of Landlord.
- m. **Automobiles and Other Vehicles.** The Landlord reserves the exclusive right to control, by security gate, uniform driving regulations, or otherwise, all vehicular ingress and egress to, and operations on, the aircraft operating areas including but not limited to all taxiways, runways and ramp areas on the Airport.
- n. **Air Methods signs** - Tenant must obtain Landlord consent to paint or construct any exterior signs. Tenant further agrees that upon vacating the Facilities, Tenant will restore exterior signs to same condition as received at time of occupancy. The Tenant shall be responsible for all cost and expense of maintaining its signs as permitted hereby. Tenant shall not erect, paint or maintain any temporary signs or advertising displays, such as banners, balloons, flashing sign boards, and/or any similar visual devices whatsoever.
- o. **Force majeure.** Neither the Landlord nor the Tenant shall be deemed to be in breach of the lease by reason of failure to perform any of its obligations here under if, while and to the extent that such failure is due to embargoes, strikes, shortages of materials, acts of God, acts of a public enemy, acts of a superior government authority, rebellion or any other condition or circumstances, which is beyond the control of Tenant or the Landlord or which could not be prevented or remedied by reasonable effort and at reasonable expense.
- p. **Operational Reports.** Tenant agrees to submit to the Landlord, upon request by the Landlord any report or reports or information regarding Tenant's operations at the Airport. The Landlord agrees to receive from Tenant, upon request by Tenant, any reports the Tenant deems appropriate for the

purpose of keeping the Landlord informed of any operational problems and of any suggested improvements at the Airport.

IN WITNESS WHEREOF, the undersigned Parties have executed this Lease on the date set forth below.

Air Methods Corporation

Inyo County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Mercy Air Fuel Bowser Location



EXHIBIT B

Agreement No: _____

PRE-USE INSPECTION: Description or photos or condition immediately prior the Lessee's occupancy.

Owner/Lessor: Inyo County Lone Pine Airport

Lessee: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

POST-USE INSPECTION: Description of photos or condition immediately following the Lessee's occupancy.

TOTAL AMOUNT DUE \$ _____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'.

REMARKS:

Owner/Lessor: Inyo County Lone Pine Airport

Lessee: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT C

Tenant 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 activities and/or goods stored related to a lease of space at an Inyo County Airport property, and shall include agents, representatives, employees or subcontractors of the Tenant. 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:

1. **Aviation Liability Insurance:** on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$2,000,000 per occurrence, including owned and non-owned aircraft coverage. 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 any auto (Code 1), or if Tenant 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:** 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:** applicable to underground or above ground fuel storage tanks, onsite 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. This policy shall include coverage for bodily injury, property damage and clean-up costs, including civil fines and penalties for both bodily injury or property damage.
5. **Property Insurance:** Tenant shall maintain not less than \$1,000,000 Fire Legal liability on all real property being leased, including improvements and betterments owned by Inyo County, and shall name Inyo County as a loss payee. Tenant 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 shall name Inyo County as an additional insured.

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

OTHER INSURANCE PROVISIONS

The 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 Tenant 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 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 Tenant'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 Tenant insurance and shall not contribute with it.
3. Each insurance policy required shall provide that coverage shall not be canceled, except with 30 day notice to Inyo County and except for 10 days of non-payment.

The Automobile Liability policy shall be endorsed for broadened auto pollution endorsement CA9928.

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.

Verification of Coverage

Tenant 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 Endorsement Page of the general liability policy listing all policy endorsements to Inyo County before lease begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Tenant 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

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

Tenant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Tenant 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

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Michael Errante

SUBJECT: Authorization for the Public Works Director to sign various FAA grants

RECOMMENDED ACTION:

Request Board authorize the Public Works Director to sign the Federal Aviation Administration (FAA) Airport Coronavirus Response Grant Program (ACRGP) grants for the Bishop Airport and Lone Pine/Death Valley Airport.

SUMMARY/JUSTIFICATION:

The Coronavirus Response and Relief Supplemental Appropriations Act was signed into law on December 27, 2020. This Act includes \$2 billion for economic relief to eligible airports to prevent, prepare for and respond to the COVID-19 pandemic. Inyo County has received two grant offers through this funding:

- Bishop Airport: \$13,000
- Lone Pine Airport: \$9,000

BACKGROUND/HISTORY OF BOARD ACTIONS:

5.19.20 Request Board accept the CARES Grant funding for the Bishop Airport, Lone Pine/Death Valley Airport and Independence Airport

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize the Public Works Director to sign the grants. The two grant offers that have been received could be signed by the Board chair, or could not be accepted by the County. This is not recommended, as revenues at the two airports have been impacted by the pandemic, and these grants will be beneficial.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The ACRGP grant revenues will be used for existing airport operating expenses. Bishop Airport Budget 150100

and Lone Pine Airport Budget 150500.

ATTACHMENTS:

1. BIH-WPG-3-06-0024-026-2021-Grant Agreement - unsigned
2. O26-WPG-3-06-0126-016-2021-Grant Agreement - unsigned

APPROVALS:

Ashley Helms	Created/Initiated - 3/29/2021
Darcy Ellis	Approved - 3/29/2021
Breanne Nelums	Approved - 3/30/2021
Michael Errante	Approved - 3/30/2021
Marshall Rudolph	Approved - 3/31/2021
Amy Shepherd	Approved - 3/31/2021
Michael Errante	Final Approval - 3/31/2021



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA LAX ADO
777 S. Aviation Boulevard
Suite 150
El Segundo, CA 90245

CRRSA Transmittal Letter

March 26, 2021

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

Dear Mr. Errante:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-06-0024-026-2021 for Bishop Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 24, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.

- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Cathryn G. Cason
Cathryn G. Cason (Mar 26, 2021 18:19 PDT)

Cathryn G. Cason
Manager
Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 26, 2021 _____

Airport/Planning Area Bishop Airport _____

ACRGP Grant Number 3-06-0024-026-2021 _____

Unique Entity Identifier 008909830 _____

TO: County of Inyo _____

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Bishop Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Bishop Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Bishop incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt

service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000.00, allocated as follows:
 - \$13,000.00 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **April 24, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
 16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
 17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -


4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 26, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Cathryn G. Cason (Mar 26, 2021 18:19 PDT)
(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

County of Inyo

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or “the Act”), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Inyo**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 24, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

FAA LAX ADO
777 S. Aviation Boulevard
Suite 150
El Segundo, CA 90245

CRRSA Transmittal Letter

March 26, 2021

Michael Errante
Public Works Director
County of Inyo
168 N. Edwards Street
P.O. Drawer Q
Independence, CA 93526

Dear Mr. Errante:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-06-0126-016-2021 for Lone Pine/Death Valley Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 24, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.


- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,


Cathryn G. Cason (Mar 26, 2021 17:56 PDT)

Cathryn G. Cason
Manager
Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 26, 2021 _____

Airport/Planning Area Lone Pine/Death Valley Airport _____

ACRGP Grant Number 3-06-0126-016-2021 _____

Unique Entity Identifier 008909830 _____

TO: County of Inyo _____

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Lone Pine/Death Valley Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Lone Pine/Death Valley Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Lone Pine/Death Valley

incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,000.00, allocated as follows:
 - \$9,000.00 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **April 24, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
 13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
 14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
 15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
 16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
 17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

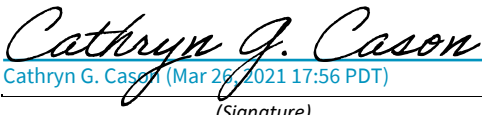
4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 26, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Cathryn G. Cason (Mar 26, 2021 17:56 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Offi

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

County of Inyo

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or “the Act”), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **County of Inyo**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 24, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Sally Faircloth

SUBJECT: Purchasing Two Storage Containers for Road Department for the 20/21 Fiscal Year

RECOMMENDED ACTION:

Request Board: A) declare Conexwest of San Francisco, CA the successful bidder for storage containers per Bid No. 2021-04; and B) authorize the purchase of two (2) storage containers from Conexwest of San Francisco, CA in an amount not to exceed \$13,549.48.

SUMMARY/JUSTIFICATION:

Public Works - Road Department solicited bids from suppliers for two (2) storage containers needed for departmental storage. Although, the two (2) containers will be utilized by the Road Department, they will be loaned out for a few months to assist in facilitating with the move into the new county consolidated building.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended, as the purchase of the storage containers will greatly assist the county. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would create a delay and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funding for the two (2) storage containers to be used by the Road Department will be paid from the Road Department Budget 034600, Object Code 5650 Equipment.

ATTACHMENTS:

1. Bid 2021-04 Tabulation - Storage Containers
2. Conexwest Bid

3. Storage Container Spec Sheet

APPROVALS:

Darcy Ellis	Created/Initiated - 3/31/2021
Sally Faircloth	Approved - 3/31/2021
Breanne Nelums	Approved - 3/31/2021
Chris Cash	Approved - 3/31/2021
Marshall Rudolph	Approved - 3/31/2021
Amy Shepherd	Approved - 3/31/2021
Michael Errante	Final Approval - 3/31/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2021-04 Storage Containers

Bid Opening Date: 03/15/2021

Location: County Admin Center

	BIDDER NAME	Bid Total
1.	Conexwest	\$13,549.48
2.	Park Place, Inc / High Sierra Containers	Disqualified
3.	Mobile Modular Portable Storage	Disqualified
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: Denelle Carrington

Present: Hayley Carter





ADMINISTRATOR'S OFFICE
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0292 • FAX (760) 878-0456
CLINT QUILTER, COUNTY ADMINISTRATIVE OFFICER
e-mail: cquilter@inyocounty.us



DATE: February 25, 2021
TO: Prospective Vendor
FROM: Denelle Carrington, Inyo County Purchasing Department
RE: Bid No. 2021-04 – Two (2) 8' x 40' Tan Standard Storage Containers
DUE DATE: Monday, March 15, 2021 by 3:00 p.m. (PST)

Please find enclosed a bid packet for your review. If your company would like to participate, please complete the enclosed Instructions & Conditions form and return via mail by the specified date. No faxes or emails will be accepted.

For questions about the bidding process, please contact Denelle Carrington at dcarrington@inyocounty.us

For questions about the specifications, please contact Sally Faircloth at sfaircloth@inyocounty.us

After the Board of Supervisors awards bid, vendor will be notified of successful bid by mail or email if provided.

COUNTY OF INYO OFFICE OF PUBLIC WORKS - ROAD DEPARTMENT (760) 878-0202

MATERIAL OR SERVICES
TO BE DELIVERED TO:

TWO (2) CONTAINERS TO BE DELIVERED TO:
 INYO COUNTY CONSOLIDATED OFFICE BUILDING
 1360 N. MAIN STREET
 BISHOP, CA 93514

BILLING ADDRESS;

INYO COUNTY OFFICE OF PUBLIC WORKS - ROAD DEPARTMENT
 P.O. BOX Q
 INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
 COUNTY ADMINISTRATIVE CENTER
 P.O. DRAWER N
 224 NORTH EDWARDS STREET
 INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, March 15, 2021 TIME: 3:00 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
 MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
 IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
 Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.

- 12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT San Francisco, CA (CITY & STATE)

March 8, 2021

CASH DISCOUNT TERMS _____

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Conexwest

NAME OF COMPANY REPRESENTATIVE (PRINTED) Lina Kashchyna

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 800 Avenu H

CITY AND STATE San Francisco, CA

PHONE NUMBER (415) 870-4797

FAX NUMBER _____

Two (2) – 8' x 40' – tan standard storage containers, with delivery, to Bishop, California:

- Dimensions – 40 feet long x 8 feet wide x 8 feet, 6 inches high
- Used storage/shipping containers
- No interior or exterior damage "Grade A" freshly painted
- Must be water tight and air tight
- Painted tan in color
- Two factory cargo doors at one end
- No other modifications
- Total price must include local sales tax and delivery charge to Bishop, CA 93514

Indicate any exceptions to quote.

For questions regarding specifications, please contact Sally Faircloth at sfaircloth@inyocounty.us.

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	\$11,090
Sales Tax (7.75%)	\$859.48
Shipping Charge	\$1,600
Total	\$13,549.48

Delivery will be made in 21 days after receipt of order.

Bid prices will remain valid and in effect through March, 15

Indicate any exception to the bid:



This bid was received on 3/10
20 21
ATTEST: Clint Quilter, Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

FedEx® Express

Extremely Urgent

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INVO CO ADMINISTRATOR
CLERK OF THE BOARD
RECEIVED
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ORIGIN ID: JEMH (415) 8
EUGENE KRAVEL
CONEX WEST H
800 AVENUE H
SAN FRANCISCO, CA 94130
UNITED STATES US

SHIP DATE: 09MAR21
ACTWT: 0.15 LB
CAD: 6991380/SSFO2121
BILL THIRD PARTY

TO INYO COUNTY BOARD OF CLERK
PO DRAWER N
224 NORTH EDWARDS ST
INDEPENDENCE CA 93526

(000) 000-0000

REF:

DEPT:

DEPT:



AN1661101211121

TRK# 7845 1630 6674
0201

FRI - 12 MAR 4:30P
EXPRESS SAVER

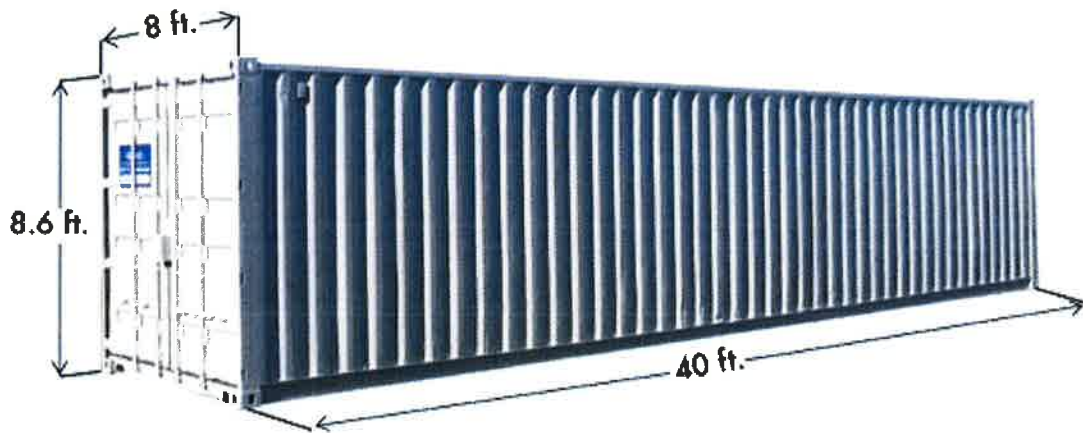
CM BIHA

93526
CA-US ONT



Part # 156299423665725795P 11/21

Insert shipping document here.



40 ft. Standard Container Dimensions

Approximate interior dimensions: 39' X 7'8" X 7'9"

Payload: 60,350 lbs. Tare weight: 8,377 lbs.

Cubic capacity: 2,376 cu. ft.



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: OFFICE OF THE SHERIFF

SUBJECT: Declare Dooley Enterprises, Inc. as Sole Source and approve purchase of ammunition.

RECOMMENDED ACTION:

Request Board: A) declare Dooley's Enterprises, Inc. of Anaheim, CA a sole-source provider of ammunition; and B) authorize the issuance of a purchase order in an amount not to exceed \$24,500 payable to Dooley's Enterprises, Inc. of Anaheim, CA for ammunition.

SUMMARY/JUSTIFICATION:

The Sheriff's Office is requesting to purchase ammunition for use in all weapons belonging to the Sheriff's Office. Ammunition is an essential part of our daily operation and annual training. This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County. The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (for which we are a part of), Alaska, Nevada, Oregon and Washington. It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester won the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this purchase. This action would cause the department to delay training until such a time that we can provide ammunition to our employees. It is imperative to keep up with our training policies and that of the State. Without continued training and skill development, our staff cannot perform to the best of their ability, leaving them and the County at greater risk.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
Purchasing Agent
County Counsel

Dooley Enterprises, Inc.

FINANCING:

Funding is available in the Sheriff General Budget 022700, Personal and Safety Equipment Object Code 5112. This purchase will be reimbursed with COPS funding, no general fund.

ATTACHMENTS:

1. Dooley's Quote
2. Dooley's Sole Source Memo

APPROVALS:

Riannah Reade	Created/Initiated - 3/3/2021
Darcy Ellis	Approved - 3/3/2021
Riannah Reade	Approved - 3/3/2021
Amy Shepherd	Approved - 3/3/2021
Marshall Rudolph	Approved - 3/3/2021
Jeffrey Hollowell	Final Approval - 3/3/2021

QUOTE #: 014336
 DE # 000057 B 0040

Price Quote

QUOTE DATE:
 12/30/2020

To: INYO COUNTY SHERIFF'S DEPT.



CPT MIKE DURBIN

550 S. CLAY STREET

INDEPENDENCE, CA 93526

PHONE: (760) 873-6441 FAX: (760) 878-0389

Here are the requested prices:

PRICES ARE PER THOUSAND

QUANTITY	SYMBOL	DESCRIPTION	PRICE	EXTENSION
			\$0.00	\$0.00
1.000	Q4206	380 Auto 95gr. Full Metal Jacket	\$249.00	\$249.00
1.000	RA380T	380 Auto 95gr. Ranger T-Series JHP	\$369.00	\$369.00
36.000	USA9MM	9mm 124gr. Full Metal Jacket	\$198.00	\$7,128.00
2.000	RA9124TP	9mm 124gr. Ranger T-Series JHP +P	\$318.00	\$636.00
3.000	USA40SW	40 S&W 165gr. Full Metal Jacket - Flat Nose	\$259.00	\$777.00
26.000	USA223R1KY	223 55gr. Full Metal Jacket	\$354.00	\$9,204.00
4.000	RA223RY	223 55gr Ranger Pointed Soft Point	\$534.00	\$2,136.00
1.000	XB1200	12ga. 2 3/4" 9PLT 00 Buck Super-X® Buckshot	\$507.00	\$507.00
1.000	X12RS15	12ga. 2 3/4" 1oz. Super-X® Rifled Slugs	\$515.00	\$515.00
1.000	Q4170	45 Auto 230gr. Full Metal Jacket	\$295.00	\$295.00
1.000	RA45T	45 Auto 230gr. Ranger T-Series JHP	\$397.00	\$397.00

NOTES:

MIKE,
 HERE IS THE PRICE QUOTE YOU
 REQUESTED WITH SHIPPING COST. LET
 ME KNOW IF YOU HAVE ANY QUESTIONS.
 DANIELA

SUBTOTAL: \$22,213.00

TAX RATE: 7.750% TAX*: \$1,721.51

SHIPPING: \$499.92

TOTAL: \$24,434.43

*IF YOU ARE IN CALIFORNIA OR WASHINGTON STATE, PLEASE ADD SALES TAX

*****FOR DROPSHIPS MINIMUM ORDER 5 FULL CASES*****



"A Professional Service Agency"

Memorandum

To: Board of Supervisors
From: Riannah Reade
CC: CAO, Auditor, Sheriff
Date: March 3, 2021
Re: Sole source justification for Dooley Enterprises

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

Other brands/manufacturers considered

The Sheriff's Department uses Winchester Ammunition and Dooley is the only authorized distributor in the Southern California area (of which we are a part of). It is not desirable to use different brands of ammunition in weapons. We use Winchester because we are a small agency and do not have the funds needed to test and evaluate ammunition. The FBI does test and evaluate ammo, the results from their T&E program deemed Winchester ammo the best all-around ammunition for Law Enforcement use. Winchester was awarded the FBI contract to supply them with ammunition. That was based on cost, reliability and performance.

Other suppliers considered

Other

Enclosures:



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Jared Sparks

SUBJECT: Approval of purchase of hand-held two-way radios

RECOMMENDED ACTION:

Request Board: A) declare Mobile Relay Associates of Paramount, CA the successful bidder for seventy-eight (78) Kenwood NX5300K3 portable radios per Bid No. 2021-02; and B) authorize the purchase of seventy-eight (78) Kenwood NX5300K3 portable two-way radios from Mobile Relay Associates of Paramount, CA in an amount not to exceed \$45,929.00.

SUMMARY/JUSTIFICATION:

The Sheriff's Office received a grant from the California Governor's Office of Emergency Services (CAL OES) for the purchase of handheld two-way radios to enhance operational communication in the amount of \$45,929.00.

The Sheriff's Office has not replaced our handheld two-way radios in about 10 years which far exceeds their service life.

The project was put out to bid with specs for radios that will work with the County's radio system mentioning the most amount of radios we could get for the grant amount.

Mobile Relay Associates of Paramount, CA, who is also the County's exclusive two-way radio service provider, came in with the largest quantity of radios for the grant amount and lowest price per radio.

The Sheriff's Office is requesting the Board declare Mobile Relay Associates the successful bidder for seventy-eight (78) Kenwood NX5300K3 portable radios per Bid No. 2021-02; and B) authorize the purchase of seventy-eight (78) Kenwood NX5300K3 portable radios from Mobile Relay Associates of Paramount, CA in an amount not to exceed \$45,929.00.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to award the bid and authorize the purchase and have the Sheriff's Office continue using their current handheld radios. This option is not recommended as the grant funding has already been secured and the replacement will not incur an actual cost to the county. Additionally if the grant funds are not

spent, they will have to be returned to the state.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditors Office
County Counsel
Personnel

FINANCING:

This purchase will be made from the Homeland Security Budget (623718) in the Office & Other Equipment object code (5232).

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Mobile Relay Associates Bid

APPROVALS:

Jared Sparks	Created/Initiated - 3/29/2021
Darcy Ellis	Approved - 3/29/2021
Jared Sparks	Approved - 3/29/2021
Sue Dishion	Approved - 3/29/2021
Marshall Rudolph	Approved - 3/29/2021
Amy Shepherd	Approved - 3/29/2021
Denelle Carrington	Approved - 3/30/2021
Jeffrey Hollowell	Final Approval - 3/30/2021

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2021-02

Bid Opening Date: 3/4/21

Location: County Admin Center

	BIDDER NAME	Bid Total
1.	Tortoise Communications	60 radios / \$45,475.70
2.	Mobile Relay Assoc.	78 radios / \$45,928.07
3.	Nielsen's Equipment	71 radios / \$45,772.21
4.	Bear reese Communications	72 radios / \$45,886.24
5.		
6.		
7.		
8.		
9.		
10.		

Opened By: Darcy Ellis

Present: Denelle Carrington



Cal eProcure has been updated for a better user experience. For more information on the new look and feel, click here (https://www.dgs.ca.gov/PD/News/Page-Content/Procurement-Division-News-List-Folder/Cal-eProcure-Update).

California is responding to the spread of a respiratory illness caused by a coronavirus (COVID-19), as such FI\$Cal Service Center analysts are working remotely. You can still reach us directly (Toll Free 8am-5pm PST) 1-855-421-6355 or email vendors@fiscal.ca.gov (mailto:vendors@fiscal.ca.gov). Please review our Contact (https://caleprocure.ca.gov/pages/contact.aspx) page for all contact options.

Certification Profile

State of California Certification



Certification ID: 42308

Legal Business Name

Mobile Relay Associates, LLC

Doing Business As (DBA) Name1

Raycom

Doing Business As (DBA) Name2

Address

15330 VERMONT AVE

PARAMOUNT

CA 90723

Email:

markvalera@mra-raycom.com (mailto:markvalera@mra-raycom.com)

Office Phone Number

323/636-5202

Total Number of Employees

18

Business Fax Number

Business Types

Non-Manufacturer , Service

Business Web Address

()

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type

Status

From

To

Certification Profile

Certification Type	Status	From	To
SB(Micro)	Approved	01/20/2020	01/31/2022
SB-PW	Approved	01/20/2020	01/31/2022

Certification History

?

Certification Type	Application Date	Status	Status Date/Time	From	To
SB(Micro)	12/19/2019	Cancelled	01/16/20 12:44PM		
SB-PW	12/19/2019	Cancelled	01/16/20 12:45PM		
SB(Micro)	11/30/2017	Expired	12/01/19 12:45AM	11/30/2017	11/30/2019
SB(Micro)	11/28/2017	Cancelled	11/30/17 12:18PM		
SB(Micro)	11/06/2013	Expired	09/19/17 2:17PM	11/14/2013	11/30/2017

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ADMINISTRATOR'S OFFICE COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
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CLINT QUILTER, COUNTY ADMINISTRATIVE OFFICER
e-mail: cquilter@inyocounty.us



DATE: February 11, 2021
TO: Prospective Vendor
FROM: Denelle Carrington, Inyo County Purchasing Department
RE: Bid No. 2021-02-Portable/Handheld Two-Way Radio
DUE DATE: Thursday, March 04, 2021 by 3:30 p.m. (PST)

Please find enclosed a bid packet for your review. If your company would like to participate, please complete the enclosed Instructions & Conditions form and return in the enclosed envelope by the specified date. No faxes or emails will be accepted.

For questions about the bidding process, please contact Denelle Carrington at dcarrington@inyocounty.us

For questions about the specifications, please contact Jared Sparks at jsparks@inyocounty.us

After the Board of Supervisors awards bid, vendor will be notified of successful bid by mail or email if provided.

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY - SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS;

INYO COUNTY - SHERIFF'S DEPARTMENT
P.O. BOX456
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. DRAWER N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BD OPENING: DATE: Thursday, March 4, 2021 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS/HER BID:

DATED AT Paramount, CA (CITY & STATE)

2/17/2021

CASH DISCOUNT TERMS 0 discount/ net 30 days

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Mobile Relay Associates dba Raycom

NAME OF COMPANY REPRESENTATIVE (PRINTED) Joyce Barishman

COMPANY REPRESENTATIVE SIGNATURE *Joyce Barishman*

STREET ADDRESS 15330 Vermont Avenue

CITY AND STATE Paramount, CA 90723

PHONE NUMBER 562-531-4640

FAX NUMBER 562-408-1892

Portable/Handheld Two-Way Radios - must include the following features:

- UHF 450-512 band
- Full Keypad
- 5 Watt
- Capable of NXDN conventional type C trunking
- Built-in 56 Bit DES and optional 256-bit AES encryption
- Built-in GPS Receiver/Antenna
- microSD/microSDHS Memory Card Slot
- Color Transflective TFT Display

Radio only - no accessories needed

Budget= \$45,929 - need as many radios as the budget will allow

For questions regarding specifications, please contact Jared Sparks at (760) 878-0370.

The County has the right to alter quantities to meet the budget restrictions, especially if allocation comes in lower than anticipated.

New Product Only- No refurbished models will be accepted

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Equal	# of Radios	<u>78</u>
	Subtotal	<u>\$42,624.66</u>
	Sales Tax (7.75%)	<u>\$3303.41</u>
	Shipping Charge	<u> </u>
	Total	<u>\$45,928.07</u>

Delivery will be made in 30 to 60 ___ days after receipt of order.

Bid prices will remain valid and in effect through 90 days

Indicate any exception to the bid:



This bid was received on Feb. 25, 2021
20 1:02 p.m.
 ATTEST: Clint Gullter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

Relay Associates
Vermont Avenue
Mount, CA 90723



INYO COUNTY BOARD CLERK
P.O. DRAWER N
224 N. EDWARDS STREET
INDEPENDENCE, CA 93526

BID NO. 2021-02

RECEIVED
21 FEB 25 PM 1:02

INYO CO ADMINISTRATOR
CLERK OF THE BOARD



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Jared Sparks

SUBJECT: Waive the Motor Pool policy to allow Sheriff's Office to do an RFP for a Jeep Rubicon.

RECOMMENDED ACTION:

Request Board waive the Motor Pool Policy that vendors must have the ability to have all warranty work performed within 100 miles of Bishop and allow the Sheriff's Office to do an RFP to purchase a Jeep Rubicon for the OHV program.

SUMMARY/JUSTIFICATION:

The Sheriff's Office applied for a grant from the State Parks for the OHV program in which a high-clearance four-wheel drive vehicle was requested. Specifically, a Jeep Rubicon was uniquely spec'd in the grant request. At the time, there was a Jeep dealer in Bishop. The grant was approved including funding for the Jeep. However, there is no longer a Jeep dealership in Bishop. We reached out to the grant administrator to attempt to change the high-clearance vehicle to something sold locally, however, we're unable to change it. The Sheriff's Office is in a position where we can purchase the Jeep with grant funding or the County will have to return the funding to the State. Motor Pool will not allow the Sheriff's Office to proceed with an RFP for the Jeep unless Request the Board waives their policy that states, 'Inyo County Motor Pool must have the ability to have all warranty work performed within 100 miles of Bishop. As such the Sheriff's Office is requesting the Board to waive that Motor Pool policy and allow the Sheriff's Office to proceed with a RFP for the Jeep.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not waive the Motor Pool policy. The result would be the Sheriff's Office not being able to purchase the pre-funded special purpose vehicle and the County would have to return the funding to the State.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office
Personnel
Motor Pool

FINANCING:

Financing for this purchase is included in the Off Hwy Vehicle Grant 20-21 budget number 623520 Vehicles object code number 5655. The Sheriff's Office was awarded \$65,543.00 for the FY2020-2021. The grant funds awarded are specifically for the Jeep Rubicon specified in the grant request. Any unspent grant funding must be returned to the State at the end of the grant cycle. No general funds will be used for this purchase.

ATTACHMENTS:

APPROVALS:

Jared Sparks	Created/Initiated - 3/30/2021
Darcy Ellis	Approved - 3/30/2021
Jared Sparks	Approved - 3/30/2021
Marshall Rudolph	Approved - 3/30/2021
Amy Shepherd	Approved - 3/31/2021
Jeffrey Hollowell	Final Approval - 3/31/2021



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: April 6, 2021

FROM: Aaron Steinwand

SUBJECT: Owens Valley Groundwater Authority Meeting – April 8, 2021

RECOMMENDED ACTION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for April 8, 2021.

SUMMARY/JUSTIFICATION:

At the April 8, 2021 meeting, the OVGA Board will consider two potential action items. The OVGA will consider adopting a final 2021-22 annual budget in accordance with Article IV of the Joint Powers Agreement. The OVGA will also consider approving an updated Conflict of Interest Code to reflect the current Board makeup and representatives. The OVGA will discuss and review the Owens Lake Management Area geography, conditions, and jurisdictional issues as they pertain to SGMA. Staff and consultants will provide updates on the status of the GSP administrative draft, the Stakeholder Outreach Process, and OVGA current finances.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD; Lone Pine Paiute-Shoshone Tribe

FINANCING:

N/A

ATTACHMENTS:

1. Owens Valley Groundwater Authority Draft April 8 Agenda

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
Marshall Rudolph
Amy Shepherd
Aaron Steinwand

Created/Initiated - 3/25/2021
Approved - 3/25/2021
Approved - 3/30/2021
Approved - 3/30/2021
Approved - 3/31/2021
Final Approval - 3/31/2021

Owens Valley Groundwater Authority

April 8, 2021 2:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors 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 Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: **INSERT ZOOM HERE**

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the March 11, 2020 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report
7. Stakeholder engagement update.
8. Consideration of final 2021-2022 OVGA budget.
9. Approve Amendment to the Conflict of Interest Code of the OVGA
10. Discussion of Owens Lake Management Area
11. Update from Daniel B. Stephens and Associates on status of the Groundwater Sustainability Plan.

12. Discussion regarding future agenda items.
13. Adjourn.

Join the February, 2021 OVGA webinar:

DRAFT



County of Inyo



Health & Human Services - ESAAA

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Marilyn Mann

SUBJECT: Approve Eastern Sierra Area Agency on Aging (ESAAA) 2021-2022 Area Plan Update and authorize the Board Chairperson to sign two copies of the transmittal letter.

RECOMMENDED ACTION:

Recommend Board: A) approve the Eastern Sierra Area Agency on Aging 2021-2022 Area Plan Update; B) set the minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for Access category-transportation, 10% for Legal services, and 5% for In-home services; and C) authorize the Chairperson to sign two copies of the required Transmittal Letter.

SUMMARY/JUSTIFICATION:

Each year the Eastern Sierra Area Agency on Aging (ESAAA) is required to conduct an update of the Four-Year Plan previously submitted. As part of the process, a review of the minimum percentages set for the distribution of the Supportive Services (~\$100,000.00 per year) funding is conducted to establish minimum percentage funding levels for Legal, Access, and In-home services. A public hearing was held on March 24, 2021 and the ESAAA Advisory Council reviewed the Area Plan Update (APU) prepared by the Department, as well as reviewed the minimum percentage levels and the following items were noted and/or clarified:

- Clarification was requested about the various types of services that can be funded through Supportive Services and the Council informed that the department is required to provide, at a minimum, Legal, Access, and In-Home Services. Because many of the authorized In-home service options are costly to provide, resulting in lower numbers of people being served, the Department identified Telephone Reassurance, an approved service, as a way to maximize the number of people served with the limited resources available.
- Transportation/Assisted Transportation-minimum percentage of 50% was recommended as the issue of transportation/assisted transportation continued to be an identified need during the area planning needs assessment process.
- It was noted that staff from both Inyo and Mono counties work together to ensure service needs are coordinated and met through both ESAAA and other county Social Services programming.
- One member of the Advisory Council noted his gratefulness during the last year for the services provided, indicating that he even had need to for legal assistance, which was very helpful.

Following the close of the Public Hearing, the Advisory Council voted to recommend approval of the 2021-2022

APU, including maintaining the minimum percentage levels as established in the Area Plan. Both the Department and the ESAAA Advisory Council respectfully recommend your Board's approval of the attached APU for submittal to the California Department of Aging and authorize the Board Chairperson to sign two copies of the transmittal letter.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Area Plan Update as presented and request modifications prior to approval for submission.

OTHER AGENCY INVOLVEMENT:

Mono County Social Services, California Indian Legal Services, and California Department of Aging

FINANCING:

No Fiscal Impact

ATTACHMENTS:

1. Draft Area Plan Update

APPROVALS:

Marilyn Mann

Darcy Ellis

Melissa Best-Baker

Marilyn Mann

Created/Initiated - 3/24/2021

Approved - 3/24/2021

Approved - 3/29/2021

Final Approval - 3/29/2021

**EASTERN SIERRA AREA AGENCY ON AGING
(ESAAA)
for
PLANNING & SERVICE AREA (PSA) 16**

2021-2022 AREA PLAN UPDATE

*Submitted by
The Eastern Sierra Area Agency on Aging Program
of the
Inyo County Health and Human Services Department
163 May Street
Bishop, CA 93514
760 873-3305*

*Inyo County Board of Supervisors/ESAAA Governing Board Chairperson Jeff Griffiths
ESAAA Advisory Council Chairperson NAME
ESAAA Director Marilyn Mann
mmann@inyocounty.us*

**EASTERN SIERRA AREA AGENCY ON AGING (ESAAA)
AREA PLAN UPDATE FOR 2021-2022**

AREA PLAN UPDATE (APU) CHECKLIST PSA 16

Check one: FY21-22 FY 22-23 FY 23-24

Use for APUs only

AP Guidance Section	APU Components (To be attached to the APU)	Check if Included	
	➤ <i>Update/Submit A) through I) ANNUALLY:</i>		
n/a	A) Transmittal Letter- (requires <i>hard copy with original ink signatures or official signature stamp-no photocopies</i>)	<input checked="" type="checkbox"/>	
n/a	B) APU- (submit entire APU electronically only)	<input checked="" type="checkbox"/>	
2, 3, or 4	C) Estimate- of the number of lower income minority older individuals in the PSA for the coming year	<input checked="" type="checkbox"/>	
7	D) Public Hearings- that will be conducted	<input checked="" type="checkbox"/>	
n/a	E) Annual Budget	<input type="checkbox"/>	
10	F) Service Unit Plan (SUP) Objectives and LTC Ombudsman Program Outcomes	<input checked="" type="checkbox"/>	
18	G) Legal Assistance	<input checked="" type="checkbox"/>	
	➤ <i>Update/Submit the following only if there has been a CHANGE or the section was not included in the 2020-2024</i>	Mark Changed/Not Changed (C or N/C) C N/C	
5	Minimum Percentage/Adequate Proportion	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Needs Assessment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	AP Narrative Objectives:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• System-Building and Administration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• Title IIIB-Funded Programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• Title IIIB-Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• Title IIIB-Funded Program Development/Coordination (PD or C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• Title IIIC-1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• Title IIIC-2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• Title IIID	<input type="checkbox"/>	<input checked="" type="checkbox"/>
20	• Title IIIE-Family Caregiver Support Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9	• HICAP Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Disaster Preparedness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	Notice of Intent-to Provide Direct Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Request for Approval-to Provide Direct Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	Governing Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	Advisory Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21	Organizational Chart(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TRANSMITTAL LETTER

2020-2024 Four Year Area Plan/ Annual Update

Check one: FY 20-24 FY 21-22 FY 22-23 FY 23-24

AAA Name: Eastern Sierra Area Agency on Aging

PSA 16

This Area Plan is hereby submitted to the California Department of Aging for approval. The Governing Board and the Advisory Council have each had the opportunity to participate in the planning process and to review and comment on the Area Plan. The Governing Board, Advisory Council, and Area Agency Director actively support the planning and development of community-based systems of care and will ensure compliance with the assurances set forth in this Area Plan. The undersigned recognize the responsibility within each community to establish systems in order to address the care needs of older individuals and their family caregivers in this planning and service area.

1. Jeff Griffiths
(Type Name)

Signature: Governing Board Chair ¹

Date

2. Roger Rasche
(Type Name)

Signature: Advisory Council Chair

Date

3. Marilyn Mann
(Type Name)

Signature: Area Agency Director

Date

¹ Original signatures or official signature stamps are required.

SECTION 1. MISSION STATEMENT

PSA 16

The guiding mission of Health and Human Services is **Strengthening Resilience & Well-Being in Our Community** and the mission of ESAAA is

“To provide leadership in addressing issues that relate to older Californians; to develop community-based systems of care that provide services which support independence within California’s interdependent society, and which protect the quality of life of older persons and persons with functional impairments; and to promote citizen involvement in the planning and delivery of services.”

Planning and Service Area (PSA) 16, which includes the Counties of Inyo and Mono, is located at the eastern edge of California, approximately midway between the northern and southern boundaries of the state. The two-county area is a long triangle of which Mono County forms the apex and Inyo County the base. The east side of the triangle comprises about 300 miles of the California-Nevada border. Kern, San Bernardino, Fresno, Tulare and Alpine Counties share borders on the north, south and west. Total area exceeds 13,000 square miles. The total year-round population is approximately 32,483 (2019 US Census Bureau projections), but visitors and second homeowners double this at certain times of the year. The total aging population, based on the 2021 CDA Population Demographic Projections, is approximately 9,659 individuals aged 60 and older with 30% seventy-five years or older. The majority of our aging population resides in Inyo County (62% in general and 68% of those 75 or older).

Resources are targeted based upon the Older Americans Act priority populations, looking not just at age distribution but also at issues of poverty, isolation, frailty, and cultural/social isolation. Close to 12% of our population is isolated geographically with 63% of those individuals residing in the Inyo County area. Approximately 1,067 individuals are eligible for Medi Cal with approximately 840 considered low-income. The majority of these individuals, approximately 76% also reside in Inyo County. Our minority population consists primarily of Native American and LatinX community members. Our minority population comprises approximately 5% of our aging population or approximately 1,697 with approximately 120 individuals (7%) non-English speakers.

Connecting services to our most geographically isolated residents can be challenging. The PSA's area can be divided into essentially two geographic regions. The Western portion includes the Sierra Nevada Mountain range, which, with its forest, lakes, streams, and ski slopes, plays a major role in the resources and economy of the area, attracting outdoors enthusiasts for hiking, backpacking, hang gliding, snow skiing, snowboarding, fishing, camping and hunting. The Eastern two-thirds of the area is made up essentially of desert basins and mountain ranges, featuring the Death Valley National Park. Emphasizing the contrasting topography of the area is the fact that the western edge of Inyo County contains Mt. Whitney, the highest peak in the United States outside of Alaska, while the eastern region includes Death Valley, in which is found the lowest point in the western hemisphere. Most of the population of the counties is located along US Highway 395 – in Inyo County's Owens Valley along the base of the Sierra Nevada Mountains, and in the mountain communities of Mono County. Small pockets of population also are found along Highway 6 in Mono County and, in Inyo County, east of the Death Valley National Park boundary.

This expansive geographic region of over 13,000 square miles, spread out over desert and mountain terrain, coupled with the dispersed and diverse population pockets, also provides significant constraints and challenges in the delivery of services and in the development of overarching systems for services.

As part of a county health and human services agency, ESAAA service delivery in Inyo County is carefully braided into other service delivery systems; such braided funding occurs also in Mono County service delivery systems, specifically including in both counties:

- those funded through Social Services such as In-Home Supportive Services and Adult Protective Services
- those funded through Mental Health, including Mental Health Services Act

Direct services are provided by ESAAA staff in both Inyo and Mono Counties in all funded service categories, except for Elderly Nutrition Program services, Transportation, Assisted Transportation and Legal Assistance. A contract with the County of Mono allows Mono County employees to provide elderly nutrition, transportation and assisted transportation to Mono County elderly; those same services are provided in Inyo County as a direct service by ESAAA staff. A contract with California Indian Legal Services provides legal assistance in both Inyo and Mono Counties.

SECTION 3. DESCRIPTION OF THE AREA AGENCY ON AGING (AAA)

PSA 16

NA

SECTION 4. PLANNING PROCESS / ESTABLISHING PRIORITIES

NA

SECTION 5 - NEEDS ASSESSMENT

NA

SECTION 6. TARGETING

NA

SECTION 7. PUBLIC HEARINGS

At least one public hearing must be held each year of the four-year planning cycle. CCR Title 22, Article 3, Section 7302(a)(10) and Section 7308, Older Americans Act Reauthorization Act of 2016, Section 314(c)(1).

Fiscal Year	Date	Location	Number of Attendees	Presented in languages other than English?² Yes or No	Was hearing held at a Long-Term Care Facility?³ Yes or No
2020-2021	3/24/2021	Via Zoom	17	No	No
2021-2022					
2022-2023					
2023-2024					

The following must be discussed at each Public Hearing conducted during the planning cycle:

1. Summarize the outreach efforts used in seeking input into the Area Plan from institutionalized, homebound, and/or disabled older individuals.

Each facility has been provided iPads with Zoom access for use by residents for family access as well as to access other services. The LTC Ombudsman assisted in the coordination with our three LTC facilities to make virtual attendance available to interested residents through the use of the iPads. Additionally, the agency ensured that all home-delivered meal recipients and caregivers received information on how to access the meeting virtually.

2. Were proposed expenditures for Program Development (PD) or Coordination (C) discussed?

- Yes. Go to question #3
- Not applicable, PD and/or C funds are not used. Go to question #4

3. Summarize the comments received concerning proposed expenditures for PD and/or C

Not Applicable

4. Attendees were provided the opportunity to testify regarding setting minimum percentages of Title III B program funds to meet the adequate proportion of funding for Priority Services

- Yes. Go to question #5

No, Explain:

5. Summarize the comments received concerning minimum percentages of Title IIIB funds to meet the adequate proportion of funding for priority services.

The minimum percentages set during the four year planning process were reviewed at the public hearing held on March 24, 2021. Discussion regarding the current percentages set for Transportation/Assisted Transportation, In-home Services and Legal services resulted in the Advisory Council acting to recommend maintaining the current minimum percentages as set during the Area Planning process.

6. List any other issues discussed or raised at the public hearing.

One participant, an Advisory Council member, noted his gratefulness for the services provided, noting his unexpected need for legal services during the last year.

7. Note any changes to the Area Plan which were a result of input by attendees.

No Changes were recommended.

SECTION 8 - IDENTIFICATION OF PRIORITIES

PSA 16

There is no anticipated change in priorities or services identified. The identified priorities were confirmed by the governing body following the public hearing.

**TITLE III/VIA SERVICE UNIT PLAN OBJECTIVES
CCR Article 3, Section 7300(d)**

1. Personal Care (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

2. Homemaker (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

3. Chore (In-Home)

Unit of Service = 1 hour

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

4. Home-Delivered Meal**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	37,000	1	
2021-22	40,000	1	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

5. Adult Day/ Health Care (In-Home)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

6. Case Management (Access)**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

7. Assisted Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	150	1,2	
2021-22	100	1,2	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

8. Congregate Meals**Unit of Service = 1 meal**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	20,000	1,2	
2021-22	15,000	1,2	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

9. Nutrition Counseling**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	10	1	
2021-22	10	1	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

10. Transportation (Access)**Unit of Service = 1 one-way trip**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	8,500	1,2	
2021-22	8,500	1,2	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

11. Legal Assistance**Unit of Service = 1 hour**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	100	1,2	
2021-22	100	1,2	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

12. Nutrition Education**Unit of Service = 1 session per participant**

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	2,400	1	
2021-22	2,400	1	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

13. Information and Assistance (Access)

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	800	1,2,3	
2021-22	800	1,2,3	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

14. Outreach (Access)

Unit of Service = 1 contact

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (if applicable)
2020-21	-0-	-0-	
2021-22	-0-	-0-	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

15. NAPIS Service Category – “Other” Title III Services

Other Supportive Service Category

Unit of Service =1 contact

Telephone Reassurance (In-Home)

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers
2020-21	120	1	
2021-22	200	1	
2022-23	-0-	-0-	
2023-24	-0-	-0-	

16. Title IIID/ Disease Prevention & Health Promotion Unit of Service = 1 contact

Service Activities: Wellness Initiative for Senior Education (WISE)

Title IIID/ Disease Prevention and Health Promotion: Enter required program goal and objective numbers in the Title III D Service Plan Objective Table below:

Fiscal Year	Proposed Units of Service	Goal Numbers	Objective Numbers (Required)
2020-21	25	1	1.9
2021-22	5	1	1.9
2022-23	-0-	-0-	-0-
2023-24	-0-	-0-	-0-

TITLE IIIB and Title VIIA:

LONG-TERM CARE (LTC) OMBUDSMAN PROGRAM OUTCOMES

2020–2024 Four-Year Planning Cycle

Outcome 1. The problems and concerns of long-term care residents are solved through complaint resolution and other services of the Ombudsman Program. [OAA Section 712(a)(3),(5)]

Measures and Targets:

A. Complaint Resolution Rate (NORS Element CD-08) (Complaint Disposition). The average California complaint resolution rate for FY 2017-2018 was 73%.

<p>1. FY 2018-2019 Baseline Resolution Rate: Number of complaints resolved <u>81</u> + number of partially resolved complaints <u>0</u> divided by the total number of complaints received <u>88</u> = Baseline Resolution Rate <u>92</u> % FY 2020-2021 Target Resolution Rate <u>90</u> %</p>
<p>2. FY 2019-2020 Baseline Resolution Rate: Number of complaints partially or fully resolved <u>95</u> divided by the total number of complaints received <u>101</u> = Baseline Resolution Rate <u>94</u> % FY 2021-2022 Target Resolution Rate <u>90</u> %</p>
<p>3. FY 2020 - 2021 Baseline Resolution Rate: Number of complaints partially or fully resolved _____ divided by the total number of complaints received _____ = Baseline Resolution Rate _____ % FY 2022-2023 Target Resolution Rate _____ %</p>
<p>4. FY 2021-2022 Baseline Resolution Rate: Number of complaints partially or fully resolved _____ divided by the total number of complaints received _____ = Baseline Resolution Rate _____ % FY 2023-2024 Target Resolution Rate _____ %</p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

B. Work with Resident Councils (NORS Elements S-64 and S-65)

1. FY 2018-2019 Baseline: Number of Resident Council meetings attended 14 FY 2020-2021 Target: 15
2. FY 2019-2020 Baseline: Number of Resident Council meetings attended 7 FY 2021-2022 Target: 6
3. FY 2020-2021 Baseline: Number of Resident Council meetings attended FY 2022-2023 Target: _____
4. FY 2021-2022 Baseline: Number of Resident Council meetings attended FY 2023-2024 Target: _____
Program Goals and Objective Numbers: 1 _____

C. Work with Family Councils (NORS Elements S-66 and S-67)

1. FY 2018-2019 Baseline: Number of Family Council meetings attended 16 FY 2020-2021 Target: 10
2. FY 2019-2020 Baseline: Number of Family Council meetings attended 32 FY 2021-2022 Target: 12
3. FY 2020-2021 Baseline: Number of Family Council meetings attended FY 2022-2023 Target: _____
4. FY 2021-2022 Baseline: Number of Family Council meetings attended FY 2023-2024 Target: _____
Program Goals and Objective Numbers: 1 _____

D. Information and Assistance to Facility Staff (NORS Elements S-53 and S-54)

1. FY 2018-2019 Baseline: Number of Instances 31 FY 2020-2021 Target: 30
2. FY 2019-2020 Baseline: Number of Instances 52 FY 2021-2022 Target: 30
3. FY 2020-2021 Baseline: Number of Instances _____ FY 2022-2023 Target: _____
4. FY 2021-2022 Baseline: Number of Instances _____ FY 2023-2024 Target: _____
Program Goals and Objective Numbers: 1 _____

E. Information and Assistance to Individuals (NORS Element S-55)

1. FY 2018-2019 Baseline: Number of Instances 89 FY 2020-2021 Target: 50
2. FY 2019-2020 Baseline: Number of Instances 157 FY 2021-2022 Target: 50
3. FY 2020-2021 Baseline: Number of Instances _____ FY 2022-2023 Target: _____
4. FY 2021-2022 Baseline: Number of Instances _____ FY 2023-2024 Target: _____
Program Goals and Objective Numbers: 1 _____

F. Community Education (NORS Element S-68)

1. FY 2018-2019 Baseline: Number of Sessions 13 FY 2020-2021 Target: 5 _____
2. FY 2019-2020 Baseline: Number of Sessions 6 _____ FY 2021-2022 Target: 5 _____
3. FY 2020-2021 Baseline: Number of Sessions _____ FY 2022-2023 Target: _____
4. FY 2021-2022 Baseline: Number of Sessions _____ FY 2023-2024 Target: _____
Program Goals and Objective Numbers: 1 _____

G. Systems Advocacy (NORS Elements S-07, S-07.1)

FY 2020-2021
<p>FY 2020-2021 Systems Advocacy Effort(s): Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.</p>
FY 2021-2022
<p>Outcome of FY 2020-2021 Efforts: With the COVID-19 Pandemic, the System Advocacy Effort for 2020-2021 was focused on the changing environment within Long-Term Care facilities and working with the facilities, family member, and the community to help meet the needs of the very isolated residents. The LTC Ombudsman was able to coordinate with facility staff and families to allow residents to connect via teleconferencing and other no-contact means.</p> <p>FY 2021-2022 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts) Due to COVID-19, the agency was not able to fully implement and complete the systems advocacy efforts from FY2020-2021. The agency will be focusing on the same systems advocacy efforts of: Recognizing that California’s older population is projected to grow, a new goal for the Ombudsman Program is to implement a public awareness campaign that focuses on the changing long-term care resident population and its needs. The Ombudsman program will adopt a strategy of working with other organizations, to further this goal and will conduct community and facility educational events.</p>
FY 2022-2023
<p>Outcome of FY 2021-2022 Efforts:</p> <p>FY 2022-2023 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)</p>
FY 2023-2024

Outcome of 2022-2023 Efforts:

FY 2023-2024 Systems Advocacy Effort(s): (Provide one or more new systems advocacy efforts)

Outcome 2. Residents have regular access to an Ombudsman. [(Older Americans Act Reauthorization Act of 2016), Section 712(a)(3)(D), (5)(B)(ii)]

Measures and Targets:

A. Routine Access: Nursing Facilities (NORS Element S-58)

1. FY 2018-2019 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint **2** divided by the total number of Nursing Facilities **2**

= Baseline **100 %**

FY 2020-2021 Target: **100%**

2. FY 2019-2020 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint **0** divided by the total number of Nursing Facilities **2**

= Baseline **0 %**

FY 2021-2022 Target: **100%**

3. FY 2020-2021 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities

= Baseline _____ %

FY 2022-2023 Target: **%**

4. FY 2021-2022 Baseline: Number of Nursing Facilities visited at least once a quarter not in response to a complaint _____ divided by the total number of Nursing Facilities =

Baseline _____ %

FY 2023-2024 Target: **%**

Program Goals and Objective Numbers: **1** _____

B. Routine access: Residential Care Communities (NORS Element S-61)

<p>1. FY 2018-2019 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>1</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>100</u>% FY 2020-2021 Target: <u>100%</u></p>
<p>2. FY 2019-2020 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint <u>0</u> divided by the total number of RCFEs <u>1</u> = Baseline <u>0</u>% FY 2021-2022 Target: <u>100 %</u></p>
<p>3. FY 2020-2021 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____% FY 2022-2023 Target: <u>%</u></p>
<p>4. FY 2021-2022 Baseline: Number of RCFEs visited at least once a quarter not in response to a complaint _____ divided by the total number of RCFEs _____ = Baseline _____% FY 2023-2024 Target: <u>%</u></p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

C. Number of Full-Time Equivalent (FTE) Staff (NORS Element S-23)

<p>1. FY 2018-2019 Baseline: <u>1.39</u> FTEs FY 2020-2021 Target: <u>1.39</u> FTEs</p>
<p>2. FY 2019-2020 Baseline: <u>1.39</u> FTEs FY 2021-2022 Target: <u>1.39</u> FTEs</p>
<p>3. FY 2020-2021 Baseline: _____ FY 2022-2023 Target: FTEs 2022-</p>
<p>4. FY 2021-2022 Baseline: _____ FTEs FY 2023-2024 Target: FTEs FTEs</p>
<p>Program Goals and Objective Numbers: <u>1</u></p>

D. Number of Certified LTC Ombudsman Volunteers (NORS Element S-24)

1. FY 2018-2019 Baseline: Number of certified LTC Ombudsman volunteers <u>1</u> FY 2020-2021 Projected Number of certified LTC Ombudsman volunteers <u>2</u>
2. FY 2019-2020 Baseline: Number of certified LTC Ombudsman volunteers <u>2</u> FY 2021-2022 Projected Number of certified LTC Ombudsman volunteers <u>2</u>
3. FY 2020-2021 Baseline: Number of certified LTC Ombudsman volunteers FY 2022-2023 Projected Number of certified LTC Ombudsman volunteers
4. FY 2021-2022 Baseline: Number of certified LTC Ombudsman volunteers _____ FY 2023-2024 Projected Number of certified LTC Ombudsman volunteers
Program Goals and Objective Numbers: <u>1</u>

Outcome 3. Ombudsman representatives accurately and consistently report data about their complaints and other program activities in a timely manner. [Older Americans Act Reauthorization Act of 2016, Section 712(c)]

Measures and Targets:

In the box below, in narrative format, describe one or more specific efforts your program will undertake in the upcoming year to increase the accuracy, consistency, and timeliness of your National Ombudsman Reporting System (NORS) data reporting.

Some examples could include:

- Hiring additional staff to enter data
- Updating computer equipment to make data entry easier
- Initiating a case review process to ensure case entry is completed in a timely manner

The LTC Ombudsman program will:

- 1.) Enter data into ODIN in a timely manner, to ensure data is complete for each quarter.
- 2.) Regularly attend NORS Consistency training opportunities provided by the OSLTCO and online courses provided by the National Long-Term Care Ombudsman Resource Center (NORC)
- 3.) Ensure all new volunteers are training and attend the same system trainings that staff are attending.
- 4.) Allow staff and volunteers to have “protected” time to ensure data entry is not interrupted.

**TITLE VIIA ELDER ABUSE PREVENTION
SERVICE UNIT PLAN OBJECTIVES**

Units of Service: AAA must complete at least one category from the Units of Service below.

TITLE VIIA ELDER ABUSE PREVENTION SERVICE UNIT PLAN OBJECTIVES

The agency receiving Title VIIA Elder Abuse Prevention funding is: Inyo County Health and Human Services - ESAAA

Fiscal Year	Total # of Public Education Sessions
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Professionals
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Training Sessions for Caregivers served by Title III E
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Hours Spent Developing a Coordinated System
2020-2021	-0-
2021-2022	-0-
2022-2023	-0-
2023-2024	-0-

Fiscal Year	Total # of Copies of Educational Materials to be Distributed	Description of Educational Materials
2020-2021	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2021-2022	5000	Annual Newspaper Publication of “Everyone can do Something to Prevent Elder Abuse” advertisement.
2022-2023		
2023-2024		

Fiscal Year	Total Number of Individuals Served
2020-2021	5000
2021-2022	5000
2022-2023	-0-
2023-2024	-0-

TITLE IIIE SERVICE UNIT PLAN OBJECTIVES**CCR Article 3, Section 7300(d)****2012–2016 Four-Year Planning Period**

This Service Unit Plan (SUP) uses the five broad federally-mandated service categories defined in PM 11-11. Refer to the CDA Service Categories and Data Dictionary Revisions Effective July 1, 2011 for eligible activities and service unit measures. Specify proposed audience size or units of service for ALL budgeted funds.

Direct and/or Contracted IIIE Services

CATEGORIES	1	2	3
Family Caregiver Services Caring for Elderly	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Information Services	# of activities and Total est. audience for		
2020-2021	# of activities: -0- Total est. audience for above:		
2021-2022	# of activities: -0- Total est. audience for above:		
2022-2023	# of activities: -0- Total est. audience for above:		
2023-2024	# of activities: -0- Total est. audience for above:		
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Support Services	Total hours		
2020-2021	15	1	
2021-2022	15	1	
2022-2023	-0-	-0-	
2023-2024	-0-	-0-	
Respite Care	Total hours		
2020-2021	100	1	
2021-2022	100	1	
2022-2023	-0-	-0-	
2023-2024	-0-	-0-	
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

Direct and/or Contracted IHIE Services

Grandparent Services Caring for Children	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Information Services	# of activities and Total est. audience for		
2020-2021	# of activities: -0- Total est. audience for above:		
2021-2022	# of activities: -0- Total est. audience for above:		
2022-2023	# of activities: -0- Total est. audience for above:		
2023-2024	# of activities: -0- Total est. audience for above:		

Grandparent Services Caring for Children	<i>Proposed</i> Units of Service	<i>Required</i> Goal #(s)	<i>Optional</i> Objective #(s)
Access Assistance	Total contacts		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Support Services	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Respite Care	Total hours		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		
Supplemental Services	Total occurrences		
2020-2021	-0-		
2021-2022	-0-		
2022-2023	-0-		
2023-2024	-0-		

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

PSA 16 Not Providing

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)
SERVICE UNIT PLAN
CCR Article 3, Section 7300(d)**

MULTIPLE PSA HICAPs: If you are a part of a multiple-PSA HICAP where two or more AAAs enter into an agreement with one “Managing AAA,” to deliver HICAP services on their behalf to eligible persons in their AAA, then each AAA is responsible for providing HICAP services in the covered PSAs in a way that is agreed upon and equitable among the participating parties.

HICAP PAID LEGAL SERVICES: Complete this section if your Master Contract contains a provision for using HICAP funds to provide HICAP Legal Services.

STATE & FEDERAL PERFORMANCE TARGETS: The Administration for Community Living (ACL) establishes targets for the State Health Insurance Assistance Program (SHIP)/HICAP performance measures (PMs). ACL introduced revisions to the SHIP PMs in late 2016 in conjunction with the original funding announcement (ref HHS-2017-ACL-CIP-SAPG-0184) for implementation with the release of the Notice of Award (Grant No. 90SAPG0052-01-01 issued July 2017).

The new five federal PMs generally reflect the former seven PMs (PM 2.1 through PM 2.7), except for PM 2.7, (Total Counseling Hours), which was removed because it is already being captured under the *SHIP Annual Resource Report*. As a part of these changes, ACL eliminated the performance-based funding scoring methodology and replaced it with a Likert scale comparison model for setting National Performance Measure Targets that define the proportional penetration rates needed for improvements.

Using ACL’s approach, CDA HICAP provides State and Federal Performance Measures with goal-oriented targets for each AAA’s Planning and Service Area (PSA). One change to all PMs is the shift to county-level data. In general, the State and Federal Performance Measures include the following:

- PM 1.1 Clients Counseled ~ Number of finalized Intakes for clients/ beneficiaries that received HICAP services
- PM 1.2 Public and Media Events (PAM) ~ Number of completed PAM forms categorized as “interactive” events
- PM 2.1 Client Contacts ~ Percentage of one-on-one interactions with any Medicare beneficiaries
- PM 2.2 PAM Outreach Contacts ~ Percentage of persons reached through events categorized as “interactive”
- PM 2.3 Medicare Beneficiaries Under 65 ~ Percentage of one-on-one interactions with Medicare beneficiaries under the age of 65
- PM 2.4 Hard-to-Reach Contacts ~ Percentage of one-on-one interactions with “hard-to-reach” Medicare beneficiaries designated as:
 - PM 2.4a Low-income (LIS)
 - PM 2.4b Rural
 - PM 2.4c English Second Language (ESL)
- PM 2.5 Enrollment Contacts ~ Percentage of contacts with one or more qualifying enrollment topics discussed

AAA’s should demonstrate progress toward meeting or improving on the Performance requirements established by CDA and ACL as is displayed annually on the *HICAP State and Federal Performance Measures* tool located online at:

<https://www.aging.ca.gov/ProgramsProviders/AAA/Planning/>

For current and future planning, CDA requires each AAA ensure that HICAP service units and related federal *Annual Resource Report* data are documented and verified complete/ finalized in CDA’s Statewide HICAP Automated Reporting Program (SHARP) system per the existing contractual reporting requirements. HICAP Service Units do not need to be input in the Area Plan (with the exception of HICAP Paid Legal Services, where applicable).

HICAP Legal Services Units of Service (if applicable) ⁶

Fiscal Year (FY)	3.1 Estimated Number of Clients Represented Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

Fiscal Year (FY)	3.2 Estimated Number of Legal Representation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

Fiscal Year (FY)	3.3 Estimated Number of Program Consultation Hours Per FY (Unit of Service)	Goal Numbers
2020-2021	-0-	
2021-2022	-0-	
2022-2023	-0-	
2023-2024	-0-	

NOTE: PSA 16 DOES NOT PROVIDE HICAP SERVICES DIRECTLY – HICAP FUNDING IS ALLOCATED TO PSA 21 WHO CONTRACTS FOR HICAP SERVICES IN PSA 16 SERVICE AREA – PLEASE REFER TO THEIR AREA PLAN AND HICAP DOCUMENTS FOR ADDITIONAL INFORMATION.

**GOVERNING BOARD MEMBERSHIP
2016-2020 Four-Year Planning Cycle**

CCR Article 3, Section 7302(a)(11)

Total Number of Board Members: 5

Name and Title of Officers:

Office Term Expires:

Jeff Griffiths, Chairperson	December 31, 2024
Dan Totheroh, Vice Chairperson	December 31, 2022

Name and Title of All Members:

Board Term Expires:

Matt Kingsley	December 31, 2024
Jennifer Roeser	December 31, 2024
Rick Pucci	December 31, 2022

**ADVISORY COUNCIL MEMBERSHIP
2016-2020 Four-Year Planning Cycle**

OAA 2006 306(a)(6)(D)
45 CFR, Section 1321.57
CCR Article 3, Section 7302(a)(12)

Total Council Membership (include vacancies) 9

Number of Council Members over age 60 8

Race/Ethnic Composition	<u>% of PSA's 60+Population</u>	<u>% on Advisory Council</u>
White	64.35%	89%
Hispanic	24.55%	0
Black	.9%	0
Asian/Pacific Islander	2.2%	0
Native American/Alaskan Native	8%	11%
Other (2 or more)	2.95%	0

Name and Title of Officers:

Office Term Expires:

Roger Rasche	December 2022
Sandy Lund	December 2022
Kelli Davis	December 2021
Rachel Lober	December 2022
Heidi Dougherty	December 2022
Dan Totheroh	December 2021
Teresa McFarland	December 2021
Patti Hamic-Christensen	December 2021
JoAnn Poncho	December 2021

Name and Title of other members:

Office Term Expires:

(no other members)	

Indicate which member(s) represent each of the “Other Representation” categories listed below.

	Yes	No	
Low Income Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche
Disabled Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roger Rasche
Supportive Services Provider Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis, Patti Hamic-Christensen
Health Care Provider Representative McFarland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kelli Davis, Teresa
Family Caregiver Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Teresa McFarland
Local Elected Officials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dan Totheroh
Individuals with Leadership Experience in Private and Voluntary Sectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rachel Lober, Kelli Davis, JoAnn Poncho, Sandra Lund, Roger Rasche, Heidi Dougherty

Explain any "No" answer(s): Not Applicable.

Briefly describe the local governing board’s process to appoint Advisory Council members:

Vacant positions are advertised in local media, and includes targeted outreach to fill unfilled categories of representation, while also working to ensure appropriate geographical representation. Upon the closing of the recruitment, the appointment of Advisory Council members will be placed on the agenda for a public meeting of the Governing Board, at which time the Governing Board will appoint Advisory Council members for designated terms of office. All such meetings are publicly noticed in accordance with Brown Act requirements.

2020-2024 Four-Year Area Planning Cycle

This section must be completed and submitted with the Four-Year Area Plan. Any changes to this Section must be documented on this form and remitted with Area Plan Updates.¹⁰

- a. The mission of ESAAA’s Legal Assistance services is to ensure justice, dignity, health, security, maximum autonomy and independence to older residents by protecting and enforcing the legal rights of individuals and by promoting social change through broad elder rights advocacy. The purpose of Legal Assistance is to deliver high quality, cost-effective services designed to address the unmet legal needs of vulnerable older people throughout the PSA, with the following considerations:
 - i. Recognition of targeted populations: those in greatest social and economic need, disadvantaged or vulnerable older adults.
 - ii. Recognition that Legal Assistance is part of a continuum of care that must be coordinated with other ESAAA services to economize costs and develop systems for greatest impact.
 - iii. Address all Older Americans Act legal services (caregiver, hotline, IIIB).
 - iv. Empowerment of older persons to secure their own rights.
 - v. Protection against threat/loss of basic and essential civil rights (e.g., shelter, health care, income, personal and economic security).
 - vi. Consideration of outcomes and target resources to achieve outcomes that make a difference in the lives and well-being of disadvantaged or vulnerable older adults.
 - vii. Balance coordination with local needs and situations.

- b. The local Community Needs Assessment respondents identified legal assistance as a need not being met, behind issues related to transportation for medical needs; help with daily activities and adequate food and nutrition. The minimum percentage of Title III B funding thus was set at 10%

¹⁰ For Information related to Legal Services, contact Chisorom Okwuosa at 916 419-7500 or chisorom.okwuosa@aging.ca.gov

although the actual funding was set closer to 20% to approach an adequate proportion of the very limited funding available to serve an area exceeding 13,000 square miles.

- c. Specific to legal services, there have been minimal significant changes noted in local needs, although there has been a new focus on housing/eviction related issues and advanced health care directive as reported by our contractor, with the need assessment priority still identifying legal assistance for matters such as contracts, will, estate planning and other legal issues.
- d. ESAAA contracts legal services in compliance with CDA requirements and ensures that the contractual agreement includes the expectation that the contractor will use California Statewide Guidelines in the provision of legal services.
- e. The PSA 16 service area has limited legal assistance programs outside of the legal services provided privately by local California State Bar members. Information provided by the one legal assistance program, which also has historically been the primary contractor for legal services, has indicated that priority legal issues identified in the ESAAA needs assessment are consistent with the types of requests received by their program with the addition of the housing/eviction related issues and the advanced health care directive assistance.
- f. ESAAA identifies the target population in coordination with service providers and consistent with the requirements of CDA and the provisions of the OAA.
- g. Specific to legal services, our targeted senior population is low-income and disabled seniors. We will reach seniors through in-person outreach at Senior Centers. Occasionally some Centers will be linked in via videoconferencing to other Centers. Written educational and outreach literature will also be used at congregate meal settings and through home-delivered meals.

- h. Legal assistance service providers within PSA 16. The current contracted provider of service is California Indian Legal Services – Senior Legal Service Program.

Fiscal Year	# of Legal Assistance Services Providers
2020-2021	1
2021-2022	1
2022-2023	-0-
2023-2024	-0-

- i. PSA 16 does not have a hotline for legal services.
- j. Outreach methods will include a combination of written materials provided at congregate meal sites and through home-delivered meals, mailings to family caregivers, and in-person and/or videoconference presentations at Senior Centers throughout the PSA.

- k. Geographic regions covered by each provider:

Fiscal Year	Name of Provider	Geographic Region covered
2020-2021	California Indian Legal Services	Inyo and Mono Counties
2021-2022	California Indian Legal Services	Inyo and Mono Counties
2022-2023	-0-	-0-
2023-2024	-0-	-0-

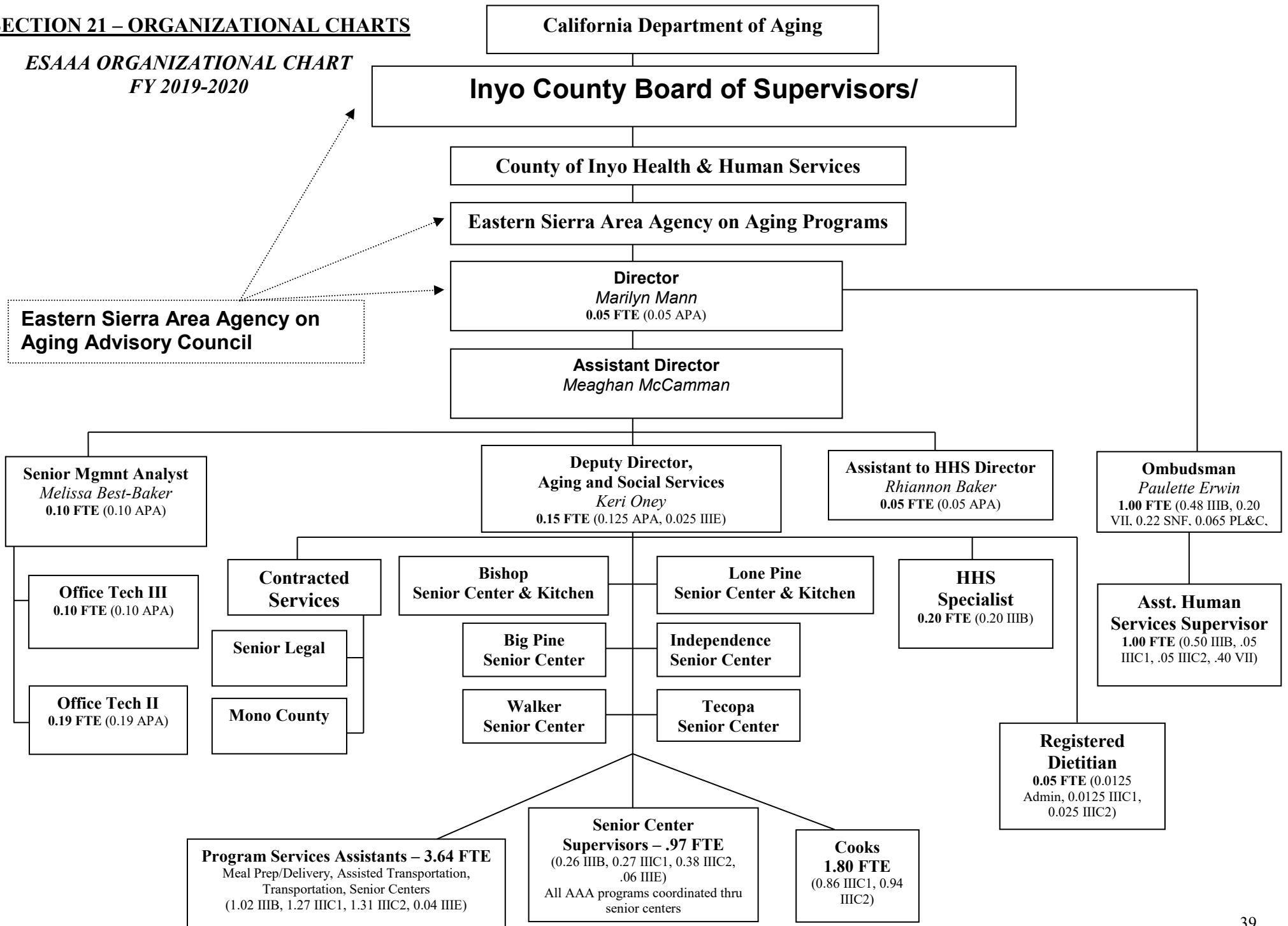
- l. Older adults will access Legal Assistance Services through local telephone contact to the local Legal Assistance office, and through ESAAA sites and staff.
- m. During the last four year planning process, stakeholder Needs Assessment discussions and surveys identified money management, credit card debt and taxes as priority area, with money management a continued need. During this four year planning process, a focus on money management will be continued and contracted services will be adjusted to meet the changing

needs that have been identified, such as housing/eviction related issues and advanced health care planning.

- n. As indicated above, money management continues to be an area of prioritization, being the 4th identified priority in the Needs Assessment. The contracted legal service provider has identified additional areas of priority from their work with clients, which includes general debt assistance, as well as housing/eviction issues and advanced health care planning.
- o. Barriers to access for legal assistance within the PSA result from the expansive 13,000+ square miles in the PSA, coupled with the sparse population. These two factors combine to make it difficult for private sector for-profit businesses or health care providers to sustain in the PSA. Therefore much of the specialty care and shopping requires extensive assistance with transportation out of the PSA, and even within the PSA. The prioritization of assistance with access to services left smaller amounts of III B funding available for legal assistance. Therefore, ESAAA will continue to coordinate with legal assistance services to provide videoconferencing capability where possible, in an effort to extend access to legal assistance.
- p. The one legal service provider will be coordinating services with other ESAAA programs, the Ombudsman Coordinator, and with the local bar to ensure a continuum of legal information/services throughout the PSA.

SECTION 21 – ORGANIZATIONAL CHARTS

**ESAAA ORGANIZATIONAL CHART
FY 2019-2020**



FY 18/19 Administrative (APA) FTE's is 0.64 = \$61,208 in Salaries and Benefits + \$16,332 in other costs (A-87, rent, etc.) for a total of \$77,540, which is covered by the CDA Administrative Allocation of \$64,192 and match in the amount of \$13,348 cash.



County of Inyo



Environmental Health

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Jerry Oser

SUBJECT: Fee Waiver for a Small Number of COVID-19 Affected Businesses

RECOMMENDED ACTION:

Request Board approve Resolution No. 2021-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving a Waiver or Refund of Certain Environmental Health Fees for Calendar Year 2021," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This resolution would waive fees for CY21 operating permits for a small number of businesses that the Environmental Health Department (EHD) administers. Some businesses (movie theaters with food, bars, spas, and body art) were closed for most of 2020 yet paid Environmental Health permit fees for CY20. Having received no inspection from the EHD during 2020, your Board has the option to waive their 2021 fees. The list is small, as most permitted businesses functioned at some, albeit reduced, capacity.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board has the option to keep the fees in place.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The fiscal impact to the EH budget would be a loss of less than \$2,500.00 in 2021 food and pool permit fees.

- Movie theaters (1—\$212.00)
- Body Art (4—\$144.00 ea.)
- Bars with no food (1 or 2—\$208.00 ea.)
- Pool facilities with an extra spa (8—\$100.00 ea.)

ATTACHMENTS:

1. Environmental Health Fee Waiver Resolution

APPROVALS:

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Jerry Oser

Created/Initiated - 3/29/2021

Approved - 3/29/2021

Approved - 3/29/2021

Final Approval - 3/30/2021

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
APPROVING A WAIVER OR REFUND OF
CERTAIN ENVIRONMENTAL HEALTH FEES
FOR CALENDAR YEAR 2021

WHEREAS, the County charges annual fees to offset its costs of inspecting and providing other environmental health services mandated by state law with respect to a variety of businesses; and

WHEREAS, due to state health orders related to the COVID-19 pandemic, some of those businesses were required to be closed for six months or more during calendar year 2020: specifically, movie theaters, body art facilities, bars with no food, and spas associated with public swimming pools; and

WHEREAS, in recognition of the lack of county services received by those businesses during 2020 despite having paid their annual fees, the Board finds it equitable and appropriate to waive (or refund if already paid) the environmental health fees applicable to those businesses during calendar year 2021;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows: The 2021 county fees for services of the environmental health department are hereby waived with respect to the following businesses: movie theaters, body art facilities, bars with no food, and spas associated with public swimming pools. If any such businesses have already paid such fees for 2021, then the environmental health department shall refund those fees. Note: the waiver/refund provided herein shall not apply to a business that, for any reason, did not pay fees to the environmental health department during 2020.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this ___ day of April 2021, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Clint Quilter
Clerk of the Board

by: _____
Darcy Ellis, Assistant



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Rhiannon Baker

SUBJECT: Approval of a contract with the Tri-County Fairgrounds for indoor rental space to provide indoor COVID-19 testing.

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct OptumServe COVID-19 testing services in an amount not to exceed \$500 per day, \$44,000 total for the period of March 1, 2021, through December 31, 2021, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

On December 15, 2020 your Board approved an agreement between the Inyo County Health and Human Services and the 18th District Agricultural Association (Tri-County Fairgrounds) to allow for indoor COVID-19 testing space. That contract has since expired and a new testing provider, OptumServe, has obtained the statewide testing contract. We feel it necessary to continue to maintain the current scheduled indoor testing model to allow for protection of the medical supplies, participants, and staff from the elements. The Tri-County Fairgrounds is able to guarantee the usage of their Tallman Pavilion and all necessary facilities through December 31, 2021.

We respectfully request your Board approve the ratification of the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds), and authorize the Health and Human Services Director, Marilyn Mann to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request, likely resulting in Inyo County's inability to provide adequate sheltering for COVID-19 testing

OTHER AGENCY INVOLVEMENT:

OptumServe

FINANCING:

COVID funding. This expense will be paid out of the Health budget (045100), Office, Space and Site Rental object code (5291). No County General Funds.

ATTACHMENTS:

1. Inyo County HHS Testing Clinic Agreement

APPROVALS:

Rhiannon Baker	Created/Initiated - 3/22/2021
Darcy Ellis	Approved - 3/23/2021
Anna Scott	Approved - 3/23/2021
Melissa Best-Baker	Approved - 3/29/2021
Marilyn Mann	Approved - 3/30/2021
Marshall Rudolph	Approved - 3/30/2021
Amy Shepherd	Approved - 3/31/2021
Marilyn Mann	Final Approval - 3/31/2021

INTERIM EVENT/BUILDING RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the **18th District Agricultural Association**, (“Association”), commonly known as the **Tri-County Fairgrounds** (“Fairgrounds”), and **The Inyo County HHS** (“Renter”). Association and Renter may be collectively referred to as the “Parties.”

1. Association hereby grants to the Renter the right to occupy the space(s) known as **The Tallman Pavilion** as depicted in Exhibit A, located on the Fairgrounds at **475 Sierra Street, Bishop, California 93514** (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.

2. The term of this Agreement begins on **03/01/21** and ends on **12/31/21**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

3. The purposes of occupancy shall be limited to **COVID-19 Testing and storage per the request of the Inyo County HHS**.

4. Renter shall pay Association the amount of **\$500 each day**. **As of 3/1/21, the new testing schedule will be M and TH 8AM-4PM. OptumServe is the new testing contractor on site. This is an extension of contract RA 20-80. The testing schedule and onsite contractor has changed.** Payments should be made by **cash, check or credit card**. Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of **\$00.00 deposit waived per Jen McGuire**. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days. [Insert any specific cancellation policy regarding the return of the deposit.]

5. Renter shall pay the following services and fees: **\$500 each day as stated above. The 18DAA will invoice the end of each month.**

6. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

7. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker’s compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but

not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in anyway connected with the exercise by Renter of the privileges herein granted.

8. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris. **Renter will remove all biohazard waste. All other waste may be deposited into dumpsters provided by the Association.**

9. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.

10. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.

11. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

12. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

13. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

14. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

15. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.

16. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

17. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

18. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

19. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

20. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

21. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

22. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

23. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

24. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

5. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

26. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

27. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Map of Fairgrounds Depicting Premises	Exhibit A
California Fair Services Authority Insurance Requirements	Exhibit B
Rental Agreement	Exhibit C

28. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Inyo County HHS
163 May Street, Bishop, CA 93514

Signature:

Name/Title:

Date:

18th DISTRICT AGRICULTURAL ASSOCIATION
475 Sierra Street, Bishop, CA 93514

Signature:

Title: Jen McGuire - CEO

Date: 03/01/21



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Rhiannon Baker

SUBJECT: Agreement between Inyo County and the 18th District Agricultural Association (Tri-County Fairgrounds) for vaccine administration rental space

RECOMMENDED ACTION:

Request Board ratify and approve the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds) for the provision of indoor rental space to conduct COVID-19 vaccination services in an amount not to exceed \$800 per day, for the period of February 19, 2021, through December 31, 2021, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

In February 2021 Inyo County received a large allotment of 1,000+ doses of Pfizer COVID-19 vaccinations with the understanding that they would be administered within one week. In response to that requirement, a mass vaccination clinic was coordinated to take place in the Home Economics building at the Tri-County Fairgrounds specifically targeting Inyo County residents 65 years of age and older. The first dose event took place on February 20th and 21st and second dose March 13th and 14th.

This agreement allows equipment and setup to remain in place in the Home Economics building, so long as there is not a conflicting event, with charges only to be incurred on days of active clinic use. Inyo County is billed at a rate of \$800 per day of active building usage resulting in \$1,600 total for the month of February and \$1,600 for the month of March. The Tri-County Fairgrounds is able to guarantee the usage of their Home Economics building and all necessary facilities for future vaccination clinics through December 31, 2021 and so we respectfully request that your Board approve the ratification of the agreement between the County of Inyo and the 18th District Agricultural Association (Tri-County Fairgrounds), and authorize the Health and Human Services Director, Marilyn Mann to sign.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement which would result in the loss of our secured and dedicated mass vaccination clinic space.

OTHER AGENCY INVOLVEMENT:

NIHD

FINANCING:

COVID funding. This expense will be paid out of the Health budget (045100), Office, Space and Site Rental object code (5291). No County General Funds.

ATTACHMENTS:

1. Inyo County HHS Vaccine Clinic Agreement

APPROVALS:

Rhiannon Baker	Created/Initiated - 3/25/2021
Darcy Ellis	Approved - 3/29/2021
Melissa Best-Baker	Approved - 3/29/2021
Marilyn Mann	Approved - 3/30/2021
Marshall Rudolph	Approved - 3/30/2021
Amy Shepherd	Approved - 3/31/2021
Marilyn Mann	Final Approval - 3/31/2021

INTERIM EVENT/BUILDING RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) is by and between the **18th District Agricultural Association**, (“Association”), commonly known as the **Tri-County Fairgrounds** (“Fairgrounds”), and **The Inyo County HHS** (“Renter”). Association and Renter may be collectively referred to as the “Parties.”

1. Association hereby grants to the Renter the right to occupy the space(s) known as **The Heritage Arts Building, The Patio Building, the Ticket Booth** as depicted in Exhibit A, located on the Fairgrounds at **475 Sierra Street, Bishop, California 93514** (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.

2. The term of this Agreement begins on **2/19/21** and ends on **12/31/21**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.

3. The purposes of occupancy shall be limited to **COVID-19 Vaccination Clinics and Equipment Storage per the request of the Inyo County HHS**.

4. Renter shall pay Association the amount of **\$800 each day the vaccination clinic is in use. Plus, cleaning fees and hard costs for the use of the buildings**. Payments should be made by **cash, check or credit card**. Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of **\$00.00 deposit waived per Jen McGuire**. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days. [Insert any specific cancellation policy regarding the return of the deposit.]

5. Renter shall pay the following services and fees: **\$800 each day in use. Golf cart use included in rental. Renter shall be billed for bathroom supplies and other miscellaneous hard costs as agreed by both parties**.

6. Renter acknowledges that the Association’s Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter’s use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

7. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker’s compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any

way connected with the exercise by Renter of the privileges herein granted.

8. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris. **Renter will remove all biohazard waste. All other waste may be deposited into dumpsters provided by the Association.**

9. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.

10. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.

11. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.

12. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

13. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

14. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

15. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.

16. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

17. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

18. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

19. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

20. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

21. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

22. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

23. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

24. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

25. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

26. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.

27. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Map of Fairgrounds Depicting Premises	Exhibit A
California Fair Services Authority Insurance Requirements	Exhibit B
Rental Agreement	Exhibit C

28. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

Inyo County HHS
163 May Street, Bishop, CA 93514

Signature:

Name/Title:

Date:

18th DISTRICT AGRICULTURAL ASSOCIATION
475 Sierra Street, Bishop, CA 93514

Signature:

Title: Jen McGuire - CEO

Date: 02/25/21



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Marilyn Mann

SUBJECT: Ratify and approve the Memorandum of Understanding between County of Inyo and California Government Operations Agency

RECOMMENDED ACTION:

Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and California Government Operations Agency for the purpose of establishing the Agency's expectations and conditions for the County's continued eligibility for allocation of COVID-19 vaccine for the period continuing until completion of COVID-19 vaccination services and ratify the signature of the County Administrative Officer.

SUMMARY/JUSTIFICATION:

The State of California entered into a contract with a third-party administrator on or about February 1, 2021 in an effort to enhance the allocation and distribution of the COVID-19 vaccines to California counties. The attached Memorandum of Understanding (MOU) between Inyo County and the California Government Operations Agency establishes the State's expectations and conditions for eligibility to receive allocations of COVID-19 vaccines. The MOU outlines the roles of both the State and the County as it relates to vaccine distribution. This MOU is a requirement to continue receiving allocations for local distribution. The Department respectfully requests your Board ratify and approve the negotiated MOU.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should the MOU not be ratified, Inyo County will not be eligible for direct allocations of COVID-19 vaccine.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health

FINANCING:

There are no fiscal implications attached to this MOU.

ATTACHMENTS:

1. MOU with State for Vaccine Distribution

APPROVALS:

Marilyn Mann

Created/Initiated - 3/24/2021

Darcy Ellis

Approved - 3/29/2021

Anna Scott

Approved - 3/29/2021

Marshall Rudolph

Approved - 3/29/2021

Marilyn Mann

Final Approval - 3/30/2021

**MEMORANDUM OF UNDERSTANDING
BETWEEN
California Government Operations Agency
and
the County of Inyo**

The California Government Operations Agency (Agency) and the County of Inyo (County) hereinafter referred to singularly as “the Party” and collectively as “the Participants,” in an effort to provide for the vaccination of Californians in order to mitigate the continued spread of COVID-19, have reached the following understanding, and agree as follows:

**SECTION 1
Objective**

The purpose of this Memorandum of Understanding (“MOU”) is to establish Agency’s expectations and conditions for County’s continued eligibility for allocation of COVID-19 vaccine. Agency recognizes the unique role played by County in providing vaccine access to California’s underserved communities.

**SECTION 2
Statement of Understanding**

- A. Agency, together with the Department of Public Health (Department), (a) has supplied, and will continue to supply County, subject to the limitation in subparagraph B of this Section 2, with the COVID-19 vaccine for administration to its patients in connection with its ongoing vaccination efforts, and (b) will exercise reasonable efforts to assure that County is allocated sufficient doses of the vaccine for administration to eligible individuals by the County as a health care provider. Agency acknowledges and shall ensure that Blue Shield of California as the third-party administrator (TPA) for the statewide vaccinating provider network understands that County is dependent on sufficient supply of the vaccine from the State for its ongoing vaccine administration. County recognizes that Agency is dependent on the federal government for allocation of vaccine and that changing circumstances in the pandemic may require reallocation of vaccine to providers and to communities that are suffering from significant outbreaks of COVID-19 or where the local health care system is stressed; and
- B. Agency makes no guarantee or commitment for any minimum or maximum amount of COVID-19 vaccine that may be allocated to County; and
- C. County shall not reallocate or redistribute to other health care providers any vaccine it receives through its allocations. County shall use all vaccine it receives through its allocations to administer to individuals it serves as a health care provider; and

- D. Agency reserves the right at any time to provide County notice of changes in the amount or type of vaccines that may be allocated to a County and/or any of County's vaccination site(s) for administration to vaccine recipients to facilitate administration of the COVID-19 vaccine. Agency will provide County as much advance notice of such changes as is reasonably feasible in order to assist County in its vaccination planning. County acknowledges that vaccine allocation decisions will be made using the State allocation algorithm, as may be modified from time to time; and
- E. County shall use MyTurn (MyTurn.ca.gov), or other technology platform as directed by Agency to submit all required data reasonably necessary for Agency to manage the statewide vaccine network that is related to County's administration of the COVID-19 vaccine. County shall prepare and maintain complete and accurate vaccine-related medical and other records and reports relating to the administration of the COVID-19 vaccine (collectively, "Records"), in a form maintained in accordance with the generally accepted standards applicable to such Records, and in compliance with applicable State and federal confidentiality and privacy laws. Agency, and any authorized governmental officials entitled to such access by law, may at any time during the term of this MOU and for a period of at least three (3) years after the termination of this MOU or such longer period as may be required by applicable State or federal law, request access to such Records for inspection, including as part of a virtual or in-person site compliance request. County shall participate in and cooperate with any audit, oversight and monitoring processes conducted by Agency, including, without limitation, that County agrees to allow the auditor(s) access to Records during normal business hours to examine Records and upon reasonable notice, reproduce Records at no charge by County and to allow interviews of any employees who might reasonably have information related to such Records; and
- F. County shall not under any circumstances bill, charge, collect a deposit from, impose a surcharge on, directly or indirectly seek compensation, remuneration or reimbursement from, or have any recourse against any vaccine recipient for the cost of vaccine administration or related services, provided, however, that County can bill government health programs such as Medi-Cal, Medicare, and HRSA, and private insurance carriers for vaccine administration or other related costs; and
- G. County shall have the ability to establish and will maintain an electronic interface to either the State Immunization Registry or appropriate County Immunization Registry and MyTurn.ca.gov (or other appropriate electronic health record interface as directed by Agency). To the extent applicable and for purposes of clarity, the Participants acknowledge and agree that a County with an industry-standard and certified Electronic Medical Record system (e.g., EPIC, Cerner, or any vaccine information system that meets the requirements for integrating with MyTurn), may leverage a standard interface

defined by Agency to connect from MyTurn to Scheduling and Vaccine Clinic Management with an electronic interface to the State Immunization Registry; and

- H. County shall follow criteria established by the Department in determining individuals' eligibility for vaccination appointments and prioritization of appointments, including targeting appointments to members of underserved communities that have suffered a disproportionate burden of the COVID-19 pandemic; and
- I. County acknowledges that, by signing this MOU, it is joining the statewide network of providers administering the COVID-19 vaccine that is supported by the TPA, acting as Agency's agent and at Agency's direction. County acknowledges Agency's expectation that all providers in the statewide vaccinator network will reasonably cooperate with the TPA in facilitating efficient administration of the COVID-19 vaccine.

SECTION 3 Services and Activities

County shall provide the following services (the "Services"):

- A. Within no more than twenty-four (24) hours of administering a dose of COVID-19 vaccine and adjuvant (if applicable), County shall record in the vaccine recipient's record, and shall report complete and accurate vaccine administration data required in the MyTurn reporting tool and other technology platforms required by Agency and CDC (such as, for example, VaccineFinder, and CAIR2) or other appropriate electronic health record interface as permitted under subparagraph E of this Section 3. Agency acknowledges that there may be circumstances that cause delay in the submission of data, in which case County will alert Agency and complete data recordation and submission as soon as practicable; and
- B. County shall make available at its vaccination site or sites written materials that Agency prepares, prints, and delivers to County; and
- C. County shall provide additional support as may be reasonably requested by Agency to assist Agency in the successful COVID-19 vaccine administration.

SECTION 4 Points of Contact; Notice

Any communications and notices shall be sent to:

For Agency:

Justyn Howard
Deputy Secretary, Fiscal Policy and Administration
Justyn.howard@govops.ca.gov
916-651-9004

For County:

Anna Scott
Deputy Director, Public Health and Prevention
Inyo County Health and Human Services
ascott@inyocounty.us
760-873-7868

Either Participant may change its designated contacts by written notice to the designated contact of the other Participant.

SECTION 5 Choice of Law

This MOU shall be governed by California law.

SECTION 6 Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION 7 Other Provisions

- A. Term. This MOU shall continue in effect until completion of COVID-19 vaccination services, unless either Participant withdraws from this MOU under subparagraph C of this Section 7.
- B. Modifications. This MOU may be modified at any time by mutual consent of the Participants. Any modification shall be by written addendum, signed by authorized representatives of each Participant and shall be effective upon the date it is subscribed to by all Participants.
- C. Withdrawal/Termination. Any Participant may, at any time, withdraw from this MOU by providing written notice. A Participant who intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to other Participants at least 60 days in advance.

- D. Counterparts. This MOU may be executed in counterparts, which taken together will constitute one document.

- E. Electronic Signatures. Electronically delivered signatures of the Participants shall be deemed to constitute original signatures.

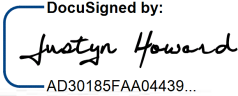
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SIGNATURES

The Participants hereto have entered into this MOU as of the day and year set forth below to be effective as of the Effective Date.

AGENCY:

California Government Operations Agency

By:  AD30185FAA04439...

Printed Name: Justyn Howard

Title: Deputy Secretary, Fiscal Policy and Administration

Date: 3/24/2021

COUNTY:

County of Inyo

By: 

Printed Name: Clint Quilter

Title: County Administrative Officer

Date: 3/23/21



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of March 9, 2021 and March 16, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 3/24/2021
Final Approval - 3/24/2021



County of Inyo



County Counsel

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 6, 2021

FROM: Grace Chuchla

SUBJECT: Receive Redistricting Presentation from the CRC

RECOMMENDED ACTION:

11 A.M. - County Counsel - Request Board receive presentation from Linda Akutagawa and Jane Andersen of the California Citizens Redistricting Committee on the 2021 state-level redistricting process.

SUMMARY/JUSTIFICATION:

On February 16, your Board received a presentation regarding the county-level redistricting process following the 2020 Census. However, the redistricting process is not limited to county-level supervisorial districts.

Redistricting is also occurring at the state level to adjust the districts for the California State Assembly, the State Senate, the State Board of Equalization, and the federal House of Representatives. This state-level redistricting is managed by the California Citizens Redistricting Commission.

Linda Akutagawa and Jane Andersen are two members of the CRC. They will be providing a presentation to your Board in the hopes of educating everyone about the state-level redistricting process, explaining to the public how they can get involved, and ensuring broader public awareness of the redistricting process.

The presentation comes at a useful time because there are many overlaps and similarities between the county-level and state-level redistricting process. It is our hope that, by continuing the public conversation about redistricting at all levels, more Inyo County residents will get involved in this important aspect of our democracy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. CRC 2020 Redistricting Basics

APPROVALS:

Grace Chuchla
Darcy Ellis
Grace Chuchla
Cathreen Richards

Created/Initiated - 3/24/2021
Approved - 3/24/2021
Approved - 3/24/2021
Final Approval - 3/29/2021



California Redistricting Basics

WeDrawTheLinesCA.org



Reminder—No Public Input Will Be Taken Today

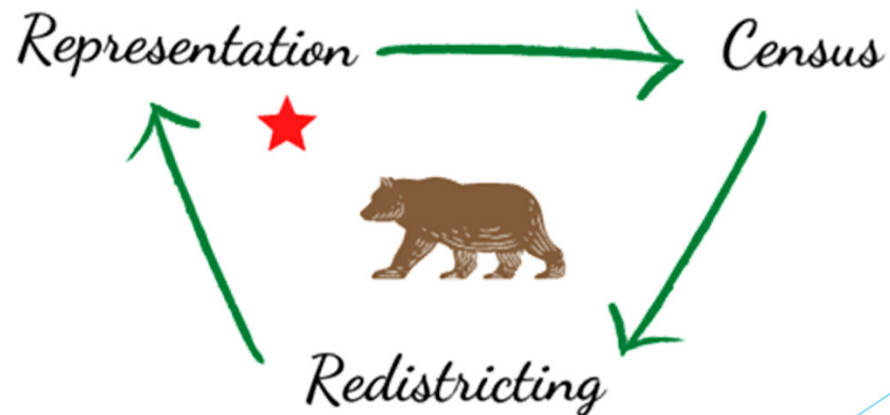
Per California Government Code Section 8253(a)(3)-- Commission members and staff may not communicate with or receive communications about redistricting matters from anyone outside of a public hearing. Therefore, the Commission will not be taking any public input during these educational presentations.

To provide public input, please visit the Commission's website at: WeDrawTheLinesCA.org.



What is Redistricting?

Drawing new boundaries that determine which Californians are represented by each elected official.



Why We Redraw District Maps



- ▶ Communities change.
- ▶ People are born, die, and move.
- ▶ Communities grow and shrink.
- ▶ Areas where there were once roughly the same number of people become unequal.

Your Voice

- ▶ Why is redistricting important?
- ▶ Why should you be involved?
- ▶ Your role in the process

Redistricting has been used at times to exclude communities from political power. By fully participating in and monitoring the upcoming redistricting process, more communities may have a better opportunity to elect candidates of their choice who will voice their needs and interests.

*Your Voice
Your Choice*



How Redistricting Affects You

Power to the People



Champion Your Issues



Funding Priorities



Community Boundaries

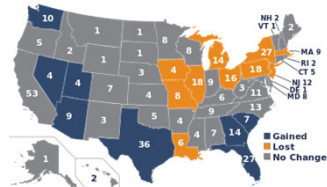


Road to Fair Representation

- ▶ **Census**—Every ten years the entire U.S. population is counted, and that data is used to draw new maps to account for population shifts across the states and districts.
- ▶ **Reapportionment**—The federal reallocation of House seats among the states, done after each national census to ensure seats are held by the states in proportion to the size of their population.
- ▶ **Redistricting**—Drawing new boundaries that determine which voters are represented by each electoral district.
- ▶ **Fair Representation**—Historically, legislators have drawn maps that allowed them to choose their voters rather than enabling voters to choose their representatives. This former system undermined the concept of fair representation, which is to give people the power to choose their representatives.



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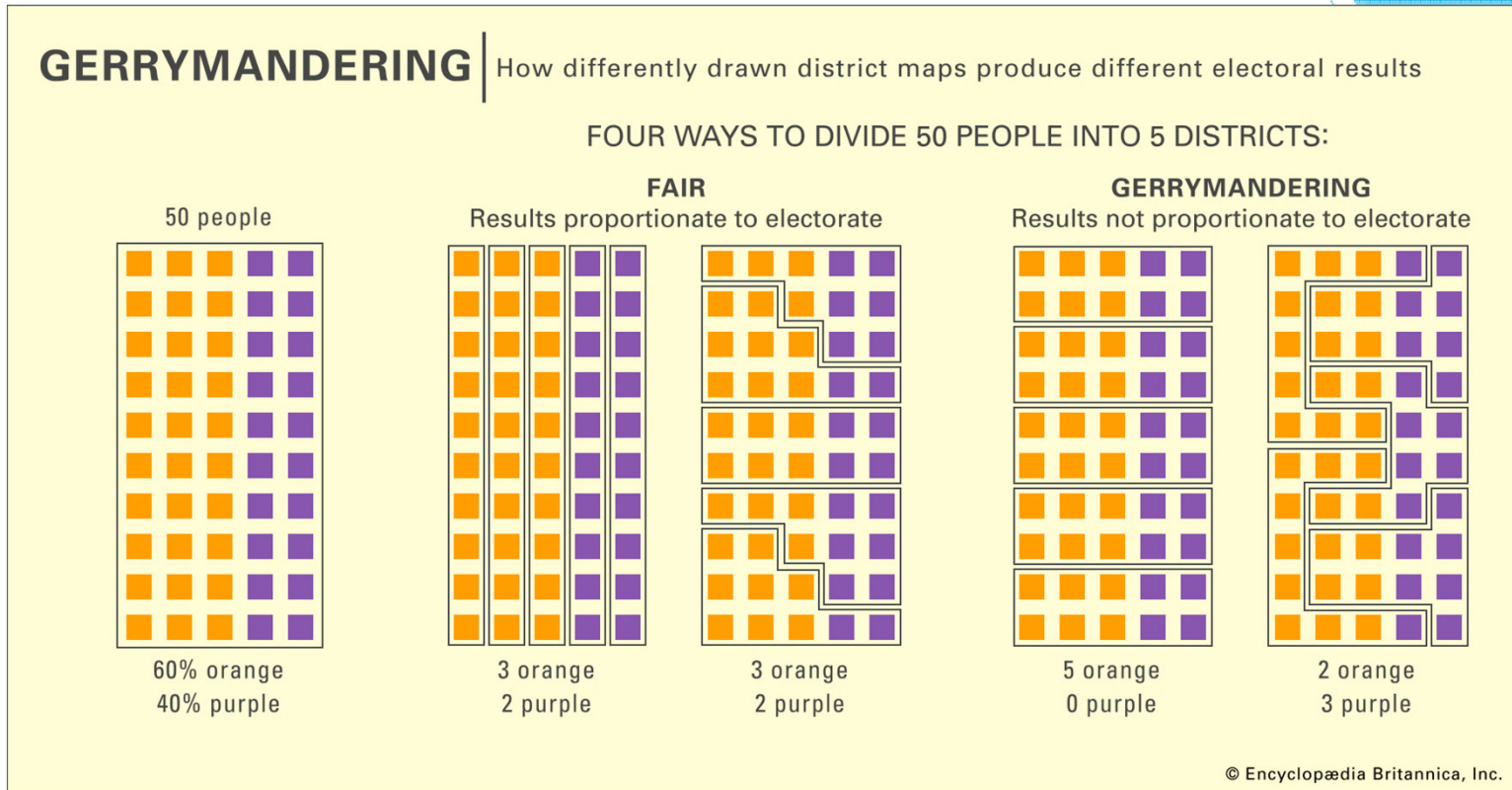
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Why Independent Redistricting Matters



6 Line Drawing Criteria by order

The Commission must follow these weighted criteria in this order when drawing district maps :

1 Equal Population Districts must be of equal population to comply with the US Constitution.	2 Voting Rights Act Districts must comply with the Voting Rights Act to ensure that minorities have an equal opportunity to elect representatives of their choice.	3 Contiguity Districts must be drawn so that all parts of the district are connected to each other.
4 Communities of Interest Districts must minimize the division of cities, counties, neighborhoods, and communities of interest to the extent possible	5 Geographically Compact Districts should be geographically compact such that nearby areas of population are not bypassed for more distant populations. This requirement refers to density, not shape.	6 Nesting Districts Where practicable each Senate District should be comprised of two complete and adjacent Assembly Districts and Board of Equalization districts shall be composed of 10 complete and adjacent State Senate Districts.

In addition, the place of residence of any incumbent or political candidate may not be considered in the creation of a map, and districts may not be drawn for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.



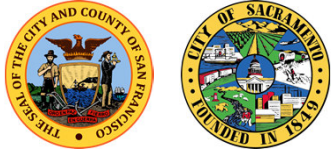
Different Redistricting Efforts



State—Congressional, State Senate, State Assembly, and Board of Equalization.



Counties—58 counties, some with their own process.



Cities—482 cities, some with their own process.



School Districts—977 school districts, some with their own process.

Other Redistricting Efforts—water districts, community college districts, etc.



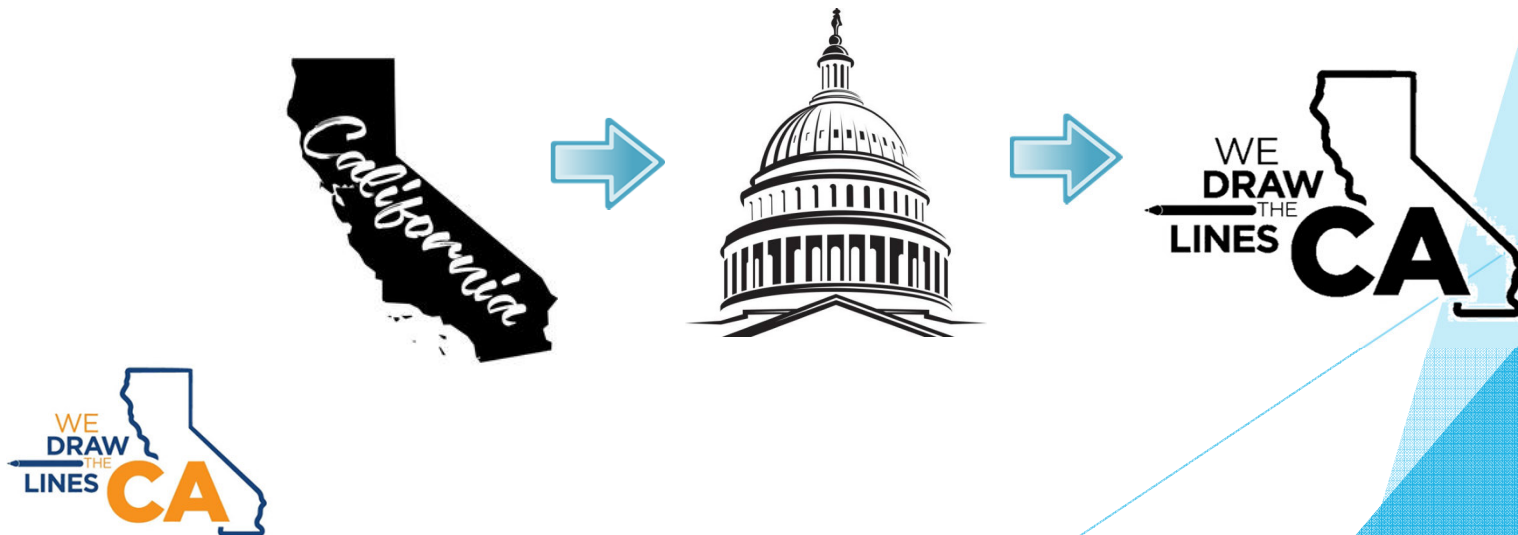
History

- ▶ **Prior to 2010**—Legislators drew lines, or the court did if the legislature failed to carry out this duty properly
- ▶ **Proposition 11 (2008)**—the Voters FIRST Act/We Draw the Lines for State Senate, State Assembly, and Board of Equalization
- ▶ **Proposition 20 (2010)**—Added congressional districts
- ▶ **2010 Redistricting Commission**
- ▶ **2020 Redistricting Commission**
- ▶ **Other States with Independent Commissions**—Arizona, Colorado, Idaho, Michigan, Montana and Washington use independent commissions to draw the lines.



Commissioner Selection

- ▶ Commissioner Applications (Over 20,000 applicants)
- ▶ Supplemental Applications (2,000)
- ▶ Interview/Screening Process (120 applicants)
- ▶ Applicant Pool sent to Legislature (60 applicants)
- ▶ Legislative Strikes (12 strikes each party)
- ▶ Lottery System: First 8
- ▶ Final 6 Selection



Who we are

► 2020 Commissioners: 14 Members

•Isra Ahmad, San Jose, No Party Preference	•Sara Sadhwani, La Cañada Flintridge, Democrat
•Linda Akutagawa, Huntington Beach, No Party Preference	•Patricia S. Sinay, Encinitas, Democrat
•Jane Andersen, Berkeley, Republican	•Derric Taylor, Los Angeles, Republican
•Alicia Fernández, Clarksburg, Republican	•Pedro Toledo, Petaluma, No Party Preference
•Neal Fornaciari, Tracy, Republican	•Trena Turner, Stockton, Democrat
•J. Ray Kennedy, Morongo Valley, Democrat	•Angela Vázquez, Los Angeles, Democrat
•Antonio Le Mons, Studio City, No Party Preference	•Russell Yee, Oakland, Republican



Commissioner Duties

- ▶ **Community Outreach/
Public Input Meetings**
 - Engage the public
 - Collect community input
 - Hear public testimony



- ▶ **Draw Maps**--Draft and final maps for Congress (~53), Senate (40), Assembly (80), and Board of Equalization (4)

EXAMPLE: SACRAMENTO



CONGRESS
(700,000 people)



SENATE
(931,000 people)



ASSEMBLY
(466,000 people)



BOE
(9 million people)



Outreach Zones



ZONE	COUNTIES	COMMISSIONERS
A	Del Norte, Humboldt County, Mendocino, Lake, Napa, Sonoma, Trinity	Commissioner Toledo Commissioner Taylor
B	Butte, Colusa, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama	Commissioner Sinay Commissioner Yee
C	Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Solano	Commissioner Yee Commissioner Toledo
D	El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, Yuba	Commissioner Fernandez Commissioner LeMons
E	Monterey, San Benito, San Luis, Obispo, Santa Barbara, Santa Cruz, Ventura	Commissioner Fornaciari Commissioner Kennedy
F	Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus, Tulare	Commissioner Turner Commissioner Vazquez
G	Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, Tuolumne	Commissioner Andersen Commissioner Akutagawa
H	Los Angeles	Commissioner Taylor Commissioner Ahmad
I	Riverside, San Bernardino	Commissioner Kennedy Commissioner LeMons
J	Orange	Commissioner Akutagawa Commissioner Sadhwani
K	Imperial, San Diego	Commissioner Sinay Commissioner Ahmad



Communities of Interest (COI)

- ▶ **Communities of Interest (COI)**--A community of interest is a concentrated population which shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Examples include culture, areas in which the people share similar living standards, use the same transportation facilities, have similar work opportunities, or have access to the same media. People can belong to multiple communities of interest.
- ▶ **Defining Your Communities**
 - Geographic
 - Boundaries
 - Things you have in common



Participating in the Process

1



DESCRIBE
your community

2



DRAW
your community on a map

3



SEND
your testimony directly to
the Commission

Provide your input today at:

DrawMyCACommunity.org



Ways to Provide Public Input

- ▶ **Communities of Interest (COI) Mapping Tool:**
DrawMyCACommunity.org
- ▶ **On Our Website:** WeDrawTheLinesCA.org
- ▶ **By E-mail:** VotersFirstAct@crc.ca.gov
- ▶ **By Mail:** California Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814

Draw My CA Community Languages Help

My Community

1. Describe your community ⓘ

Give your community a name*
Required

Tell us about your community. What are your shared interests? What brings you together? What is important to your community?*

Required

3. Submit your community

SAVE SUBMIT

100 mi

Show legend

Map tiles by [Stamen Design](#) under [CC BY 3.0](#). © [OpenStreetMap](#) contributors.



CA Supreme Court Ruling

Legislature of CA v Alex Padilla S262530 July 17, 2020

The California Supreme Court ruled on July 17, 2020 that the Commission should have until December 15, 2021 to submit its maps to the California Secretary of State due to the delay in release of census results. If census results are received after July 31, 2021, the Commission's deadline will be adjusted accordingly.



Timeline

2021

- ▶ **February-May:** Education Presentations (California Redistricting Basics)
- ▶ **June-October:** Public Input Meetings (COI)
- ▶ **September 30:** Census Data Expected to the State
- ▶ **October 31:** Census Data Expected to the Commission
- ▶ **November-December:** Public Input Meetings/Line Drawing Sessions (Pre district maps)
- ▶ **December:** Draft District Maps Released

2022

- ▶ **January:** Public Input Meetings/Line Drawing Sessions
- ▶ **February:** District Maps Released
- ▶ **February 15:** Final District Maps to Secretary of State



Reminder—No Public Input Will Be Taken Today

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To provide public input, please visit the Commission's website at: WeDrawTheLinesCA.org.



Contact Us

To request an informational session, please contact the Commission.

California Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814
(916) 323-0323
Marcy.Kaplan@crc.ca.gov

For more information about the Commission, please visit:
WeDrawTheLinesCA.org



Social Media Handles: @WeDrawTheLinesCA





County of Inyo



Outside Agency

TIMED ITEMS - NO ACTION REQUIRED

MEETING: April 6, 2021

FROM: Bishop Fire Department

SUBJECT:

RECOMMENDED ACTION:

11:15 A.M. - Bishop Fire Department - Request Board receive presentation from Bishop Fire Department on proposed Emergency Medical Services (EMS) expansion activities.

SUMMARY/JUSTIFICATION:

The Bishop Fire Department will be giving a presentation on current and proposed EMS expansion activities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This presentation was recently offered to the Bishop City Council and requested by the Inyo County Board of Supervisors on March 9, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. PowerPoint - EMS Expansion

APPROVALS:

Meaghan McCamman
Darcy Ellis
Marshall Rudolph
Meaghan McCamman

Created/Initiated - 3/10/2021
Approved - 3/10/2021
Approved - 3/10/2021
Final Approval - 3/10/2021

Bishop Fire EMS

Implementation First Quarter 2021

BFD Vision, Mission and Values

Vision:

- Partners in Protection

Mission:

- Save lives
- Protect property
- Protect the environment

Values:

- Professionalism
- Respect
- Integrity
- Dedication
- Execution



By The Numbers (2020)

116 Total EMS responses

61 Ambulance delayed or unavailable

12 CPR in progress

15 Manpower requested/ heavy patient

28 Closest unit and/or available to assist

BFD Crews assist a patient while waiting for an ambulance.



Three Reasons for First Response



1. To provide trained assistance to ambulance crews to provide optimal patient care. Examples include CPR, oxygen administration, or taking of vital signs. National standards recommend at least 4 responders on every EMS call.
2. To lift heavy patients. Many 911 callers are unable to walk on their own requiring lifting. FD personnel on scene improve provider and patient safety.
3. Respond to calls when the ambulance is unavailable or delayed. Many times, patients can wait for up to an hour before an ambulance can respond during simultaneous emergencies.

EMS System Demands Grow Steadily



BFD Personnel Care for a Patient while awaiting an ambulance from Big Pine

Annually, there are over 2000 calls for emergency medical services (EMS) in Bishop and Northern Inyo County. Our EMS system relies heavily on one private ambulance that is often too busy to handle the increasing call volume.

Community growth and changing demographics has put a continued stress on the communities' EMS. One of our most startling transformations is the explosive growth in our senior citizen population and the service needs that requires. EMS call volume has steadily increased, while staffing and services have remained stagnant.

Resiliency- Filling the Gaps

BFD Personal Assist a patient into a Reach aircraft because of a simultaneous 911 EMS Call



- Traditionally, the Bishop Fire Department (BFD) has not responded to medical calls and relied on the private ambulance company to provide all first response and transport. Developing and implementing a dual response program using the fire department will assist in filling the gap by providing trained help.
- BFD volunteer firefighters and EMT's will respond with the private ambulance on critical responses and in those situations where the ambulances are delayed.
- The goal is to save the lives of our families, friends, neighbors, and visitors

Multiple Calls for Service Cause System Strain

BFD personnel move a patient into the shade to await an ambulance.



EMS Call Volume Can Swing Wildly

- In 2020 BFD assisted on medical calls 116 times. Most of these calls were because of an unavailable or delayed ambulance.
- There are multiple simultaneous calls per week requiring more than one ambulance. There are several calls per week that require more than two ambulances per week.
- The EMS call volume is unpredictable with some days having no calls EMS calls at all and some with 10-12 in a 24-hour period.

Symons BFD Partnership

Moving into 2021, Symons Ambulance and BFD are looking forward to working on several shared programs:

- Training
- Communications
- Response
- Transport

Both entities recognize the challenges of providing EMS in the Eastern Sierra and are working towards formalizing response and communication policies between agencies.



BFD Personnel Support Symons Ambulance that only had one EMT available.

Future-EMS Transport

**Squad 10- Expected to be ready
January 2021**



Initially EMS would compromise of first response for critical calls such as CPR in progress or when an ambulance is delayed.

Symons Ambulance has the exclusive operating contract for the Bishop Area.

With a dually approved mutual aid contract, BFD and Symons are looking at becoming partners to have BFD provide limited transports when Symons is not available or significantly delayed. Transport would be phased in at a later date.

In the future, transport fees will assist in funding the EMS program.

Program Budget Second Half 2020/21

Overview

In 2020 we were able to acquire several grants for EMS operations that were not available to us in the past. The HPP and MADDY funds are available every year and will assist with training and equipment needs.

With an increase in call volume, we will incur a larger stipend pay out. Exact figures are hard to predict but EMS response stipends for the rest of 20/21 are anticipated to be \$7200 more than typical.

As the fledgling program advances there will be some high-cost items including outfitting apparatus with EMS bags and gear. Two large costs are a gurney for the ambulance and an automatic CPR machine. The BFD has identified MADDY funds to purchase the gurney.

It is estimated that the on-going annual cost for the EMS budget will be \$45,000. This can be offset by annual grant funding that has been opened for BFD because of the implementation of EMS. Costs will be shared 50/50 with the Rural Fire Protection District as dictated in the joint power's agreement.

GRANT REVENUE

HPP	\$ 10,634.23
MADDY	\$ 20,045.69
	<hr/>
	\$ 30,6079.92

52002

Volunteer Stipends	\$ 7200.00
--------------------	------------

52009 TRAINING/MEETINGS

Training Equipment, Supplies and Certifications	\$ 2,750.00
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52018 SPECIAL DEPARTMENT SUPPLIES

Stryker Gurney	\$ 19,429.00
Stryker Stair Chair	\$ 2,800.00
EMS Bags and Equipment	\$ 6000.00

53020 VEHICLE OPERATIONS

New Ambulance Outfitting	\$ 3,500.00
Maintenance and Fuel	\$ 2,500.00
	<hr/>
	\$ 44,179.00

EMS Program Components

Infection Control Training- September 2020



- Training
- Infection Control
- HIPAA Compliance
- Performance/ Quality Assurance
- Medical Control
- Billing
- Health & Wellness

Summary

BFD and Symons have determined the need for dual response to assist with EMS system resiliency. Together BFD and Symons will work in partnership with training, communications, and response to ensure citizens will get timely access to emergency services.

The annual program budget is estimated to be \$45,000 and will be offset by sustainable grant funding. BFD has been accumulating EMS equipment but will need to phase in more purchases over the next few years to have a full compliment.

BFD can save lives and make our community better by providing EMS services. Our volunteers are ready to make a difference in the lives of your neighbors and family.