



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes.

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us

(2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (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).

REGULAR MEETING May 9, 2023

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

Start Time

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

CLOSED SESSION

- 2) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment.
- 3) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association

(LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

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

- 8) **Approval of Remote Meeting Participation for Supervisor Kingsley at the May 16, 2023 Regular Board of Supervisors Meeting Pursuant to Government Code 54953(f),(j)(2)(D)**
County Administrator | Nate Greenberg

Recommended Action: Determine that just cause exists pursuant to Government Code 54953(j)(2)(D) and authorize Supervisor Kingsley to remotely attend the May 16, 2023, regular Board of Supervisors meeting.
- 9) **Approval of Board of Supervisors Meeting Minutes**
Clerk of the Board | Board Clerk

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of May 2, 2023.
- 10) **Ordinance Amending Inyo County Code Section Regarding Emergency Medical Services**
County Administrator/Public Health | Nate Greenberg, County Administrative Officer

Recommended Action: Approve Ordinance 1297 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 7.56.110(A) of the Inyo County Code Regarding Emergency Medical Services."

11) **Continuation of Local Emergency**

County Administrator - Emergency Services | Mikaela Torres

Recommended Action: Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.

12) **Proposed Resolution Appointing Three Members to Serve on the Solid Waste Hearing Panel**

Environmental Health | Jerry Oser, Environmental Health Director

Recommended Action: Approve Resolution No. 2023-13 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Superseding and Replacing Resolution No. 2011-16 and Establishing a Solid Waste Independent Hearing Board Pursuant to Public Resources Code Section 44308 and Appointing Three Members Thereto," and authorize the Chairperson to sign.

13) **Resolution Designating Inyo Council for the Arts as Inyo County's Partner to the California Arts Council**

Community Organization/Outside Agency | Assistant Clerk of the Board

Recommended Action: Approve Resolution No. 2023-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County's Partner to the California Arts Council," and authorize the Chairperson to sign.

14) **Eastern Sierra Engineering Contract Amendment 2**

Public Works | Michael Errante

Recommended Action: Approve and authorize the Public Works Director to sign Amendment 2 to the design contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV, increasing the contract under Amendment 1 from \$154,530.17 to \$165,430.17.

15) **Tecopa Sewer Lagoon Fence Project - Resolution & Notice of Completion**

Public Works | Michael Errante

Recommended Action: Approve Resolution No. 2023-15 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Tecopa Sewer Lagoon Fence Project," and authorize the Chairperson to sign.

16) **Support for the Proposed "Dave McCoy Memorial Highway"**

Board of Supervisors | Supervisor Jeff Griffiths
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: Approve Resolution No. 2023-16 in support of naming portions of U.S. Highway 395 the "Dave McCoy Memorial Highway," and authorize the Chairperson to sign.

17) **Letter of Support for the California State Association of Counties' Budget Request that the Department of Housing and Community Development (HCD) Forgive the \$1.2 Million Loan for Valley Apartments in Bishop**

Board of Supervisors | Supervisor Jeff Griffiths
15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action: Approve and authorize the Chair to sign a letter to State Senator Marie Alvarado-Gil supporting a request made by the California State Association of Counties (CSAC) that the Senator work with HCD to forgive the \$1.2 million loan provided to the Inyo-Mono Advocates for Community Action for the Valley Apartments in Bishop.

18) **Appointments to Fill Vacancies on the Pioneer Cemetery District Board of Trustees**

Clerk of the Board | Assistant Clerk of the Board
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Appoint two individuals to fill two vacant four-year terms on the Pioneer Cemetery District Board of Trustees, ending June 1, 2027.

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

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

Recommended Action: Waive the first reading of an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(B) and 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries," and set enactment for Tuesday, May 16, 2023 in the Board of Supervisors Chambers in Independence.

20) **Ratification and Approval of Personnel Contracts**

County Administrator - Personnel | Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

- A) Ratify and approve the contract between the County of Inyo and Melissa Best-Baker for the provision of professional services as the Deputy Director - Fiscal Oversight and Special Operations at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign;

- B) Ratify and approve the contract between the County of Inyo and Fred Aubrey for the provision of professional services as the Deputy Public Works Director - Recycling and Waste Management at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign;
- C) Ratify and approve the contract between the County of Inyo and Shannon Platt for the provision of professional services as the Deputy Public Works Director - Road at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign;
- D) Ratify and approve the contract between the County of Inyo and Chris Cox for the provision of professional services as the Deputy Public Works Director - Operations at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign; and
- E) Ratify and approve the contract between the County of Inyo and Ashley Helms for the provision of professional services as the Deputy Public Works Director - Airports at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign.

21) **Introduction to and Request to Fund Air Service Subsidy**

County Administrator | Nate Greenberg, Ashley Helms
45 minutes (15min. Presentation / 30min. Discussion)

Recommended Action: Direct staff to begin steps to allocate \$300,000 in the 3rd Quarter budget towards the Winter 2022 - 2023 United Airlines Minimum Revenue Guarantee and continue to coordinate with partner agencies on future subsidy cost-sharing conversations.

ADDITIONAL PUBLIC COMMENT & REPORTS

- 22) **Public Comment**
Comments may be time-limited
- 23) **Board Member and Staff Reports**
Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 24) **California Department of Alcoholic Beverage Control** - A) Application for double transfer (premises and person) of Off-Sale Beer and Wine license for Erick Schat's Bakkerly, 763 N. Main St., Bishop; and B) Application for double transfer (premises and person) of Off-Sale Beer and Wine license for Whiskey Creek Restaurant, 524 N. Main St., Bishop.
- 25) **California Fish and Game Commission** - Agenda for the May 17, 2023 Fish and Game Commission being held in Monterey and available for viewing via Zoom webinar.
- 26) **Bureau of Land Management** - Fact Sheet regarding preparation of an Engineering Evaluation/Cost Analysis and screening level risk assessment for the Keeler Mill Site.



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3749

Approval of Remote Meeting Participation for Supervisor Kingsley at the May 16, 2023 Regular Board of Supervisors Meeting Pursuant to Government Code

54953(f),(j)(2)(D)

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Determine that just cause exists pursuant to Government Code 54953(j)(2)(D) and authorize Supervisor Kingsley to remotely attend the May 16, 2023, regular Board of Supervisors meeting.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the regularly scheduled May 16, 2023, Board of Supervisors Meeting, Supervisor Kingsley is scheduled to be attending the National Association of Counties' Western Interstate Region conference in St. George, Utah. As such, this request is brought forward to your Board pursuant to Government Code Section 54953(f) et. seq. to allow for his remote participation at the May 16 meeting upon a finding of "just cause" by your Board. The Brown Act (via Government Code Section 54953(j)(2)(D)) defines "just cause" as "travel while on official business of the legislative body or another state or local agency." Supervisor Kingsley's travel falls squarely within that definition. If Supervisor Kingsley's request is granted, this will be one of two possible remote meeting attendances he is permitted by the applicable Brown Act provisions.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request. This is not recommended as Supervisor Kingsley's remote participation is warranted by his travel on County business, and his participation is important to ensure the approval of the 3rd Quarter budget amendment.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

John Vallejo	Created/Initiated - 5/3/2023
Darcy Ellis	Approved - 5/3/2023
Amy Shepherd	Approved - 5/3/2023
Nate Greenberg	Approved - 5/3/2023
John Vallejo	Final Approval - 5/3/2023



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AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3747

Approval of Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of May 2, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Draft May 2, 2023 Minutes

APPROVALS:

Hayley Carter
Darcy Ellis

Created -

MINUTES



County of Inyo Board of Supervisors

May 2, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on May 2, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

- Closed Session* The Chairperson asked for public comment related Closed Session items and there was nobody wishing to speak.
- Public Comment*
- Closed Session* Chairperson Roeser recessed open session at 8:31 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Health & Human Services Director; No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:02 a.m. with all Board members present.
- Pledge of Allegiance* Chairperson Roeser led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Public Comment* The Chairperson asked for public comment related to items not calendared on the agenda. Public comment was made by Lauralynn Hundley.
- County Department Reports* Public Works Director Mike Errante gave a status report on mountain road conditions and said that Road crews are working diligently to clear the Horseshoe Meadow, Glacier Lodge, and Onion Valley roads in preparation of the spring runoff. Errante said that the North Round Valley Bridge project completion is expected to happen by the end of the month.
- Health and Human Services Director Marilyn Mann reminded attendees that the month of May is Mental Health Awareness Month and said that the theme is "More Than Enough."
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Kingsley and seconded by Supervisor Orrill to approve the minutes of the regular Board of Supervisors meetings of April 18, 2023. Motion carried unanimously.
- CAO-Personnel – Deputy Sheriff's Association MOU* Moved by Supervisor Kingsley and seconded by Supervisor Orrill to ratify and approve the July 1, 2022 - June 30, 2025 Memorandum of Understanding between the County of Inyo and the Deputy Sheriff's Association (DSA). Motion carried unanimously.

*Veterans Service
Officer –
Overview Presentation*

Veterans Service Officer Gordon Greene presented information on the roles of the Veteran Service Office which included information on outreach events and projects.

*CAO-Information
Services –
LATA Grant RFP
Project Update*

Broadband Coordinator Scott Armstrong provided an overview of the recently awarded Local Agency Technical Assistance (LATA) grant, noting that the \$500,000 per-year funds are good from January 26, 2023 until January 25, 2025, and are earmarked for pre-construction costs only.

Armstrong outlined each of the phases of the project and provided the Board with updates on the locations that were selected for each phase.

*CAO-Public Health –
EMS/Ordinance
Amendment*

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 7.56.110(A) of the Inyo County Code Regarding Emergency Medical Services," and schedule enactment for May 9, 2023, in the Board of Supervisors Chambers, County Administrative Center, Independence. Motion carried unanimously.

Recess/Reconvene

The Chairperson recessed the meeting for lunch at 12:12 p.m. and reconvened the meeting at 1:02 p.m. with all Board members present.

*Planning Dept. –
Ordinance 1296
(ZR 2023-01/GPA
2023-01)*

Planning Director Cathreen Richards provided a presentation which outlined background history, data, and resources utilized for moving forward with Zoning Reclassification (ZR) 2023-01 and General Plan Amendment (GPA) 2023-01. She noted the goal is to create additional housing opportunities in Inyo.

Richards said the Planning Department utilized the Geographic Information System (GIS) to search for potential parcels meeting the criteria for land use designation changes and helped to identify eight total parcels for General Plan and Zone Change CEQA review. Richards provided additional information and there was discussion on what changes would need to be made to each of the eight parcels in order for them to be used for affordable housing purposes.

Reports were also made by Robert Edgerton of Helix Environmental Planning, who was contracted with Inyo to prepare the Environmental Impact Report (EIR), and Tom Kear with Planning and Management Inc., who performed a Vehicle Mile Study and assisted with the Alternatives and Recommendations report for the EIR.

The proposed zoning and General Plan changes as presented were:

General Plan (change via resolution)

- Bishop (APN 008-240-01) (Main and Jay Street) from Public Facilities to Central Business District;
- Bishop (008-240-02) (Main and Jay Street) from Agriculture to Central Business District;
- Bishop (APN 008-190-01) (East South Street) from Retail Commercial to Residential High Density;
- Independence (APN 002-160-08) (Mazourka Canyon Road) from Residential Ranch to Residential Medium Density;
- Lone Pine (APN 005-072-07; 005-072-24; 005-072-30) (Lone Pine Avenue and Hay Street) from Public Facilities to Residential High Density; and,
- Lone Pine (APN 005-072-06) (Hay Street) Residential Medium High Density to Residential High Density.

Zoning (locations same as above; change via ordinance)

- Bishop (APN 008-240-01) from Light Industrial Precise Plan to Central Business;
- Bishop (APN 008-240-02) from Public to Central Business;
- Bishop (APN 008-190-01) from One Family Residential to Multiple Family Residential 3-units and above;
- Independence (APN 002-160-08) from Rural Residential to Multiple Family Residential 3-units and above;
- Lone Pine (APN 005-072-07; 005-072-24; 005-072-30) from Public to Multiple Family

- Residential 3-units and above; and,
- Lone Pine (APN 005-072-06) Multiple Family Residential 2-units to Multiple Family Residential 3-units and above.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 2:19 p.m. and reconvened the meeting at 2:38 p.m. with all Board members present.

*Planning Dept. –
Ordinance 1296
(ZR 2023-01/GPA
2023-01) (continued)*

The Chairperson opened the public hearing at 2:38 p.m. Public comment was made by Michael Rodman, Jerry Rodgers, Richard White, Carola Gregorich, Kenneth Gregorich, and Sarah Solnit. The Chairperson closed the public hearing at 2:56 p.m.

Discussion among Board members and with staff ensued, with Supervisor Griffiths advocating to remove the South Street, Bishop parcel from consideration for the time being due to outstanding issues and neighborhood opposition. Supervisor Kingsley asked that the density proposal for the Independence parcel be changed to Residential Low and that all Lone Pine parcels be Residential Medium High Density. Supervisor Marcellin was in agreement, while Supervisors Orrill and Roeser also advocated for the removal of the two Main Street, Bishop parcels from consideration due to a number of issues, from irrigation concerns to environmental impact. LADWP Property Manager Elsa Jimenez addressed the Board to report that current discussions with the City of Bishop about divesting property in city limits for development could result in additional land availability in the next 1-2 years. Supervisor Kingsley subsequently said he could support removing all currently proposed Bishop parcels.

Supervisor Griffiths made a motion seconded by Supervisor Marcellin to make the changes requested by Supervisor Kingsley and to remove the East South Street proposal (APN 008-190-01) from consideration at this time. The motion failed 2-3, with Supervisors Kingsley, Orrill, and Roeser voting against.

Moved by Supervisor Orrill and seconded by Chairperson Roeser to approve and certify that the Environmental Impact Report for the project was prepared in compliance with the California Environmental Quality Act, and approve Resolution No. 2023-12 approving General Plan Amendment 2023-01/Inyo County, Vacant Lands and Housing Opportunity and Ordinance 1296 approving Zone Reclassification 2023-01/Inyo County, Vacant Lands and Housing Opportunity, with the following parcels and classifications:

General Plan

- Independence (APN 002-160-08) Residential Ranch to Residential Low
- Lone Pine (APN 005-072-07; 005-072-24; 005-072-30) from Public to Residential Medium High

Zone Reclassification

- Independence (APN 002-160-08) from Rural Residential to One Family Residential 12,000-sqft minimum
- Lone Pine (APN 005-072-07; 005-072-24; 005-072-30) from Public to Multiple Family Residential 3-units and above
- Lone Pine (APN 005-072-06) Multiple Family Residential 2-units to Multiple Family Residential 3-units and above

Motion carried 3-2, with Supervisors Griffiths and Orrill voting against.

Public Comment

Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda and there was no one wishing to speak.

*Board Member & Staff
Reports*

There were no reports from the Board or staff members.

Adjournment

The meeting was adjourned at 3:58 p.m. to 8:30 a.m. Tuesday, May 9, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3737

Ordinance Amending Inyo County Code Section Regarding Emergency Medical Services County Administrator/Public Health ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve Ordinance 1297 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 7.56.110(A) of the Inyo County Code Regarding Emergency Medical Services."

BACKGROUND / SUMMARY / JUSTIFICATION:

As part of our current situation with the existing exclusive area operator EMS provider terminating its agreement to provide services and Inyo County's need to establish a temporary provider, staff was required to negotiate a temporary agreement pursuant to the existing Inyo County Code section 7.56.110(A), which limits the duration of a temporary operation permit to 90 days. Given the changing economics of the EMS market place (e.g. a lack of competing and available providers) it is apparent that Inyo County will not likely be able to achieve a long-term solution within a 90-day timeline. In order to facilitate an efficient process and to avoid uncertainty while we work to achieve a long term solution staff recommends your Board lengthen the minimum amount of time available for a temporary provider contract.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt this ordinance. This option is not recommended as it will require staff to continuously renegotiate an agreement with a temporary EMS provider.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Ordinance.7.56.110 Revision (1)

APPROVALS:

Darcy Ellis	Created/Initiated - 5/1/2023
Darcy Ellis	Approved - 5/1/2023
John Vallejo	Approved - 5/1/2023
Nate Greenberg	Final Approval - 5/3/2023

ORDINANCE

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 7.56.110(A) OF THE INYO COUNTY CODE REGARDING EMERGENCY MEDICAL SERVICES

WHEREAS, Inyo County is responsible for regulating emergency medical services within its jurisdiction; and

WHEREAS, given the changing market for emergency medical services Inyo County is at risk of prolonged periods of not having a minimum level of emergency medical service providers in certain areas within the County; and

WHEREAS, the Board desires to amend section 7.56.110(A) to ensure that in the event of a gap in exclusive area operator coverage there is sufficient time to negotiate with a new provider while also installing a temporary operator without an exclusive operating area.

Now, therefore, the Board of Supervisors of the County of Inyo hereby ordains as follows:

Section I: Code Amendment.

Section 7.56.110(A) of the Inyo County Code is hereby amended in its entirety to read as follows:

“A. In the event that an operating area is for any reason without ambulance service, the board of supervisors authorizes the county health officer to grant a conditional operating permit for a period not to exceed eighteen months. In order to obtain a permanent operating permit, the conditional operator shall be required to comply with all provisions of the transportation component of the Inyo County EMS plan.”

SECTION II: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION III: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this day of , 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis
Assistant Clerk of the Board

OCH/BOARD.ORD



INYO COUNTY BOARD OF SUPERVISORS

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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3736

Continuation of Local Emergency County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Emergency Services

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Discuss, consider, and approve staff's recommendation to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

During your March 14, 2023 Board of Supervisors meeting, your Board took action to approve resolution 2023-08, ratifying the Director of Emergency Services's March 7 proclamation of the existence of a local emergency. The local emergency was proclaimed in response to the consecutive severe storm systems that swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023, bringing record amounts of snow and rain to Inyo County, and in anticipation of excessive spring runoff.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2023-08 be updated as necessary, until further evaluation of conditions is completed and staff makes the recommendation to end the emergency.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
The emergency declaration clears the way for Inyo County applying for disaster aid funding.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to continue this emergency, but this is not recommended as we are still dealing with response and recovery to this emergency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Administration, County Counsel

ATTACHMENTS:

1. Spring Runoff 2023 Proclamation - Ratified
2. Spring Runoff 2023 Proclamation

APPROVALS:

Darcy Ellis	Created/Initiated - 5/1/2023
Mikaela Torres	Approved - 5/1/2023
John Vallejo	Approved - 5/1/2023
Nate Greenberg	Final Approval - 5/3/2023

RESOLUTION NO. 2023-XXX

**A RESOLUTION OF THE
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY RESULTING FROM 2023
STORMS AND PROJECTED SPRING RUNOFF CONDITIONS**

WHEREAS, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

WHEREAS, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

WHEREAS, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

WHEREAS, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

WHEREAS, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

WHEREAS, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

WHEREAS, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

WHEREAS, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

WHEREAS, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

WHEREAS, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

WHEREAS, the County of Inyo is not a flood control agency and does not have a flood control district; and,

WHEREAS, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

WHEREAS, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

WHEREAS, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

WHEREAS, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of the storms and projected runoff from precipitation events in 2023, and that these conditions are likely to be beyond the capacity and control of the services, equipment, personnel, facilities and the fiscal resources of the County of Inyo; and,

WHEREAS, the Director of Emergency Services did proclaim the existence of a local emergency within the county on March 7, 2023, a copy of which is attached to this Resolution as Attachment A.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows

Section 1: The Inyo County Board of Supervisors does hereby ratify the declaration of the Director of Emergency Services and proclaims the existence of a Local Emergency in Inyo County as a result of the reasons set forth herein; and,

Section 2: The Inyo County Board of Supervisor's requests the Director of the Governor's Office of Emergency Services concur in this proclamation of a local emergency.

Section 3: A copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Inyo to be a state of emergency.

Section 4: The Inyo County Board of Supervisors request that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for assistance to mitigate and recover from the threats and effects of the 2023 storms and runoff to the safety of property and persons in Inyo County including threats to private, Tribal, and public property and infrastructure, public health, environmental health, and the County's economy described but not limited herein, including additional resources, services, personnel, and equipment.

Section 5: The Inyo County Board of Supervisors will review the need for continuing the Local Emergency at least every 30 days and, if appropriate, take action to terminate the local emergency as of

the earliest possible date that conditions warrant, pursuant to California Government Code Section 8630(c),

APPROVED AND ADOPTED on this 14th day of March, 2023, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair, Board of Supervisors
County of Inyo

**DECLARATION BY THE DIRECTOR OF EMERGENCY SERVICES
FOR THE COUNTY OF INYO, STATE OF CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, consecutive severe storm systems resulting from atmospheric river weather phenomena swept across Inyo County, the Eastern Sierra, and the State of California in January and February 2023 bringing record amounts of snow and rain to Inyo County; and,

WHEREAS, the compounding effects of these storm systems damaged County roads and resulted in isolated flooding that necessitated the Inyo County Board of Supervisors proclaiming a local emergency known as the January 2023 Flood Emergency; and,

WHEREAS, these same storm events resulted in the Governor of the State of California issuing a state of emergency proclamation on January 12 and March 1, and the President of the United States approving major disaster declaration on January 14, 2023; and,

WHEREAS, the State of California Department of Water Resources March 2, 2023 Statewide Snow Water Equivalent reports that the Southern Sierra had 232% of normal-to-date snow water equivalent; and,

WHEREAS, additional atmospheric river events are expected to occur on March 9 and March 14, at temperatures warmer than previous storms, as predicted by the National Weather Service, resulting in rain on snow conditions and an increased likelihood of avalanches and flooding; and

WHEREAS, the City of Los Angeles owns the property rights to 90-percent of the surface water in the Owens Valley and, through its Department of Water and Power, maintains and operates an extensive conveyance system to collect and deliver Owens Valley water to the City of Los Angeles; and,

WHEREAS, even in years of normal, or slightly-above normal snowpack, the runoff can result in isolated flooding and damage to private, Tribal, and public property and infrastructure, including County roads, bridges, and campgrounds; and,

WHEREAS, based on its current forecasts, LADWP estimates that overall April, 2023 through March, 2024 runoff in the Owens River drainage will be 800,000 to 1 million acre-feet of water, and may be more than double the normal amount of runoff of 412,284 acre-feet; and,

WHEREAS, current climate trends toward warmer air temperatures may contribute to and exacerbate periods of excessive snowmelt runoff; and,

WHEREAS, in any year, the timing and volume of snowpack runoff is dependent on temperature and precipitation events which may continue throughout the spring and summer and are intrinsically difficult to predict; and,

WHEREAS, the County of Inyo is not a flood control agency and does not have a flood control district; and,

WHEREAS, the ability to avoid or minimize flooding associated with additional storms and runoff is dependent on LADWP's ability to successfully manage its property, diverting water from creeks and

other conveyance structures, and spreading water through its diversion structures, flood basins, and infrequently used ditches and canals; and,

WHEREAS, 2023 storms and runoff conditions threaten the safety of property and persons in Inyo County by flooding private, Tribal, and public property; damaging or destroying infrastructure including roads, bridges, water conveyance and diversion structures, dust control apparatus, sanitary facilities, and campgrounds; creating conditions that propagate mosquitoes and other vectors that harbor disease and threaten public health; and, posing long-term environmental threats associated with the spread of invasive species; and,

WHEREAS, proactively mitigating and responding to the threatened effects of the 2023 storms and anticipated runoff will help ensure the relative safety and enjoyment of millions of visitors that come to Inyo County to enjoy the unparalleled natural wonders of Inyo County and, in turn, protect the County's tourism economy; and,

WHEREAS, the Director of Emergency Services for the County of Inyo found that threatened conditions of disaster and of extreme peril to the safety of persons and property have arisen in Inyo County as the result of additional storm and projected runoff events in 2023; and,

WHEREAS, the Director of Emergency Services finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts; and,

WHEREAS, Government Code Section 8630, and Inyo County Code Section 2.56.060 empowers the Director of Emergency Services to proclaim the existence of a local emergency when the County Board of Supervisors is not in session and Inyo County is threatened or likely to be threatened by the conditions of disaster or of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment and facilities of this County; and

WHEREAS, the Inyo County Board of Supervisors is not currently in session and cannot immediately be called into session; and

WHEREAS, the Inyo County Board of Supervisors shall take action to ratify this Proclamation within seven days thereafter or the Proclamation shall have no further force or effect.

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by the Director of Emergency Services for the County of Inyo that, for the reasons set forth herein, a local emergency now exists throughout Inyo County; and,

BE IT FURTHER RESOLVED AND REQUESTED that the Director of the Governor's Office of Emergency Services concur in this declaration of a local emergency; and,

BE IT FURTHER RESOLVED AND REQUESTED that Governor of the State of California proclaim a State Emergency in Inyo County; and,

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by State law, by ordinances, and resolutions, and that this emergency shall be deemed

to continue to exist until either the Governor of the State of California, or the Board of Supervisors of the County of Inyo, State of California, proclaims its termination, or if the Board of Supervisors of the County of Inyo does not ratify this proclamation within seven days of its issuance. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California, with a request for additional resources, services, personnel, and equipment.

APPROVED AND ADOPTED on this 7 day of March, 2023, by the Inyo County Inyo County Director of Emergency Services.



Nate Greenberg, County Administrative Officer
Director of Emergency Services
County of Inyo, State of California



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3750

Proposed Resolution Appointing Three Members to Serve on the Solid Waste Hearing Panel

Environmental Health

ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Approve Resolution No. 2023-13 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Superseding and Replacing Resolution No. 2011-16 and Establishing a Solid Waste Independent Hearing Board Pursuant to Public Resources Code Section 44308 and Appointing Three Members Thereto," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This is a required three-person panel that may convene to work toward a resolution should there be a disagreement between the Local Enforcement Agency (LEA) and the Landfill Operator. The third member of the panel is a Supervisor who rotates annually. Supervisor Marcellin was appointed to the panel when the rest of the Board committee assignments were assigned in January. This resolution will formalize his appointment as well as the appointments of Mr. Scott Eagan and Ms. Amy Weurdig.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

We need to formalize this hearing panel to comply with current laws. If your board chooses not to approve this resolution, it could reflect poorly in the next LEA evaluation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Resolution Appointing Solid Waste Hearing Officer Panel

APPROVALS:

Darcy Ellis	Created/Initiated - 5/3/2023
Jerry Oser	Approved - 5/3/2023
Christian Milovich	Approved - 5/3/2023
Amy Shepherd	Approved - 5/3/2023
Nate Greenberg	Final Approval - 5/3/2023

INYO COUNTY RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, SUPERSEDING AND REPLACING RESOLUTION NO. 2011-16 AND ESTABLISHING A SOLID WASTE INDEPENDENT HEARING BOARD PURSUANT TO PUBLIC RESOURCES CODE SECTION 44308 AND APPOINTING THREE MEMBERS THERETO

WHEREAS, California Public Resources Code (PRC) Section 44308 sets forth procedures for designation of an independent solid waste hearing officer panel by the Board of Supervisors, serving as the Local Governing Body of the Local Enforcement Agency (LEA), to hear appeals on the issuance of solid waste facility permits, the conditions on those permits or enforcement orders issued by the LEA; and

WHEREAS, in March 1992, the Inyo County Department of Environmental Health Services was designated by the Inyo County Board of Supervisors as the Local Enforcement Agency (LEA); and

WHEREAS, on April 19, 2011, by Resolution No. 2011-16, the Board of Supervisors established an Independent Hearing Panel pursuant to Public Resources Code section 44308 to hear publicly owned solid waste facility appeals and appointed three members to sit on said panel for two-year terms; and

WHEREAS, subsequent to the April 19, 2011, appointments, the Board has appointed new members to the panel as required by law, which appointments have now expired; and

WHEREAS, pursuant to California Public Resources Code section 44308, the independent hearing panel must be comprised of (1) a member with technical expertise in waste management; (2) a member of the local governing body; and (3) a member representing the public at large, with each member serving a maximum of two, four-year terms;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Inyo County as follows:

SECTION 1: The Inyo County Board of Supervisors hereby rescinds Resolution 2011-16.

SECTION 2: The Inyo County Board of Supervisors hereby establishes an Independent Hearing Panel pursuant to Public Resources Code section 44308 and Title 14, California Code of Regulations, Section 18060, which hearing panel shall be appointed by the Board of Supervisors and consist of (1) one member with technical experience in waste management; (2) one member representing the public at large; and (3) one member of the Board of Supervisors.

SECTION 3: That all members appointed to serve as either technical member or as the public-at-large member of the hearing panel shall serve four-year terms with no member serving more than two four-year terms, and that the Board of Supervisor member shall serve a one-year term.

SECTION 4: That the following individuals be appointed:

- a. Scott Marcellin
Inyo County Board of Supervisors
Independence, CA 93526
Term: January 15, 2023 - January 14, 2024
Representing: Local Governing Body

- b. Scott Eagan
Bishop, CA 93514
Term Number 1: May 9, 2023 - May 8, 2027
Representing: Technical Expertise

- c. Amy Weurdig
Bishop, CA 93514
Term Number 2: May 9, 2023 - May 8, 2027
Representing: Public-at-Large

PASSED AND ADOPTED this 9th day of May 2023, by the following vote of the Inyo County Board of Supervisor:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jennifer Roeser, Chair

ATTEST: Nathan Greenberg
Clerk of the Board

By _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3744

Resolution Designating Inyo Council for the Arts as Inyo County's Partner to the California Arts Council Community Organization/Outside Agency ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve Resolution No. 2023-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County's Partner to the California Arts Council," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo Council for the Arts (ICA) has made its annual request that your Board approve a resolution to designate ICA as the County's partner to the California Arts Council. The California Arts Council requires the designation annually as part of a grant it awards to ICA through a State-Local Partnership Program.

The grant award is used on a variety of programs and services for residents and visitors from Bishop to Lone Pine.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the resolution but this is not recommended, as it's a requirement for Inyo Council for the Arts to receive grant funds they will use on programs countywide for the benefit of both residents and visitors.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo Council for the Arts Request 2023
2. ICA 2023 Resolution

APPROVALS:

Darcy Ellis	Created/Initiated - 5/3/2023
Darcy Ellis	Approved - 5/3/2023
John Vallejo	Approved - 5/3/2023
Nate Greenberg	Final Approval - 5/3/2023



Inyo Council for the Arts

May 1, 2023

Inyo County Board of Supervisors
Post Office Drawer N
Independence, CA 93526

Re: California Arts Council Request

Dear Members of the Board,

Inyo Council for the Arts is pleased to inform you that our organization continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in Inyo County.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution designating Inyo Council for the Arts as the county partner to the California Arts Council for the State and Local Partners grant. Dates covered by this resolution/grant are July 1st 2023 through September 30th 2024 (to align with new funding timeline).

I have attached a sample resolution and we are requesting that you place the item on the agenda for consideration and authorization at your earliest convenience.

If you have any questions, or require further information, please do not hesitate to contact me. Thank you for your continuing support of ICA and our many events, projects and programs.

Sincerely,

Lynn Cooper
Executive Director

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS
THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL**

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated the County's partner to the State Council; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council.

Passed and Adopted by the Inyo County Board of Supervisors this ____ day of _____, _____ by the following vote of the Board of Supervisors:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Chairperson, Inyo County Board of Supervisors

Attest: _____

By: _____

RESOLUTION NO. 2023-XX

***A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS
THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL***

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated the County's partner to the State Council; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council for the period of July 1, 2023 through September 30, 2024.

Passed and Adopted by the Inyo County Board of Supervisors this 9th day of May, 2023 by the following vote of the Board of Supervisors:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3719

Eastern Sierra Engineering Contract Amendment 2 Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve and authorize the Public Works Director to sign Amendment 2 to the design contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV, increasing the contract under Amendment 1 from \$154,530.17 to \$165,430.17.

BACKGROUND / SUMMARY / JUSTIFICATION:

Eastern Sierra Engineering (ESE) is currently under contract to design multiple segments of guardrail on Onion Valley Road. Due to the engineer's estimate coming in well above the available HSIP grant funding, the decision was made to value engineer the project, with the goal of reducing the magnitude of the bids received from potential contractors. This Value Engineering work is estimated to save Inyo County several hundred thousand dollars in construction costs on the Onion Valley Guardrail Project. If the plans were allowed to go to bid as drawn it would have easily put the final bid amounts well above the HSIP grant amount of \$997,000.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034601
Budgeted?	Yes	Object Code	5715
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
N/A			
Additional Information			
N/A			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

There are no alternatives. Public Works requested that Eastern Sierra Engineering (ESE) perform Value Engineering work after they had completed the plans. The Board could choose not to authorize the

Public Works Director to amend the contract with Amendment 2 and the vendor would not be paid for the value engineering work they performed for us.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Eastern Sierra Engineering Contract Amendment No. 2
2. Eastern Sierra Engineering Contract Change Order No. 1
3. Budget Amendment for Eastern Sierra Engineering Onion Valley Contract

APPROVALS:

Greg Waters	Created/Initiated - 4/24/2023
Darcy Ellis	Approved - 4/25/2023
Greg Waters	Approved - 4/25/2023
Breanne Nelums	Approved - 4/25/2023
Michael Errante	Approved - 4/25/2023
John Vallejo	Approved - 4/25/2023
Amy Shepherd	Approved - 4/25/2023
Nate Greenberg	Final Approval - 5/3/2023

INYO COUNTY CONTRACT AMENDMENT FORM

PROJECT: Onion Valley Guardrail Project

AMENDMENT NO. 2

OWNER: Inyo County Public Works

DATE: May 9, 2023

CONSULTANT: Eastern Sierra Engineering

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

DESCRIPTION AMOUNT

Increase Contract for Value Engineering Services Rendered and to Restore ‘Bid Process Services’ and ‘Services During Construction’

Original Contract Amount.....	<u>\$137,956.17</u>
Amount for previous Amendment	\$16,574
Contract amount prior to this Amendment	<u>\$154,530.17</u>
Amount of this Amendment	<u>\$10,900</u>
NEW CONTRACT AMOUNT including this Amendment	<u>\$165,430.17</u>

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

ACCEPTED BY:

CONSULTANT: _____ DATE: _____

OWNER: _____ DATE: _____

Mike Errante, Director of Public Works



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

CIVIL ENGINEERING & CONSTRUCTION SERVICES

March 18, 2023

21350

Greg Waters
Senior Engineer
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

RE: Amendment 2 to Onion Valley Guardrail Project

Dear Greg:

Eastern Sierra Engineering, P.C. (ESE) requests your consideration of this amendment request for additional services for the above-referenced project. These additional services result from our field meeting on November 16, 2022, with the goal of maximizing road widths by realigning the guardrail and reducing construction cost by reconfiguring terminal end systems. Based on subsequent conversations, you allowed ESE to use the previously-approved budgets for bid and construction phase services to complete the revisions. This amendment will restore the budgets to the bid and construction phase services tasks that were approved in the original contract. It also includes hours beyond those amounts that were required to complete the design and time to package the project plans and specifications when the project is ready to be issued for bids. The breakdown of costs is below:

Restore Bid Process Services Amount	\$1,350
Restore Services During Construction Amount	\$950
Additional Design Cost Beyond Original Contract Amount	<u>\$8,600</u>
Total Amendment 2	\$10,900

If you have any questions or comments, or if you require additional information, please do not hesitate to contact me at (775) 291-6337 or jroman@esengr.com.

Sincerely,
Eastern Sierra Engineering, P.C.

A handwritten signature in blue ink that reads 'Jennifer G. Roman'.

Jennifer G. Roman, PE
Senior Engineer

JGR/

Enclosure



CIVIL ENGINEERING & CONSTRUCTION SERVICES

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

Sent via email to: gwaters@inyocounty.us

PROJECT INVOICE

Invoice Number: 230321
Date: 4/7/2023
Work Performed Through: 4/1/2023

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

Project: Onion Valley Guardrail Project

Project No: 21.3.50

Description of Work Performed: Civil design & traffic analysis services. Services performed 01/26/2023 through 04/01/2023.

Table with 5 columns: Services, Name, Hours, Rate, Amount. Includes rows for Design Manager, Civil Design Engineer, Civil Design, Subtotal Task 5, Total Direct Labor Costs, and Total This Invoice.

Please make checks payable to: Eastern Sierra Engineering, PC.
4515 Towne Drive
Reno, NV 89521

Thank you for your business. Payment is due within 30 days.

Eastern Sierra Engineering is dedicated to exceptional customer service, protecting your confidential information and assuring you a safe payment experience. As a proactive measure and due to the ever increasing number of reported cybersecurity incidents in the United States and abroad, we are urging our customers to be doubly vigilant in reviewing email communications that may use an unknown sender address or domain name, but purport to be from Eastern Sierra Engineering. Please note that Eastern Sierra Engineering will not request payment by wire transfer. If you have any questions about our policies or receive a questionable email purporting to be from us, we ask you to contact us immediately by telephone.

Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

January 28, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		1/22/2023	1/23/2023	1/24/2023	1/25/2023	1/26/2023	1/27/2023	1/28/2023	
	[REDACTED]								
	meeting								
21350	Inyo County Public Works:21350 Onion Valley Guardrail- Task 5 Design;Guardrail extensions					1.00			1.00
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: *Jennifer A. Roman*

Date: 1/30/2023

Approved: *[Signature]*

Date: 1/31/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

February 4, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		1/29/2023	1/30/2023	1/31/2023	2/1/2023	2/2/2023	2/3/2023	2/4/2023	
	[REDACTED]								
	meeting, maintenance meeting								
21350	Inyo County Public Works:21350 Onion Valley Guardrail-Task 5 Design;Guardrail extensions					1.00	1.00		2.00
	[REDACTED]								
	[REDACTED]								
	proposal								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								
Total Daily Hours									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: *Jennifer A. Roman*

Date: 2/7/2023

Approved: *[Signature]*

Date: 2/7/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

February 11, 2023

Job Number	Project Name Description of Work Performed	Sunday 2/5/2023	Monday 2/6/2023	Tuesday 2/7/2023	Wednesday 2/8/2023	Thursday 2/9/2023	Friday 2/10/2023	Saturday 2/11/2023	TOTAL
	[REDACTED]								
	NCM Egg Corp 21246 CT T6 Kappa DP								
	[REDACTED]								
22558	Env Study Request, Environmental Request meeting								
21350	Inyo County Public Works:21350 Onion Valley Guardrail- Task 5 Design;Guardrail extensions		4.00						4.00
	[REDACTED]								
	[REDACTED]								
	Wall Options								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								
Total Daily Hours									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: Jennifer A. Roman

Date: 2/13/2023

Approved: [Signature]

Date: 2/13/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

February 18, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/12/2023	2/13/2023	2/14/2023	2/15/2023	2/16/2023	2/17/2023	2/18/2023	
[REDACTED]	[REDACTED]								
[REDACTED]	NCM Eng Corp:21246 CT T6 Keene RR transitions, CRZ costs								
[REDACTED]	[REDACTED]								
21350	Inyo County Public Works:21350 Onion Valley Guardrail- Task 5 Design;Guardrail extensions			1.00	2.00	1.00			4.00
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
[REDACTED]	[REDACTED]								
3	LABORATORY								
18	COMP TIME								
4	SICK								
[REDACTED]	[REDACTED]								
6	HOLIDAY								
Total Daily Hours									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: Jennifer A. Roman

Date: 2/20/2023

Approved: [Signature]

Date: 2/20/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

February 25, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/19/2023	2/20/2023	2/21/2023	2/22/2023	2/23/2023	2/24/2023	2/25/2023	
	[REDACTED]								
	NGM Egg Corp 21246 CT T6 Keene RR								
	[REDACTED]								
	Existing Conditions for DSDB, superelevation transitions,								
21350	Inyo County Public Works:21350 Onion Valley Guardrail- Task 5 Design;Guardrail extensions			1.00	2.00	2.00			5.00
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	Exiting access projects								
3	LABORATORY								
18	COMP TIME								
4	SICK								
	[REDACTED]								

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: Jennifer A. Roman

Date: 2/27/2023

Approved: [Signature]

Date: 2/27/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

March 4, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/26/2023	2/27/2023	2/28/2023	3/1/2023	3/2/2023	3/3/2023	3/4/2023	
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
21350	Inyo County Public Works:21350 Onion Valley Guardrail-Task 5 Design; Amendment Request			1.00					1.00
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								
Total Daily Hours									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: *Jennifer A. Roman*

Date: 3/6/2023

Approved: *[Signature]*

Date: 3/6/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Jennifer G. Roman

Employee #: 32

Week Ending: Saturday

March 11, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		3/5/2023	3/6/2023	3/7/2023	3/8/2023	3/9/2023	3/10/2023	3/11/2023	
	[REDACTED]								
	[REDACTED]								
21350	Inyo County Public Works:21350 Onion Valley Guardrail-Task 5 Design; Amendment Request			1.00					1.00
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: Jennifer A. Roman

Date: 3/13/2023

Approved: [Signature]

Date: 3/13/2023



Eastern Sierra Engineering, P.C.

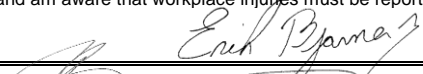
EXEMPT Employee Timesheet

Employee: Erik Bjarner Employee #: 65 Week Ending: Saturday February 4, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		1/29/2023	1/30/2023	1/31/2023	2/1/2023	2/2/2023	2/3/2023	2/4/2023	
21350	Inyo Co Public Works: 21350 Onion Valley Guardrail- Task 5 Staff Engineer/Designer; changing layouts to OV NCM Eng Corp: 21346 CT T6 Keene RR 180 05 99 DSDD		5.00	4.00	4.00	3.00			16.00
[REDACTED]									
[REDACTED]									
[REDACTED]									
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								
Total Daily Hours									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: 

Date: 2/7/2023

Approved: 

Date: 2/7/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Erik Bjarner Employee #: 65 Week Ending: Saturday February 11, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/5/2023	2/6/2023	2/7/2023	2/8/2023	2/9/2023	2/10/2023	2/11/2023	
21350	Inyo Co Public Works: 21350 Onion Valley Guardrail- Task 5 Staff Engineer/Designer; changing layouts to OV		4.00	4.00	4.00	3.00	1.00		16.00
	[REDACTED]								
	[REDACTED] obstacles. Add CRZ and slope tables.								
	[REDACTED]								
	[REDACTED] and callouts								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: *Erik Bjarner*

Date: 2/13/2023

Approved: _____

Date: 2/13/2023



Eastern Sierra Engineering, P.C.
EXEMPT Employee Timesheet

Employee: Erik Bjarner Employee #: 65 Week Ending: Saturday February 18, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/12/2023	2/13/2023	2/14/2023	2/15/2023	2/16/2023	2/17/2023	2/18/2023	
21350	Inyo Co Public Works: 21350 Onion Valley Guardrail- Task 5 Staff Engineer/Designer; changing layouts to OV		4.00	5.00	5.00	4.00	3.00		21.00
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	[REDACTED]								
	call with Jennifer.								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								
Total Daily Hours									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: Erik Bjarner

Date: 2/20/2023

Approved: [Signature]

Date: 2/20/2023



Eastern Sierra Engineering, P.C.

EXEMPT Employee Timesheet

Employee: Erik Bjarner Employee #: 65 Week Ending: Saturday February 25, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/19/2023	2/20/2023	2/21/2023	2/22/2023	2/23/2023	2/24/2023	2/25/2023	
21350	Inyo Co Public Works: 21350 Onion Valley Guardrail- Task 5 Staff Engineer/Designer; changing layouts to OV & changing costs.			6.00	4.00	5.00	3.50		18.50
[REDACTED]									
[REDACTED]									
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
[REDACTED]									

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection

I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: 

Date: 2/27/2023

Approved: 

Date: 2/27/2023



Eastern Sierra Engineering, P.C.
EXEMPT Employee Timesheet

Employee: Casey Carriere Employee #: _____ Week Ending: Saturday February 18, 2023

Job Number	Project Name Description of Work Performed	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	TOTAL
		2/12/2023	2/13/2023	2/14/2023	2/15/2023	2/16/2023	2/17/2023	2/18/2023	
21350	Inyo County Public Works:21350 Onion Valley Guardrail -Task 1 Project Management -coordination for seg 16 and 18 site visit		1.00	1.00					2.00
9	ADMINISTRATION								
3	LABORATORY								
18	COMP TIME								
4	SICK								
5	VACATION								
6	HOLIDAY								

Codes: 1-Testing, 2-Design, 10-Marketing, 15-Q/C, Inspection
 I hereby certify that the timesheet hours are correct and that I have not suffered an unreported workplace injury this pay period, and am aware that workplace injuries must be reported to my supervisor immediately.

Employee Signature: Casey Carriere
 Approved: _____

Date: 2/20/2023
 Date: 2/20/2023



In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of September 2022 an order was duly made and entered as follows:

*Public Works –
ESE Design
Contract Change
Order #1* Moved by Supervisor Roeser and seconded by Supervisor Kingsley to authorize the Public Works Director to sign Change Order No. 1 (Task Order 8) to the design contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV, increasing the original contract amount of \$137,956.17 by \$16,574 to a total of \$154,530.17. Motion carried unanimously 4-0, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 6th
Day of September, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>September 22, 2022</i>



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 6, 2022

FROM: Greg Waters

SUBJECT: Eastern Sierra Engineering Contract Change Order #1 Task Order #8

RECOMMENDED ACTION:

Request Board authorize the Public Works Director to sign Change Order No. 1 (Task Order 8) to the design contract between the County of Inyo and Eastern Sierra Engineering of Reno, NV, increasing the original contract amount of \$137,956.17 by \$16,574 to a total of \$154,530.17.

SUMMARY/JUSTIFICATION:

Eastern Sierra Engineering is currently under contract to design multiple segments of guardrail on Onion Valley Road. At Segment #10, the hillside below the guardrail has eroded to the extent that there is no longer enough shoulder to install the guardrail, and the existing traffic lane is in danger of collapse. Slope stabilization and road section remediation is not currently part of the designer's scope of work. Change Order #1 adds the design of a thickened concrete moment slab to guardrail section Segment #10 to repair a hillside condition that is threatening one lane of roadway and will provide sufficient width of shoulder to install a new guardrail.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. There is \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project. Eastern Sierra Engineering is currently under contract to provide design services for guardrail only. Current contract amount is \$137,956.17.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

There are no alternatives. The Board could choose not to amend the contract with Change Order #1 and Segment #10 would be without a new and sufficient guardrail, and eventually the affected traffic lane would collapse.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Inyo County received a Highway Safety Improvement Program (HSIP) grant on March 26th, 2021 for \$997,000. The County is currently authorized to spend up to \$173,000 on design services. This contract is paid out of budget 034601 State Funded Road and object code 5715 Onion Valley Guardrail.

ATTACHMENTS:

1. Eastern Sierra Engineering/Onion Valley Contract
2. Changer Order 1 , Task 8

APPROVALS:

Greg Waters	Created/Initiated - 8/18/2022
Darcy Ellis	Approved - 8/19/2022
Michael Errante	Approved - 8/19/2022
Breanne Nelums	Approved - 8/23/2022
John Vallejo	Approved - 8/23/2022
Amy Shepherd	Final Approval - 8/24/2022

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of December 2021 an order was duly made and entered as follows:

*Public Works –
Budget Amendment,
Onion Valley
Guardrail Project*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: increase estimated revenue in State Other - 4499 by \$137,957.00 and increase appropriation in Onion Valley Guardrail Project - 5715 by \$137,957.00 (*4/5ths vote required*);
- B) Declare Eastern Sierra Engineering of Bishop, CA a sole-source provider of Environmental and Engineering Consultant Services;
- C) Approve the contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA for the provision of Environmental and Engineering Consultant Services in an amount not to exceed \$137,956.17 for the period of December 7, 2021 through July 31, 2023, contingent upon the Board's approval of future budgets; and
- D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 7th
Day of December, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>December 17, 2021</i>



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 7, 2021

FROM: Trevor Taylor

SUBJECT: Award Consultant Contract for the Onion Valley Guardrail Project

RECOMMENDED ACTION:

Request Board:

- A) amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: increase estimated revenue in State Other - 4499 by \$137,957.00 and increase appropriation in Onion Valley Guardrail Project - 5715 by \$137,957.00 (4/5ths vote required);
- B) declare Eastern Sierra Engineering of Bishop, CA a sole-source provider of Environmental and Engineering Consultant Services;
- C) approve the contract between the County of Inyo and Eastern Sierra Engineering of Bishop, CA for the provision of Environmental and Engineering Consultant Services in an amount not to exceed \$137,956.17 for the period of December 7, 2021 through July 31, 2023, contingent upon the Board's approval of future budgets; and
- D) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Inyo County received notification of a successful Highway Safety Improvement Program (HSIP) Cycle 10 grant application on March 26, 2021. The Project identified in the grant submittal encompasses removing the existing guardrail at 18 different locations along Onion Valley Road near the town of Independence and replacing it with guardrail meeting current standards. There is \$997,000 of state-only funds available for the Environmental, Design, and Construction of the project.

The Department of Public Works released a Request for Proposals (RFP) on August 20th, 2021 for Environmental and Engineering Consultant Services in support of the design phase of the Onion Valley Guardrail Project. Proposals were due on October 6th, 2021. Only one proposal was received from Eastern Sierra Engineering despite efforts to promote competition. It is considered "non-competitive A&E procurement" when fewer than three proposals are received and additional documentation and justification are required to move forward with the award. Re-advertisement of the RFP was considered as a potential option but Public Works recommended proceeding with contract negotiation for the following reasons: 1) the RFP was sent directly to seven different consulting firms who have performed similar work on Inyo County projects in the past; 2) the RFP was advertised on a distribution website to aid in reaching additional interested firms; and 3) the time frame to turn in proposals was extended to 48 days from the minimum requirement of 21 days as a further step to garner more interest. All required documentation to support a sole source award has been completed and will be retained in the project files.

After successfully negotiating contract terms, level of effort, and cost items, the contract for Environmental and Engineering Services in support of the Onion Valley Guardrail Project is being presented to your Board for approval and award to Eastern Sierra Engineering of Bishop, CA in an amount not to exceed \$137,956.17.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the consultant contract to Eastern Sierra Engineering and the Request for Proposals can be re-advertised in an attempt to solicit additional competition. This is not recommended as this option was considered prior to beginning contract negotiations with Eastern Sierra Engineering. The Caltrans required documentation for "non-competitive A&E procurement" has been completed and a Public Interest Finding - Equivalent justification is in the project files.

OTHER AGENCY INVOLVEMENT:

Caltrans - Reimbursement of incurred costs

FINANCING:

This project is 100% reimbursable through the Highway Safety Improvement Program with a state-only funded designation. Project costs will be paid for through the State Funded Road Budget 034601 object code 5715 - Onion Valley Guardrail Project.

ATTACHMENTS:

1. Eastern Sierra Engineering Contract
2. Memo: Non-Competitive A&E Justification

APPROVALS:

Trevor Taylor	Created/Initiated - 11/8/2021
Darcy Ellis	Approved - 11/8/2021
Trevor Taylor	Approved - 11/8/2021
Breanne Nelums	Approved - 11/8/2021
John Pinckney	Approved - 11/9/2021
Denelle Carrington	Approved - 11/9/2021
John Vallejo	Approved - 11/9/2021
Amy Shepherd	Approved - 11/9/2021
Michael Errante	Final Approval - 11/9/2021

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Eastern Sierra Engineering**
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Eastern Sierra Engineering (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

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

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on 12/7/2021, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 7/31/2023, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$8,689.40. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Trevor Taylor
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed
\$ 137,956.17.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

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

7. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

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

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. COUNTY PROPERTY

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

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

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant **MUST SUBMIT ITS FINAL INVOICE TO** local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid

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

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

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

County of Inyo:
Public Works _____ Department
PO Drawer Q _____ Address
Independence, CA 93526 _____ City and State

Consultant:
Eastern Sierra Engineering _____ Name
4515 Towne Drive _____ Address
Reno, NV 89521 _____ City and State

32. ENTIRE CONTRACT

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

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF December, 2021.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Jeff Griffiths, Chair
Print or Type Name

By: 
Signature
Gerald Jensen, President
Print or Type Name

Dated: 12/07/2021

Dated: 11/09/2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel


APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCOPE OF WORK:

Eastern Sierra Engineering of Bishop, CA will be providing the environmental and engineering design services for the Onion Valley Guardrail Project, HSIPSL-5948(102). The scope of work attached includes the tasks and deliverables that will comprise the work.

Optional Environmental Tasks are not anticipated to be required and will only be authorized via contract amendment if found necessary. Optional Eastern Sierra Engineering Tasks 6 and 7 are included in the approved scope of work; the consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services are shown in Attachment B to the Contract.

Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

SCOPE OF WORK

Task 1 - Project Management -ESE

ESE's project manager, David Grah, will be responsible for management of this project from the Bishop office with support from the Reno office. He will work closely with the Inyo County Project Manager to coordinate overall work on the project and will be responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, conducting field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. David has established working relationships with Caltrans District 9 Local Assistance and all subconsultants from previous ESE and City of Bishop projects as well as Caltrans Work experience.

Deliverable: Quality project on time and within budget.

Task 2 - Preliminary Engineering Studies - ESE

The preliminary engineering phase of the project will refine project scope including as needed for Task 5. This will be accomplished by reviewing and considering all available project materials including the project initiation materials as well as performing early engineering of the project. Important activities during this task include evaluating constructability of the various sites, determining preliminary end treatment approaches, and potentially meeting with the United States Forest Service (USFS), the underlying land owner. At the completion of work on this task, project parameters will be established to be used in environmental studies and in final design of the project.

Work on this task will include the development of preliminary project plans developed on base mapping produced in Task 3 and cost estimate. Preliminary plans are anticipated to include:

- ▶ Title Sheet
- ▶ Notes, Legend, and Abbreviations
- ▶ Plan Sheets (10 Scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets

Deliverables: 30% Preliminary plans and associated preliminary estimate. Plans will be D size drawings, 24 by 36 inches.



Task 3 - Surveys and Mapping – Bear/ESE

This task will include researching Inyo County and BEAR Engineering records for information applicable to the project. An aerial control survey to establish horizontal and vertical control will be performed using GPS-RTK survey methods using an NGS Opus solution of GPS receiver data. GPS-RTK survey shall include ground control for each drone flight and fill-in measurements of existing improvements as needed. Survey control shall be in CCS (NAD 83) Zone IV, US Feet using Geoid 2012. A base map including monumentation, measured improvements and topographic contours will be prepared.

Deliverables: Base maps in AutoCAD Civil 3D 2021 format (also see Task 5 deliverables), images, notes

Task 4 - Environmental Studies and Documentation – Geōde

The environmental task includes the following activities.



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Anticipated Activities (these activities are included in the proposal and cost):

Environmental Project Description

Upon project initiation and working in conjunction with ESE and county staff, Geōde will create a concise project description that describes the nature and scope of the project. The project description will address the type of improvements, level of disturbance, and type of equipment to be used as well as an implementation schedule. Geōde will liaise with the United States Forest Service early in the project initiation process to ensure the correct jurisdictional agencies are engaged in the project's environmental documentation and analysis.

CEQA Categorical Exemption (CE)

Geōde will complete the environmental review of the anticipated CEQA documentation. This documentation includes, but is not limited to: field, literature and electronic database reviews; and technical analysis. Technical studies are not anticipated, as the project involves negligible or no expansion of use. As the shoulders along Onion Valley Road have been previously disturbed from grading and driving, the installation of the guardrail is anticipated to be exempt under a CEQA as an existing facility.

ECR/MMRP

Geōde will ensure compliance with any jurisdictional permits and project avoidance, minimization, and mitigation measures using an Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan (MMRP). The ECR/MMRP is a matrix noting the necessary environmental provisions, with the associated industry Best Management Practices (BMPs), Caltrans Standard Specifications (if relevant), and agency permits which guide the implementation of measures which ensure the project in part and cumulatively will have a less-than-significant impact. The ECR/MMRP document will assist both the county and the contractor, track and monitor the implementation of these measures. These collective efforts are anticipated to fulfil the project's CEQA/NEPA and permitting requirements.

Coordination, Project Management & Meetings

Geōde will assume the lead role in environmental project management, preparation, and oversight of the CEQA/NEPA document(s), and scheduling meetings both with the project team and regulatory agencies.

Optional Activities (these activities are not included in the proposal and cost but could be added):

NEPA Categorical Exclusion (CE)

This is an optional activity. Although only a CEQA CE is anticipated for this project, if a federal nexus is established for the project by the USFS or another agency, a NEPA CE would be anticipated. In this case Geōde will assess if project actions will individually or cumulatively result in significantly affecting the quality of the human environment. It is possible the USFS may wish to take the lead on the document at the NEPA lead agency.

Permitting

This is an optional activity. Though Independence Creek does run adjacent to some of the project footprint, all activities are limited to upland areas and environmental permitting for impacts to waters are not anticipated. In addition, implementation of BMP's such as ESA fencing along the work near the creek could prevent project impact. Still, if required, the following permits could will be obtained as part of this activity: United States Army Corps of Engineers 404 Permit, Lahontan 401 Permit, California Department of Fish and Wildlife 1602 Permit.

Deliverables: California Environmental Quality Act Categorical Exemption and Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan, if needed.



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Task 5 - Design – ESE

ESE will design the improvements and prepare the plans, specifications, and estimates in accordance with Inyo County standards, Caltrans standards, and AASHTO Geometric Design guidelines to meet the project scope defined in Task 2. ESE will provide support and participate in meetings with USFS and other resource agencies about the project, as necessary. Any alternatives would be presented to the county for final selection during this task. Traffic control and erosion control would be included in the work and public safety would be of special concern due to switchbacks creating work zones above other sections of road. About three rounds of county review and ESE update is anticipated as part of this task.

Final plans to include:

- ▶ Title Sheet
- ▶ Notes, Legend and Abbreviations
- ▶ Plan Sheets (10 scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets
- ▶ Construction Area Sign Sheets
- ▶ Erosion Control Plans
- ▶ Traffic Control Plans

Specifications are anticipated to include technical specifications that will be a combination of Caltrans specifications and special provisions developed by ESE and the County.

Cost Estimates will be estimates of probable construction costs and will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Deliverables: Plans, specifications, and estimates at 60%, 90%, and final contract documents. Plans will be D size drawings, 24 by 36 inches. Base map and plan deliverables will include 2 hard copy sets and an electronic version on media. One paper copy of specifications will be provided and an electronic copy will be provided on the media with the plans.

Task 6 - Bid Process (Optional) – ESE

This task is optional as needed by the county. As part of Task 5, ESE would provide an electronic copy of the final approved plans and specifications and a hard copy of the final approved specifications. The electronic copy of the plans would be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications would be provided in both Microsoft Word format and PDF format. ESE would respond to questions that arise during the bidding phase and prepare addendums for distribution by the county, as necessary. If desired by the county, ESE would also provide assistance in the evaluation of bids and award recommendation, but in accordance with the RFP, these services are not included.

Deliverables: Final Plans and specifications, responses to questions during bidding and addendums, if necessary.

Task 7 – Services during construction (Optional) – ESE

This task is optional as needed by the county. Under this optional task ESE would participate in one pre-construction conference and answer questions as directed by the County. ESE would provide other services after contract award including reviewing contractor submittals, responding to Requests for Information (RFI), preparing and/or reviewing change orders, supporting the County on Contractor claims, and performing field visits or meetings as requested. Communication with the contractor would be logged and returned through the County to maintain continuity and lines of communication. In addition to these services listed in the



Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Request for Proposals, ESE could provide additional services during construction such as resident engineer, inspection, and material testing services.

Deliverables: Meeting participation, review of submittals, other responses



ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCHEDULE OF FEES:

The Consultant shall be compensated for actual costs incurred plus a fixed fee (10%) at the rates shown in the attached cost proposal submitted by Eastern Sierra Engineering dated 10/6/2021 for the scope of services described in Attachment A to the Contract, Scope of Work. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$137,956.17. If an increase to the project cost is expected, request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors prior to incurring the increase. Any increase to the not to exceed amount will be effective by written Amendment to the Contract only.

The Director of Public Works can add to or modify the approved job classification list as necessary to account for personnel changes at Eastern Sierra Engineering. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Eastern Sierra Engineering PC

Project No. HSIPSL-5948(102) Contract No. ZP-21-019 Date 10/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>See Attached</u>			\$ _____	\$ 32172.85
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 32,172.85
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 13.68
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 32,186.53**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 36.15%) e) Total Fringe Benefits [(c) x (d)] **\$ 11,635.43**
- f) Overhead (Rate: 133.82%) g) Overhead [(c) x (f)] **\$43,072.01**
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 54,707.45**

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 8,689.40**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	880		\$.56	\$492.80
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets	120		\$3	\$360.00
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** \$852.80

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: <u>Bear Engineering</u>	<u>\$24,420.00</u>
Subconsultant 2: <u>Geode</u>	<u>\$17,100.00</u>
Subconsultant 3: _____	<u>\$</u>
Subconsultant 4: _____	<u>\$</u>

m) **TOTAL SUBCONSULTANTS' COSTS** \$41,520.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$ 42,372.80**

TOTAL COST [(c) + (j) + (k) + (n)] **\$137,956.17**

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Direct Labor

Classification/ Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	David Grah*	92	\$65.00	\$5,980.00
Design Manager	Debbie Jenkins *	38	\$62.50	\$2,375.00
Principal Engineer	Gerald Jensen	32	\$48.07	\$1,538.24
Senior Engineer	Christine Katz*	233	\$57.69	\$13,441.77
Civil Design Engineer	Daniel Sandoval*	17	\$39.42	\$670.14
Civil Design Engineer	Erik Bjarner*	208	\$28.13	\$5,851.04
Civil Design Engineer	Cole Herbert	7	\$28.84	\$201.88
Civil Design Engineer	Andrew Myers	7	\$27.00	\$189.00
Civil Design Engineer	Baily Mirtle	7	\$26.92	\$188.44
Civil Design Engineer	Peter Sebaaly	7	\$34.62	\$242.34
Sr. Cadd Technician	Jill Cartright	26	\$33.00	\$858.00
Sr. Cadd Technician	Jody Hughes	26	\$24.50	\$637.00
Total				\$32,172.85

2023 Salary Increases

Senior Engineer	Christine Katz*	8	\$1.15	\$9.20
Civil Design Engineer	Erik Bjarner*	8	\$0.56	\$4.48
Total				\$13.68

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

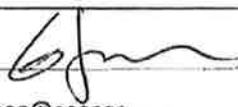
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Gerald G. Jensen Title: President
 Signature:  Date of Certification (mm/dd/yyyy): 10/06/2021
 Email: gjensen@esengr.com Phone Number: 775-828-7220 x204
 Address: 4515 Towne Drive, Reno, NV 89521

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Design, PS&E and construction support services

Cost Proposal for Onion Valley Guardrail Project
 Eastern Sierra Engineering
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandoval*	Erik Bjamer*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
		Constructability Review	Engineering Design Mgr	Senior Civil Design Engineer	Project Manager / Design	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Senior Drafter	Senior Drafter
	Rate 2022	129.77	168.73	155.75	175.48	106.43	75.83	77.86	78.15	72.36	93.46	66.14	89.09
	Rate 2023	132.37	172.11	158.86	178.99	108.56	77.35	79.42	79.71	73.81	95.33	67.47	90.87
	Rate 2024	137.66	178.99	165.22	186.15	112.9	80.44	82.59	82.56	76.76	99.15	70.16	94.51
Task Description	Rate 2025	145.92	189.73	175.13	197.32	119.68	85.27	87.61	87.55	81.37	105.09	74.37	100.18
Task 1 - Project Management													
Task 1 Hours Subtotal		0	0	40	16	0	0	0	0	0	0	0	0
Task 1 Labor Costs		\$ -	\$ -	\$ 6,230.00	\$ 2,807.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Non Labor Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 ESE Total	\$ 9,037.68												
Total Not To Exceed Task 1 (plus fixed fee)	\$ 9,037.68												
Task 2 - Preliminary Engineering Studies													
Site Visits (4 total)				12	6		12						
Review PID				4	2	1	4	1	1	1	1		
Evaluate Sites for Constructability and End Treatments	16			32	8	4	32						
USFS Meeting				4	4		4						
NLA Sheet													
Overall Site Plan (one sheet)				4	4		10					4	4
Plan Sheets at 1"=20' (15 sheets)			6	16	6	8	16	2	2	2	2	4	4
Details (5 sheets 4 per sheet)				10			12					4	4
Cost Estimate	4			6	2		6						
QA/QC			8										
Plans Submittal				1			4						
Task 2 Hours Subtotal		20	14	89	32	13	100	3	3	3	3	12	12
Task 2 Labor Costs		\$ 2,595.40	\$ 2,362.22	\$ 13,861.75	\$ 5,616.36	\$ 1,383.59	\$ 7,583.00	\$ 233.58	\$ 234.45	\$ 217.08	\$ 280.38	\$ 793.68	\$ 1,069.08
Task 2 Non Labor Costs													
Task 2 ESE Total	\$ 36,229.57			\$ 123.00		\$ 123.00							
Task 2 ESE Other Direct Costs	\$ 246.00												
Total Not To Exceed Task 2 (plus fixed fee)	\$ 36,475.57												
Task 3 - Surveys and Mapping													
Support for Bear - Topography				1	1		1						
Task 3 Hours Subtotal		0	0	1	1	0	1	0	0	0	0	0	0
Task 3 Labor Costs		\$ -	\$ -	\$ 155.75	\$ 175.48	\$ -	\$ 75.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Non Labor Costs													
Task 3 ESE Total	\$ 407.06												
Task 3 Bear Total	\$ 24,420.00												
Total Not To Exceed Task 3 (plus fixed fee)	\$ 24,827.06												
Task 4 - Environmental Studies and Documentation													
Support for Geode				3	3		3						
Task 4 Hours Subtotal		0	0	3	3	0	3	0	0	0	0	0	0
Task 4 Labor Costs		\$ -	\$ -	\$ 467.25	\$ 526.44	\$ -	\$ 227.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Cost Proposal for Onion Valley Guardrail Project
 Eastern Sierra Engineering
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandoval*	Erk Bjamer*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
Task 4 - Non Labor Costs													
Task 4 ESE Total	\$ 1,221.18												
Task 4 Geode Total	\$ 17,100.00												
Total Not To Exceed Task 4 (plus fixed fee)	\$ 18,321.18												
Task 5 - Design													
Caltrans Encroachment Permit				2	4		4						
USFS Meeting and Coordination				20	8		16						
Title Sheet				2									
NLA Sheet												2	2
Plan Sheets at 1"=20' (15 sheets)			8	20	8	4	20	4	4	4	4	2	2
Details (5 sheets 4 per sheet)				12	4		20					10	10
Specifications				24	16								
Cost Estimate		4		8									
Constructability Review		8					32						
QA/QC			16										
Plans Submittal				4			4						
Task 5 Hours Subtotal		12	24	92	40	4	96	4	4	4	4	14	14
Task 5 Labor Costs		\$ 1,557.24	\$ 4,049.52	\$ 14,329.00	\$ 7,019.20	\$ 425.72	\$ 7,279.68	\$ 311.44	\$ 312.60	\$ 289.44	\$ 373.84	\$ 925.96	\$ 1,247.26
Task 5 Non Labor Costs	Travel			\$ 123.00		\$ 123.00							
Task 5 ESE Total	\$ 38,120.90												
Task 5 ESE Other Direct Costs	\$ 246.00												
Total Not To Exceed Task 5 (plus fixed fee)	\$ 38,366.90												
Task 6 - Bid Process (optional)													
Produce construction documents				2			2						
Respond to contractor questions				1			1						
Prepare addendums				1			1						
Task 6 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 6 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Non Labor Costs	Copies	\$ 360.00											
Task 6 ESE Total	\$ 952.84												
Task 6 Other Direct Costs	\$ 360.00												
Total Not To Exceed Task 6 (plus fixed fee)	\$ 1,312.84												
Task 7 - Services During Construction (optional)													
Pre bid meeting				1			1						
Pre-construction conference				1			1						
Review submittals				1			1						
Design support				1			1						
Task 7 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 7 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Non Labor Costs													
Task 7 ESE Total	\$ 944.84												
Total Not To Exceed Task 7 (plus fixed fee)	\$ 944.84												

SCHEDULE OF OTHER DIRECT COST ITEMS

Eastern Sierra Engineering			Geode Environmental			Bear Engineering		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling		
A. Printing Plan sheets	sheet	\$3.00	A. Printing		Cost + 10%	A. Printing Plan sheets	sheet	\$3.00
B. Special Printing		Cost + 10%	B.			B.		
C.			C.			C.		
Travel			Travel			Travel		
A. Mileage	mile	\$0.56	A. Mileage	mile	\$0.56			
B. Per Caltrans TEC			B. Per Caltrans TEC					

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

Prevailing Wage Policy

Eastern Sierra Engineering, PC performs work on public works projects requiring payment of prevailing wages to certain classifications of employees. The prevailing wage is comprised of a base hourly rate of pay and an hourly fringe benefit amount. If the prevailing wage rate is greater than the employee's base rate of pay plus fringe benefits received by the employee, the company policy is to increase the base rate of pay to the employee to meet the prevailing wage rate. Thus, the employee is payed the difference ("the prevailing wage delta"). The company accounting policy is to record the prevailing wage delta as a direct cost and this cost is charged directly to the contract as direct labor. This also applies to a fringe delta. If a fringe delta is required to be paid to an employee, it is also recorded as a direct cost and is billed to the client as a direct cost.

If you have any questions or concerns please contact me at 775-828-7220 x204 or email me at gjensen@esengr.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Jensen", written over a horizontal line.

Gerald Jensen
President

HOME OFFICE Fringe Ben. % Overhead % General Administration % Combined %
 36.15% 133.82% = 169.97%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification		Loaded Hourly Billing Rates			Effective Date of hourly rate		% or \$ Increase	Actual/ average hrly rate	Hourly range for class
		Straight	OT(1.5x)	OT(2x)	From	To			
David Grah, PE	Project Manager PM/ Civil Design	\$ 175.48	\$ 175.48	\$ 175.48	10/06/21	10/05/22	0.00%	\$ 65.00	n/a
		\$ 178.99	\$ 178.99	\$ 178.99	10/06/22	10/05/23	2.00%	\$ 66.30	
		\$ 186.15	\$ 186.15	\$ 186.15	10/06/23	10/04/24	4.00%	\$ 68.95	
		\$ 197.32	\$ 197.32	\$ 197.32	10/05/24	10/05/25	6.00%	\$ 73.09	
		\$ 213.10	\$ 213.10	\$ 213.10	10/06/25	10/05/26	8.00%	\$ 78.94	
Exempt		\$ 234.41	\$ 234.41	\$ 234.41	10/06/26	10/05/27	10.00%	\$ 86.83	
Debbie Jenkins, PE	Design Manager Quality Control PM/ Civil Design	\$ 168.73	\$ 168.73	\$ 168.73	10/06/21	10/05/22	0.00%	\$ 62.50	n/a
		\$ 172.11	\$ 172.11	\$ 172.11	10/06/22	10/05/23	2.00%	\$ 63.75	
		\$ 178.99	\$ 178.99	\$ 178.99	10/06/23	10/04/24	4.00%	\$ 66.30	
		\$ 189.73	\$ 189.73	\$ 189.73	10/05/24	10/05/25	6.00%	\$ 70.28	
		\$ 204.91	\$ 204.91	\$ 204.91	10/06/25	10/05/26	8.00%	\$ 75.90	
Exempt		\$ 225.40	\$ 225.40	\$ 225.40	10/06/26	10/05/27	10.00%	\$ 83.49	
Gerald Jensen, PE	Principal Constructability Review	\$ 129.77	\$ 129.77	\$ 129.77	10/06/21	10/05/22	0.00%	\$ 48.07	n/a
		\$ 132.37	\$ 132.37	\$ 132.37	10/06/22	10/05/23	2.00%	\$ 49.03	
		\$ 137.66	\$ 137.66	\$ 137.66	10/06/23	10/04/24	4.00%	\$ 50.99	
		\$ 145.92	\$ 145.92	\$ 145.92	10/05/24	10/05/25	6.00%	\$ 54.05	
		\$ 157.60	\$ 157.60	\$ 157.60	10/06/25	10/05/26	8.00%	\$ 58.38	
Exempt		\$ 173.36	\$ 173.36	\$ 173.36	10/06/26	10/05/27	10.00%	\$ 64.21	
Christine Katz, PE	Senior Civil Design Engineer Civil Design	\$ 155.75	\$ 155.75	\$ 155.75	10/06/21	10/05/22	0.00%	\$ 57.69	n/a
		\$ 158.86	\$ 158.86	\$ 158.86	10/06/22	10/05/23	2.00%	\$ 58.84	
		\$ 165.22	\$ 165.22	\$ 165.22	10/06/23	10/04/24	4.00%	\$ 61.20	
		\$ 175.13	\$ 175.13	\$ 175.13	10/05/24	10/05/25	6.00%	\$ 64.87	
		\$ 189.14	\$ 189.14	\$ 189.14	10/06/25	10/05/26	8.00%	\$ 70.06	
Exempt		\$ 208.05	\$ 208.05	\$ 208.05	10/06/26	10/05/27	10.00%	\$ 77.06	

GEODE ENVIRONMENTAL

**Geode Environmental
Sole Proprietor - Essra Mostafavi**

\$190 per hour

Task	Description	Hours	Rate	Cost	Included	Optional
TASK 1	Project Initiation, Scope of Work & Project Description	40	\$190	\$7,600	\$7,600	
TASK 2	CEQA Categorical Exemption (CE)	20	\$190	\$3,800	\$3,800	
TASK 3	NEPA Categorical Exclusion (CE)	20	\$190	\$3,800		\$3,800
TASK 4	ECR/MMRP	10	\$190	\$1,900	\$1,900	
TASK 5	Coordination, Project Management & Meetings	20	\$190	\$3,800	\$3,800	
TASK 6	Permitting					
TASK 6.1	USACE Nationwide 404 Permit	40	\$190	\$7,600		\$7,600
TASK 6.2	Lahontan RWQCB 401 Permit	40	\$190	\$7,600		\$7,600
TASK 6.3	CDFW LSAA 1602 Permit	40	\$190	\$7,600		\$7,600
				\$43,700	\$17,100	\$26,600

BEAR ENGINEERING RATE SCHEDULE

Field Surveys: GPS Equipment: Trimble R10GPS RTK equipment, one base receiver, one rover, radio link, TSC7 data collector, Robotic Equipment: Trimble S-6 Robotic Station w/ TSC7 data collector; Drone – Phantom 4 RTK

A. Field surveys with GPS RTK and Robotic Equipment:	\$170.00 /hr.
B. Office: Professional Engineer/Land Surveyor Services:	\$110.00 /hr.
C. Miscellaneous:	
Travel: Billed to and from office	\$170.00 /hr.
Copies 18" x 26", 24" x 32", 24" x 36" sheets	\$3.00 /sheet
Special Materials: construction staking materials, aerial targets, etc	cost + 15%
Overhead: Office, clerical, etc not otherwise specified included in rates	
D. Drone Flight Planning	\$110.00 /hr.
E. Drone Data Processing	\$110.00 /hr.
F. Drone Aerial Survey	\$170.00 /hr.

Estimated Fee for each Scope of Services Item

1.	4 hr. @ \$110/hr. (C)	\$ 440
2.	40 hr. @ \$170/hr. (A)	\$ 6,800
3.	20 hr. @ \$110/hr. (D)	\$ 2,200
4.	60 hr. @ \$110 /hr. (E)	\$ 6,600
5.	26 hr. @ \$170 per hr. (F)	\$ 4,420
6.	30 hr. @ \$ 110 per hr. (C)	\$ 3,300
7.	6 hr. @ \$110 per hr. (C)	\$ 660
Total		\$ 24,420

Not to Exceed Amount: \$24,420.

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021

TO: 7/31/2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The consultant shall be compensated at the rates shown in Attachment B, Schedule of Fees for Travel and Per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021 **TO:** 7/31/2023

SEE ATTACHED INSURANCE PROVISIONS

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Other Insurance Provisions

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

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: 12/7/2021

TO: 7/31/2023

STATE / FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.



DEPARTMENT OF PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0202
(760) 878-2001 FAX

County of
INYO

Michael Errante – Director
Chris Cash – Deputy Director

TO: File, Public Works

FROM: Trevor Taylor, Public Works

DATE: 10/25/2021

SUBJECT: Non-competitive A&E Consultant Contract – Onion Valley Guardrail Project
HSIPL-5948(102)

A request for proposals for the environmental and design components of the Onion Valley Guardrail Project was advertised on August 20, 2021 with a due date of October 6th, 2021. The RFP was sent directly to seven consulting firms who have worked successfully with Inyo County in the past as well as being advertised on IMS (Integrated Marketing Systems) website as an attempt to reach a broader assortment of potential proposers. Despite the effort to solicit competition, only one proposal was received from Eastern Sierra Engineering, Inc. The proposal was ranked in accordance with the criteria in the RFP and I am recommending moving forward with cost and contract negotiation. Re-advertisement was considered but given the lack interest from potential proposers and Eastern Sierra Engineering's successful track record on past projects for Inyo County, I do not believe there are risks for moving forward with contract and cost negotiation. If a contract cannot be negotiated, re-advertisement will be considered again.

Trevor Taylor, Engineering Assistant II
ttaylor@inyocounty.us
760-878-0347



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3724

Tecopa Sewer Lagoon Fence Project - Resolution & Notice of Completion Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Resolution No. 2023-15 titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Tecopa Sewer Lagoon Fence Project," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 27th, 2023, Inyo County Public Works awarded the construction contract for the Tecopa Sewer Lagoon Fence Project to Ellis Fence Company, Inc. of Barstow, California in the amount of \$49,735.00. The final construction contract amount is \$49,735.00. Ellis Fence Company, Inc. recently completed work on the Tecopa Sewer Lagoon Fence Project.

On April 25th, 2023, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

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

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	643111
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
None			
Future Fiscal Year Impacts			
None			

Additional Information

None

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the proposed Resolution authorizing the Public Works Director to file a Notice of Completion and the Contractor would not be paid his retention.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Tecopa Sewer Lagoon Fence Project - Notice of Completion and Resolution
2. Ellis Fence Company, Inc. Contract

APPROVALS:

Greg Waters	Created/Initiated - 4/25/2023
Darcy Ellis	Approved - 4/26/2023
Greg Waters	Approved - 4/27/2023
Breanne Nelums	Approved - 4/28/2023
Amy Shepherd	Approved - 5/2/2023
John Vallejo	Approved - 5/2/2023
Michael Errante	Approved - 5/3/2023
Nate Greenberg	Final Approval - 5/3/2023

RESOLUTION #2023 - XXXXX

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
TECOPA SEWER LAGOON FENCE PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the **Tecopa Sewer Lagoon Fence Project** has been completed by **Ellis Fence Company, Inc.** in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the **Tecopa Sewer Lagoon Fence Project**.

Passed, approved and adopted this _____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jen Roeser, Chairperson, Board of Supervisors

ATTEST:

Nate Greenberg, Clerk of the Board

by _____
Assistant Clerk of the Board

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

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the **Tecopa Sewer Lagoon Fence Project** on the property hereinafter described was completed on **April 25th, 2023** and was accepted by the Board of Supervisors, County of Inyo on **May 9th, 2023**.
2. The property on which the **Tecopa Sewer Lagoon Fence Project** has been completed is located at Tecopa Hot Springs Campground, 400 Tecopa Hot Springs Road, Tecopa, CA
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, maintains the sewer lagoon at the Tecopa Hot Springs Campground. The real property at which the Tecopa Hot Springs Campground is located is owned by Bureau of Land Management.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted **May 9th, 2023**, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the **Tecopa Sewer Lagoon Fence Project**, pursuant to contract with the County, is **Ellis Fence Company, Inc.**

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

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Michael Errante

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

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Scope of Work contained within Attachment 3 within the Time for Completion set forth for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than _____.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:
_____ dollars (\$_____).

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Faithful Performance Bond and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to

professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

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

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

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

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

9. INSURANCE INDEMNIFICATION. Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of

the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 4 and with the provisions specified in that attachment.

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

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

12. COMPLIANCE WITH ALL LAWS.

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

a. Safety Training:

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

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

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

b. Child, Family and Spousal Support reporting Obligations:

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

c. Nondiscrimination:

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

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the

Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

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

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

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

If to County: County of Inyo
Public Works Department
Attn: _____
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

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

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

19. TERMINATION. This Contract may be terminated for the reasons stated below:

a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

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

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

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

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

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

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

---o0o---

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

COUNTY

COUNTY OF INYO

By: Michael Errante

Name: Michael Errante

Title: Public Works Director

Dated: 3/27/2023

CONTRACTOR

Ellis Fence Co

By: Bradley Ellis

Name: Bradley Ellis

Title: Owner

Dated: 3/22/2023

APPROVED AS TO FORM AND LEGALITY:

Trace Church
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg
County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of dollars (\$.), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated , 20 , entered into an Contract with the County for the Construction of the PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

- 1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:
FROM: _____ TO: _____

SCOPE OF WORK

ATTACHMENT 4

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory** Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [or \$50,000 for projects in excess of \$500,000] unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

OTHER INSURANCE PROVISIONS

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

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

- 1. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relive contractor of requirement.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory insurance coverage** at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

Claims Made Policies – (Inyo County prefers occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting 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.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

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

Attachment __: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts

hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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, unless otherwise acceptable to Inyo County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Verification of Coverage

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

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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

Ellis Fence Company, Inc.
28633 US Hwy 58
Barstow, CA 92311 US
(760)256-3270
ellisfenceco@aol.com



Estimate

ADDRESS

Shane Rily
Inyo County Public Works

ESTIMATE # 3312

DATE 02/07/2023

EXPIRATION DATE 03/07/2023

SALES REP

Brad Ellis

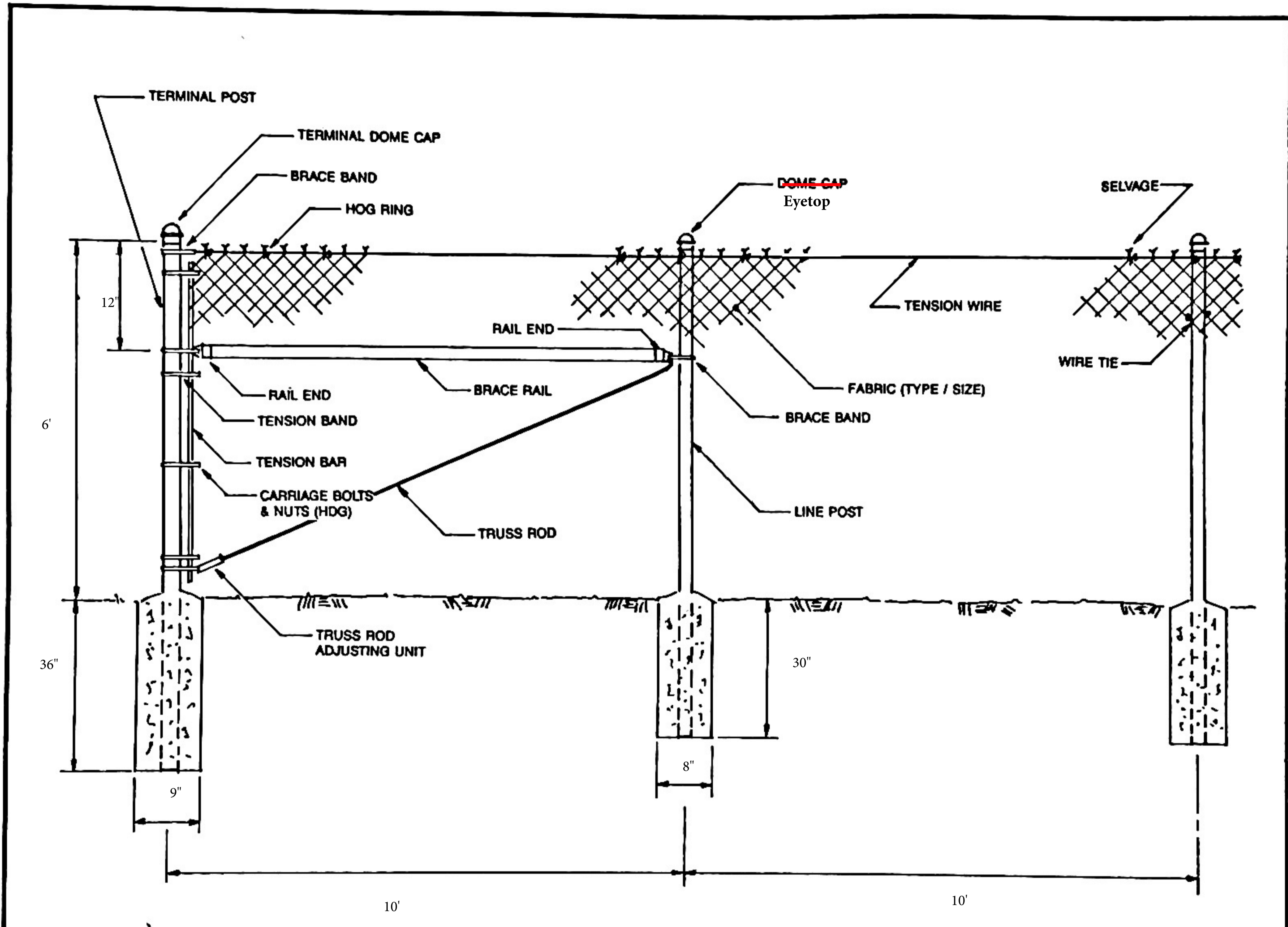
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Cost to install 1513' 6' tall 9 ga chain link with 7 ga top/bottom tension wire cost includes 1 20' double drive gate with lockable heavy duty drop rod, duckbill hold backs and all posts to be set in concrete. All prevailing wage and material included.	1	49,735.00	49,735.00

Ellis Fence Co does not assume any responsibility for any Unmarked underground utilities/ Water Lines.

SUBTOTAL	49,735.00
TAX	0.00
TOTAL	\$49,735.00

Accepted By

Accepted Date



JOB SPECIFICATIONS

FABRIC	MESH	GAUGE	SELVAGE
6"	2"	9 GA	B/K
TENSION WIRE	GA 7 GA	TOP <input checked="" type="checkbox"/>	BOTT <input checked="" type="checkbox"/>
BARBED WIRE	TYPE N/A	3 STR <input type="checkbox"/>	6 STR <input type="checkbox"/>
FRMWRK	OD	WALL	LBS / LF
TOP RAIL	N/A		
LINE POSTS	1 7/8"	.130"	3.112
BRACE RAIL	1 5/8"	.111	1.84
CORNER POSTS	2 3/8"	.160	4.64
END POSTS	2 3/8"	.160	4.64
GATE POSTS	4"	.280	18.99
GATE FRAME	1 7/8"	.120	2.28
GATE TYPE	walk gate		

NOTES:

SUBMITTED BY	SUBMITTED TO	<p align="center">TYPICAL FENCE ELEVATION TOP TENSION WIRE / TRUSSED BRACE RAIL</p>	CONTRACTOR
			ARCHITECT
JOB / PROJECT			ENGINEER

LEGEND

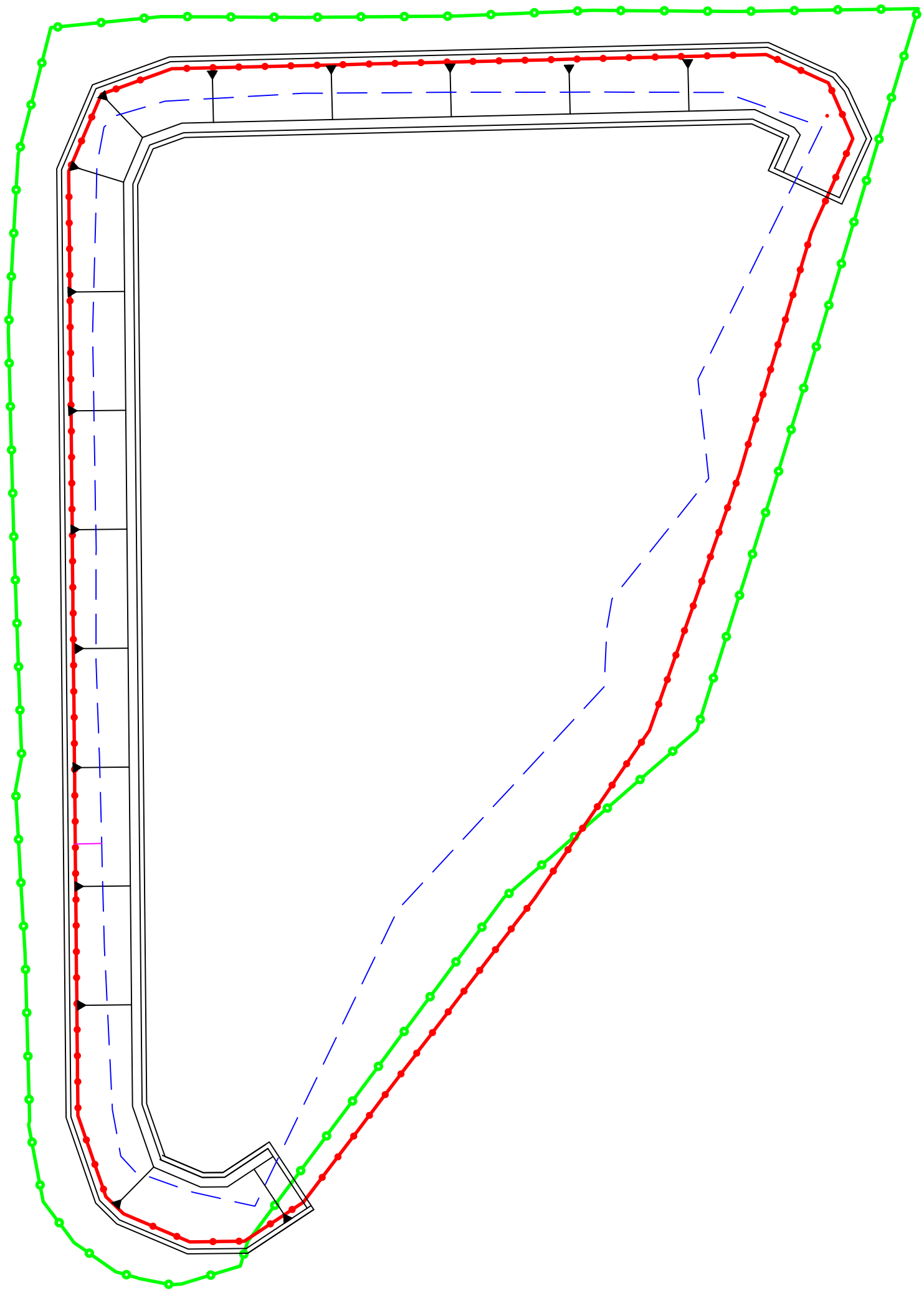
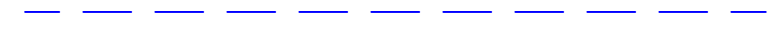
EXISTING FENCELINE



PROPOSED FENCELINE



HIGH WATER LINE





INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3746

Support for the Proposed "Dave McCoy Memorial Highway"

Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Supervisor Jeff Griffiths

RECOMMENDED ACTION:

Approve Resolution No. 2023-16 in support of naming portions of U.S. Highway 395 the "Dave McCoy Memorial Highway," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

An effort is underway to have two sections of U.S. Highway 395 - one in northern Inyo County and one in southern Mono County - named the "Dave McCoy Memorial Highway" after the iconic founder of Mammoth Mountain Ski Area who passed away in 2020.

Inyo County Supervisor Jeff Griffiths and Mono County Supervisor Rhonda Duggan are working on the effort with Mr. Randy Short, who is serving as liaison between the supervisors and Mr. McCoy's family. The California State Association of Counties is providing assistance, with the end goal of having Senator Maria Alvarado-Gil sponsor legislation to make the highway naming a reality.

The two sections of highway in question are:

1. South from Junction Route 203/395 (PM R25.750) to Convict Lake Road (PM 21.313); and
2. North from PM 119.000 to Mill Creek Road (PM R 124.936); and

If it proves infeasible to name both sections of U.S. Highway 395, it is recommended that the Mono County stretch be selected to bear the Dave McCoy Memorial Highway name.

Mono County will be considering adoption of a resolution in support of the proposal today, and the Inyo County Board of Supervisors is asked to do the same.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	

Recurrence	N/A	
Current Fiscal Year Impact		
Future Fiscal Year Impacts		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes to the resolution, or decline to approve the resolution.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Dave McCoy Memorial Highway Resolution

APPROVALS:

Darcy Ellis	Created/Initiated - 5/3/2023
Darcy Ellis	Approved - 5/3/2023
John Vallejo	Approved - 5/3/2023
Nate Greenberg	Final Approval - 5/3/2023

A Resolution of the Board of Supervisors of the County of Inyo, State of California Supporting the Proposal to Name Segments of U.S. Highway 395 after Dave McCoy

WHEREAS, Dave McCoy fell in love with the Eastern Sierra during his first visit in 1928 at the age of 13 and, with the mountains calling, vowed to return one day; and

WHEREAS, Mr. McCoy did return after graduating high school, initially working as a soda jerk in Independence before landing his dream job in 1938 as a hydrographer for the Los Angeles Department of Water and Power; and

WHEREAS, his interest in skiing had been sparked in his adolescence while watching Norwegian ski jumpers and in his new role with LADWP, Mr. McCoy was able to ski and hike 50 miles a day monitoring stream flows and snowpack in the Eastern Sierra; and

WHEREAS, it was during this time that Mr. McCoy set his sights on the massive expanse and snowpack of Mammoth Mountain, constructing a rope tow in 1942 in an act that would change the Eastern Sierra forever; and

WHEREAS, Mr. McCoy's optimism, physical stamina, ingenuity, and steadfast belief that people can accomplish great things continued to inspire those around him and catalyze the construction of Mammoth Mountain Ski Area; and

WHEREAS, Mr. McCoy and his small but dedicated crew – which for many years included his children and some of his ski racers – lived by the motto “The impossible is something that takes a little longer” as they worked diligently each summer to sculpt Mammoth's ski slopes using old Army surplus equipment, common sense, and brute force; and

WHEREAS, the ski resort would continue to grow, putting the Eastern Sierra on the map as a winter sports mecca and bolstering a ballooning tourism-based economy; and

WHEREAS, Mr. McCoy recognized the need to establish Mammoth Lakes as a sustainable community and generously contributed his time, financial resources, and creative energy to provide ball fields, a town transportation network, a high school and a hospital, as well as to support road bike and mountain bike races, and Mammoth Motocross; and

WHEREAS, the Mammoth Lakes Foundation, Mammoth Cerro Coso Community College, Gateway Student Apartments, and Mammoth Lakes Repertory Theatre all exist because of Mr. McCoy's foresight, dedication, and generosity; and

WHEREAS, Mr. McCoy's philanthropic efforts included building and then donating to Inyo County the large hangar at Bishop Airport, which today houses critical life flight operations; and

WHEREAS, the McCoy's were among the first to bring commercial air service to the Eastern Sierra, laying the foundation for the popular commercial flights that today help further connect the region with the rest of the world; and

WHEREAS, Mr. McCoy is the epitome of an icon – someone whose incredible vision and drive have made Mammoth Mountain a world-famous destination and whose name has become synonymous with hard work and success; and

WHEREAS, Mr. McCoy’s legacy includes helping to shape the entire Eastern Sierra into what it is today and his contributions and accomplishments will forever be remembered and celebrated by those who call this area home and those who enjoy recreating here; and

WHEREAS, the late Dave McCoy is deserving of special commemoration and it would be most fitting that the highway traveled by those called to his mountain bears his name.

NOW THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors supports the naming of the following stretches of U.S. Highway 395 the “Dave McCoy Memorial Highway:”

1. South from Junction Route 203/395 (PM R25.750) to Convict Lake Road (PM 21.313); and
2. North from PM 119.000 to Mill Creek Road (PM R 124.936); and

BE IT FURTHER RESOLVED that if it proves infeasible to name both sections of U.S. Highway 395, the Inyo County Board of Supervisors supports the Mono County stretch as the most appropriate to bear the Dave McCoy Memorial Highway name.

PASSED, APPROVED, AND ADOPTED this day 9th of May, 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

JENNIFER ROESER, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3748

Letter of Support for the California State Association of Counties' Budget Request that the Department of Housing and Community Development (HCD) Forgive the \$1.2 Million Loan for Valley Apartments in Bishop

Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY

Board of Supervisors

ITEM PRESENTED BY

Supervisor Jeff Griffiths

RECOMMENDED ACTION:

Approve and authorize the Chair to sign a letter to State Senator Marie Alvarado-Gil supporting a request made by the California State Association of Counties (CSAC) that the Senator work with HCD to forgive the \$1.2 million loan provided to the Inyo-Mono Advocates for Community Action for the Valley Apartments in Bishop.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California State Association of Counties recently wrote to Senator Marie Alvarado-Gil, asking that she work with the Governors Office and the Department of Housing and Community Development to forgive the \$1.2 million loan provided to the Inyo-Mono Advocates for Community Action (IMACA) for the Valley Apartments in Bishop.

IMACA took on the approximately \$500,000 loan in the 1980s to open Valley Apartments, which provides significantly discounted housing for very low-income seniors. Under the terms of the loan agreement, IMACA did not have to make payments on the principal or interest unless they had excess cash flow in any given year - which did not happen due to the extremely discounted rents. In 2011, the loan agreement expired and HCD has been trying to collect the total loan amount, plus interest - equaling \$1.2 million. This enormous loan debt has left negative marks on IMACA's balance sheets and had devastating consequences for the primary non-profit in Owens Valley which has served as the main affordable housing provider in the region.

CSAC is seeking help from State Senator Marie Alvarado-Gil to work with HCD during the budget process to forgive the \$1.2 million loan (\$508,000 principal and approximately \$692,000 for interest) to allow for the needed repair work. Inyo County is asked to support the request.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the letter, or request revisions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Association of California Counties

ATTACHMENTS:

1. BOS Letter of Support 5.3.23
2. CSAC HCD Loan Forgiveness Letter 4.26.23

APPROVALS:

Darcy Ellis	Created/Initiated - 5/3/2023
Darcy Ellis	Approved - 5/3/2023
Meaghan McCamman	Approved - 5/3/2023
Nate Greenberg	Final Approval - 5/3/2023



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



May 9, 2023

The Honorable Marie Alvarado-Gil
California State Senate
1021 O Street, Suite 7240
Sacramento, CA 95814

RE: HCD Loan Forgiveness

Dear Senator Alvarado-Gil:

On behalf of the Inyo County Board of Supervisors, I am writing to request that the \$1.2 million loan provided for the Valley Apartments in Bishop and administered by the Department of Housing and Community Development (HCD) be forgiven.

Valley Apartments has been operated by Inyo-Mono Advocates for Community Action (IMACA) since it was acquired in the 1980s utilizing the Special User Housing Rehabilitation (SUHR) loan program. Since IMACA acquired the property, it has been used to house extremely low and very low-income seniors. The property is now 100% occupied with rents averaging \$360 per month.

The program that IMACA utilized to acquire the Valley Apartments allowed IMACA to forgo making any payments against the loan interest unless there was excess cash flow in any given year, which would not happen due to the rent affordability restrictions required by the loan program. This program, while critical to funding this important affordable housing project, effectively trapped IMACA in an endless debt cycle with no exit path.

Valley Apartments' existing SUHR loan was part of a 40-year regulatory loan agreement between IMACA and HCD that expired on August 21, 2011, when the entirety of the loan became due along with all accrued interest. Since the expiration of the loan IMACA and HCD have tried over several years to address the situation. The only relief HCD has consistently offered to provide is the extension of the loan for 55 years, which requires the payment of thousands of dollars of monitoring fees to HCD.

Inyo County believes HCD's mission is to preserve affordable housing and that debt forgiveness is required to preserve the housing. The loan forgiveness will not have a fiscal impact on HCD as it will merely affect the balance sheet on money already provided decades ago. We note that if this loan is not forgiven, HCD will eventually foreclose on Valley Apartments because IMACA does not have the ability to pay off the debt or extend the debt on the existing loan and make the required repairs.

We look forward to continuing this conversation and finding a solution that will help preserve the Valley Apartments and the much-needed housing it provides to Owens Valley residents.

Sincerely,

Jennifer Roeser, Chair
Inyo County Board of Supervisors



OFFICERS

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Riverside County

1st Vice President

Bruce Gibson
San Luis Obispo County

2nd Vice President

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Inyo County

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Siskiyou County



EXECUTIVE DIRECTOR

Graham Knaus

April 26, 2023

The Honorable Marie Alvarado-Gil
California State Senate
1021 O Street, Suite 7240
Sacramento, CA 95814

RE: HCD Loan Forgiveness

Dear Senator Alvarado-Gil:

CSAC (California State Association of Counties) is writing to request that the \$1.2 million loan provided for the Valley Apartments in Bishop and administered by the Department of Housing and Community Development (HCD) be forgiven.

Background:

Valley Apartments has been operated by Inyo-Mono Advocates for Community Action (IMACA) since it was acquired in the 1980's utilizing the Special User Housing Rehabilitation (SUHR) loan program and primarily serves low-income seniors. The program that IMACA utilized to acquire the Valley apartments is one of many loan programs authorized by the legislature in the 1980's and 1990's and administered by HCD administered to create or preserve existing affordable housing across the state. These programs offered loans with terms that attempted to strike a balance between providing impactful funding and ensuring the rents charged by the housing agencies on these properties would remain affordable. While this led allowed IMACA to easily obtain the loan, the terms allowed IMACA to forgo making any payments on the SUHR loan; effectively trapping IMACA in an endless debt cycle with no exit path. The loans were set up with the premise that IMACA would only pay against the loan interest if there is excess cash flow in any particular year, which seldom occurs with affordable housing communities due to the rent affordability restrictions required by the SUHR loan program.

This type of funding logic worked during relatively low cost and low inflation, but since IMACA obtained the loan we've experienced an era of budget deficits, inflationary pressures, and rising costs. The SUHR loan debt has left negative marks on IMACA's balance sheets and had devastating consequences for the primary non-profit in Owens Valley which has served as the main affordable housing provider in the region. The recent history of IMACA's efforts to address the SUHR loan with HCD are important.

Issue:

Valley Apartments' existing SUHR loan was part of a 40-year regulatory loan agreement between IMACA and HCD that expired on August 21, 2011, when the entirety of the loan became due along with all accrued interest. Since the expiration of the loan IMACA and HCD have tried over several years to address the situation. The only relief HCD has consistently offered to provide is the extension of the loan for 55 years and the payment of thousands of

dollars of monitoring fee to HCD. Currently we are seeking the complete forgiveness of the \$1.2 million loan (\$508,000 principal and approx. \$692,000 for interest) The Valley Apartments requires approximately \$2.5 million in repair work due to the age of the community and many significant systems wearing out. The restricted rents required by the SUHR program to maintain the project for affordable housing and the small size of the community limit the ability for any additional funding to be placed on the property for the needed work, and the preservation program offered by HCD is not practical.

CSAC believes HCD's mission is to preserve affordable housing and that debt forgiveness is required to preserve the housing. The loan forgiveness will not have a fiscal impact on HCD as it will merely affect the balance sheet on money already provided decades ago. We note that if this loan is not forgiven, HCD will eventually foreclose on Valley Apartments because IMACA does not have the ability to pay off the debt or extend the debt on the existing loan and make the required repairs.

We look forward to continuing this conversation and finding a solution that will help persevere the Valley Apartments and the much-needed it provides to Owens Valley residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Neuburger". The signature is fluid and cursive, written in a professional style.

Mark Neuburger
Legislative Advocate
mneuburger@counties.org

cc: Supervisor Jeff Griffiths, Inyo County Supervisor



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3738

Appointments to Fill Vacancies on the Pioneer Cemetery District Board of Trustees

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint two individuals to fill two vacant four-year terms on the Pioneer Cemetery District Board of Trustees, ending June 1, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

Two terms on the Pioneer Cemetery District Board of Trustees will expire on June 1, and will be considered vacancies at that time. Per Board policy, the individuals currently serving out those terms - Ms. Arlene Brierly Pearce and Ms. Leslie Scott - were notified of the impending expirations and invited to reapply if they wished to continue serving on the Board of Trustees. The vacancies were also publicly noticed. Ultimately, four letters of interest were received for the two available seats, from Ms. Pearce, Ms. Scott, Ms. Sandra Fuhrer, and Mr. Lloyd Phillips.

Your Board has a policy for instances when the number of letters of interest received exceed the number of vacancies. Per this policy, each applicant was extended the opportunity to submit additional information about themselves that they feel may help the Board with its decision. Ms. Pearce and Ms. Scott both took the opportunity to submit additional material.

Recommendations for both Ms. Pearce and Ms. Scott were submitted by Ms. Diane Corsaro, who also serves on the cemetery district board.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to make appointments at this time, make only one appointment, and/or request the application period be re-opened.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter of Interest: Arlene Pearce - Pioneer Cemetery District Board
2. Letter of Interest: Lloyd Phillips - Pioneer Cemetery District Board
3. Letter of Interest: Leslie Scott - Pioneer Cemetery District Board
4. Letter of Interest: Sandra Fuhrer - Pioneer Cemetery District Board
5. Additional Info: Arlene Pearce
6. Additional Info: Leslie Scott
7. Recommendation for Arlene Pearce
8. Recommendation for Leslie Scott
9. Notice of Vacancy - Pioneer Cemetery District (2 Terms)

APPROVALS:

Darcy Ellis	Created/Initiated - 5/1/2023
Darcy Ellis	Final Approval - 5/1/2023

311 Vista Rd.
Bishop, CA 93514
April 12, 2023

11:30 a.m.
RECEIVED HC

APR 17 2023

Inyo County Administrator
Clerk of the Board

Inyo County Board of Supervisors Office
P. O. Drawer N
Independence, CA 93526

My term on the Pioneer Cemetery District Board of Trustees expires June 1.

I am requesting to be reappointed to the position. I have been on the Board for many years and feel it is a privilege to serve in that capacity.

Five generations of my family are buried in the Pioneer Cemetery. I am interested in the history of the district and am honored to serve.

Our employees do an outstanding job maintaining the grounds to be a park like setting and to interact with the families and visitors to the cemeteries.

Our cemeteries are an important part of our communities, and I hope I will be reappointed and may continue to serve the Pioneer Cemetery District and our community.

Sincerely,



Arlene Brierly Pearce

April 19, 2023

Clerk of the Board of Supervisors
P.O. Drawer N
Independence, CA 93526

RECEIVED

APR 21 2023 11:40 a.m.

Inyo County Administrator
Clerk of the Board

Letter of Interest for Pioneer Cemetery District Board of Trustees

Dear Inyo County Supervisors,

I have lived in the Bishop area all of my life and my family homesteaded this valley in the 1870's. As a retired employee of the National Park Services at Manzanar as the Acting Facility Manager, I have extensive experience in budget and ground maintenance.

Please consider me for the Pioneer Cemetery District Board of Trustees.

Sincerely,

Lloyd (Fred) Phillips
628 So. Barlow Lane
Bishop, CA 93514
760-872-9971
Twins1988@msn.com

References upon request.

From: Pioneer Cemetery District <pioneercemeterydistrict@gmail.com>
Sent: Thursday, April 13, 2023 11:00 AM
To: Darcy Ellis <dellis@inyocounty.us>
Subject: Trustee Appointment Letter

You don't often get email from pioneercemeterydistrict@gmail.com. [Learn why this is important](#)

Hi Darcy,

Leslie Scott just dropped off her appointment letter.

I have it attached to this email.

Could you let me know when this is going to be onn the agenda?

Thank you,
Terri

Terri L. Dean
District Administrator

Pioneer Cemetery District
Post Office Box 1326
Bishop, CA 93515
(760)873-6260
(760)873-6320 Fax

Pioneercemeterydistrict@gmail.com

April 24, 2023

To the Inyo County Board of Supervisors

My interest in preserving our local history is my main goal in serving on the cemetery board for the last 20 years.

Having been born and raised here, I am 4th generation, many relatives are buried in both cemeteries. Also, I am teaching my 3 grown

children and 6 grandkids the history and respect these cemeteries deserve.

I wish to continue to serve on the board.

Sincerely,

Leslie Scott

Leslie Scott

From: Sandi Fuhrer <sfuhrer@outlook.com>
Sent: Friday, April 21, 2023 11:32 AM
To: Darcy Ellis <dellis@inyocounty.us>
Subject: Letter of interest for the Pioneer Cemetery Board

You don't often get email from sfuhrer@outlook.com. [Learn why this is important](#)

Hello my name is Sander Fuhrer.

This is a letter of interest for the Pioneer Cemetery Board. As a former Main Street business owner – Sierra Hardware – and as the founder of the Bishop Downtown Merchants which met once a week for more than nine years in the effort to grow and improve the town of Bishop that I love. I would like to be considered for joining the Pioneer Cemetery Board. Thank you for your time.

*Sincerely, Sandra Fuhrer
Bishop, Ca 93514
Phone 760-937-8641
I wish you a good day!*

311 Vista Rd.
Bishop, CA 93514
April 26, 2023

Inyo County Board of Supervisors Office
P.O. Drawer N
Independence, CA 93526

This letter is in response to the note from your office asking if I had anything further to share with the Board in my request to be reappointed to serve on the Pioneer Cemetery District Board of Trustees.

I would like to share some of the challenges the Pioneer Cemetery District has faced in the last three years. Due to serious injuries sustained in a car accident by one of our fulltime employees, the District ended up being short staffed. In addition, there was the time of the pandemic, and then the storms of this past winter.

The District has managed to get by with only two employees. The District Administrator has been creative in facing the many challenges as they came along.

There are two cemeteries in the Pioneer Cemetery District. The larger one at East Line St, with approximately 4500 graves, and the smaller one at West Line St. with approximately 1500 graves.

The employees are responsible for many tasks. They are not just groundskeepers. They assist families in selection of plots at the time of need, they do the burials, and they also maintain the Cemetery grounds. They are knowledgeable about the irrigation systems, and they maintain the grounds to be peaceful park-like settings for families and friends to find comfort and solace.

Many people do not realize that a Cemetery District is a business. We are bound by California State laws and guidelines. The Board of Trustees also has developed policies and procedures.

The Cemetery has received some concerns about the grounds . The staff has addressed these issues on a case by case basis. Some of these concerns are in regard to the mementos left on the graves, and also in some instances where there is grass overgrowth on the flat markers.

The Regulations for the placement of flowers is outlined in the packet each family receives at the time of a family death. There are also signs at the cemeteries outlining these guidelines.

During this time of being shorthanded, there are some things the groundskeepers have not been able to keep up with in the usual manner.

We understand how each burial site of family loved ones is so important to the family, and our employees understand that. However, with the size of these cemeteries and the large area that has to be mowed and the string trimming that is necessary, mementos cannot be left on the gravesites for extended periods.

During this time of being short staffed, the groundskeepers have met the challenges remarkably well. The District Administrator, Terri Dean, deserves credit for working out the best ways to keep things going smoothly .

I hope this clarifies some of the concerns that may have been expressed about the Pioneer Cemetery District. It is my hope to be appointed again to continue to serve as a Trustee.

Sincerely,

A handwritten signature in cursive script that reads "Arlene Brierly Pearce". The signature is written in black ink and is positioned above the printed name.

Arlene Brierly Pearce

April 24, 2023

To the Inyo County Board of Supervisors

My interest in preserving our local history is my main goal in serving on the cemetery board for the last 20 years.

Having been born and raised here, I am 4th generation, many relatives are buried in both cemeteries. Also, I am teaching my 3 grown

children and 6 grandkids the history and respect these cemeteries deserve.

I wish to continue to serve on the board.

Sincerely,

Leslie Scott

Leslie Scott

Arlene Pearce has been on the Pioneer Cemetery Board since 1994. Arlene is always bringing in articles for the board to read about what other cemeteries in California are doing and that can be expected to come up for discussion in the future for our cemeteries. She has also visited other cemeteries to see what they are doing, especially with how they are caring for older parts of their cemetery and concerning upkeep to older and more fragile headstones. These visits resulted in our cemetery not allowing someone that was going around cleaning old headstones. It turned out that the method that he used ended up doing major damage to them. All current board members work well together to resolve any issues that come up regarding employee disputes and any concerns families have regarding how their plots are being handled.

Sincerely,

Cathy Diane Corsaro

Leslie Scott has been on the cemetery board since 2003.

Leslie has many strengths she brings to the board. She is very good at keeping the board on topic during the meetings and also in wording the many different things that we need to vote on.

She is very good with helping older families understand what the cemetery can do for them.

Leslie is the one the employees feel the most comfortable going to with any problems they may have so she can bring them to the board on their behalf.

The board is very lucky to have Leslie as she is easy for everyone to get along with and very concerned with the everyday problems and concerns that come up.

Sincerely,

Cathy Diane Corsaro

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

RECEIVED

APR 20 2023

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, And not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the
The Inyo Register


County of Inyo

The Inyo Register has been adjudged a newspaper of general circulation by the Superior Court of the County of Inyo, State of California, under date of Oct. 5, 1953, Case Number 5414; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof, on the following date, to with:

April 11th,
In the year of **2023**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Bishop, California, on this
11th Day of April, 2023



Signature

NOTICE OF VACANCY PIONEER CEMETERY DISTRICT BOARD OF TRUSTEES

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill two four-year terms on the Pioneer Cemetery District Board of Trustees ending June 1, 2027.

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Monday, April 24 at 5:00 p.m. Postmarks are not accepted.

For more information, call (760) 878-0292. (IR 04.11, 2023 #21459)



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3723

Ordinance Amending Subsections of the Inyo County Code Regarding Certain Elected Official Salaries

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY

Inyo County Personnel

ITEM PRESENTED BY

Sue Dishion, Assistant County Administrator

RECOMMENDED ACTION:

Waive the first reading of an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Subsections 2.88.040(B) and 2.88.040(G) of the Inyo County Code Regarding Certain Elected Official Salaries," and set enactment for Tuesday, May 16, 2023 in the Board of Supervisors Chambers in Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2021 your Board adopted the compensation structure for appointed and elected department heads, banding all salaries to a percentage of the County Administrator's salary. The current language in the ordinance provides that the Sheriff will receive salary increases at the same rate and percentage provided to the Law Enforcements Administrators Association, which is inconsistent with the adopted compensation structure for appointed and elected officials. This change to the ordinance will bring consistency to process, having all appointed and elected salaries subject to the same compensation structure.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should your Board not approve this item, the banding articulated in the Management Compensation Policy would be upset and the associated salary would be in violation of that policy, as well as issues with compaction created within the department.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

ATTACHMENTS:

1. Ordinance.Sheriff.2.88

APPROVALS:

Darcy Ellis	Created/Initiated - 5/1/2023
Darcy Ellis	Approved - 5/1/2023
Sue Dishion	Approved - 5/4/2023
Keri Oney	Approved - 5/4/2023
John Vallejo	Approved - 5/4/2023
Amy Shepherd	Approved - 5/4/2023
Nate Greenberg	Final Approval - 5/4/2023

ORDINANCE

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE REGARDING CERTAIN ELECTED OFFICIAL SALARIES

WHEREAS, Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance; and

WHEREAS, by this ordinance, the Board of Supervisors intends to help ensure the previously adopted salary schedule for elected officials is not affected by separate MOU negotiations with certain bargaining units.

Now, therefore, the Board of Supervisors of the County of Inyo hereby ordains as follows:

Section I: Code Amendment.

Section 2.88.040(B) of the Inyo County Code is hereby amended in its entirety to read as follows:

“B. Salary Increases. The salary for each elected officials listed in subsection A of this section, shall be increased at the same time and in the same percentage amount as provided to appointed county officials as a group.”

SECTION II: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION III: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this day of , 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: Nate Greenberg
 Clerk of the Board

BY: _____
Darcy Ellis
Assistant Clerk of the Board

OCH/BOARD.ORD



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3707

Ratification and Approval of Personnel Contracts County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

- A) Ratify and approve the contract between the County of Inyo and Melissa Best-Baker for the provision of professional services as the Deputy Director - Fiscal Oversight and Special Operations at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign; and
- B) Ratify and approve the contract between the County of Inyo and Fred Aubrey for the provision of professional services as the Deputy Public Works Director - Recycling and Waste Management at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign; and
- C) Ratify and approve the contract between the County of Inyo and Shannon Platt for the provision of professional services as the Deputy Public Works Director - Road at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign; and
- D) Ratify and approve the contract between the County of Inyo and Chris Cox for the provision of professional services as the Deputy Public Works Director - Operations at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign; and
- E) Ratify and approve the contract between the County of Inyo and Ashley Helms for the provision of professional services as the Deputy Public Works Director - Airports at Range 88, Step E, \$9,618 per month, effective May 2, 2023, and authorize the County Administrator to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the FY 2022/2023 Budget process, the Health and Human Services Department and Public Works requested multiple personnel/authorized strength changes that were approved. These standard contracts outline the terms of these positions, which include: Health and Human Services Deputy Director - Fiscal Oversight and Special Operations, Deputy Public Works Director - Recycling and Waste Management, Deputy Public Works Director - Road, Deputy Public Works Director - Operations, Deputy Public Works Director - Airports.

FISCAL IMPACT:

Funding Source	General Fund, Non-General Fund and Grant Funded	Budget Unit	Various
Budgeted?	Yes	Object Code	Salaries and Benefits
Recurrence	Ongoing Expenditure		

Current Fiscal Year Impact
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the contracts are not approved, the employees would continue in their positions, but would not be at-will, contracted employees.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Cap Aubrey - PW Deputy Director, Recycling Waste Management Contract
2. Shannon Platt - PW Deputy Director, Road Contract
3. Chris Cox - PW Deputy Director, Operations Contract
4. Ashley Helms - PW Deputy Director, Airports Contract
5. Melissa Best-Baker - HHS Deputy Director, Fiscal Oversight Contract

APPROVALS:

Keri Oney	Created/Initiated - 5/3/2023
Darcy Ellis	Approved - 5/3/2023
Sue Dishion	Approved - 5/4/2023
John Vallejo	Approved - 5/4/2023
Amy Shepherd	Approved - 5/4/2023
Nate Greenberg	Final Approval - 5/4/2023

**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR – RECYCLING AND WASTE MANAGEMENT**

INTRODUCTION

WHEREAS, FRED AUBREY (hereinafter referred to as "Deputy Public Works Director - Recycling and Waste Management") has been or will be duly appointed as a Deputy Public Works Director - Recycling and Waste Management for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Public Works Director - Recycling and Waste Management desire to set forth the manner and means by which Deputy Public Works Director - Recycling and Waste Management will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Public Works Director - Recycling and Waste Management hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Public Works Director - Recycling and Waste Management shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Public Works Director - Recycling and Waste Management under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Public Works Director - Recycling and Waste Management will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Public Works Director.

3. TERM.

The term of this Agreement shall be from May 2, 2023 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Public Works Director - Recycling and Waste Management in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy Public Works Director - Recycling and Waste Management.

B. Travel and Per Diem. County shall reimburse Deputy Public Works Director - Recycling and Waste Management for the travel expenses and per diem which Deputy Public Works Director - Recycling and Waste Management incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Public Works Director -

Recycling and Waste Management for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Public Works Director - Recycling and Waste Management without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Public Works Director - Recycling and Waste Management shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy Public Works Director - Recycling and Waste Management will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Public Works Director - Recycling and Waste Management by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Public Works Director - Recycling and Waste Management's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Public Works Director - Recycling and Waste Management that the performance of these services and work will require a varied schedule. Deputy Public Works Director - Recycling and Waste Management, in arranging their schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Public Works Director - Recycling and Waste Management to provide the services and work described in Attachment A must be procured by Deputy Public Works Director - Recycling and Waste Management and be valid at the time Deputy Public Works Director - Recycling and Waste Management enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Public Works Director - Recycling and Waste Management must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy Public Works Director - Recycling and Waste Management will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Public Works Director - Recycling and Waste Management and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Public Works Director - Recycling and Waste Management with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Public Works Director - Recycling and Waste Management to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy

Public Works Director - Recycling and Waste Management by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Public Works Director - Recycling and Waste Management will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Public Works Director - Recycling and Waste Management's possession.

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

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Public Works Director - Recycling and Waste Management for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Public Works Director - Recycling and Waste Management for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Public Works Director - Recycling and Waste Management is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Public Works Director - Recycling and Waste Management harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Public Works Director - Recycling and Waste Management's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Public Works Director - Recycling and Waste Management ninety (90) days written notice of such intent to terminate. Deputy Public Works Director - Recycling and Waste Management may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Public Works Director - Recycling and Waste Management. County has relied upon the skills, knowledge, experience, and training of Deputy Public Works Director - Recycling and Waste Management as an inducement to enter into this Agreement. Deputy Public Works Director - Recycling and Waste Management shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Public Works Director - Recycling and Waste Management agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Public Works Director - Recycling and Waste Management agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Public Works Director - Recycling and Waste Management only as allowed by law.

15. CONFLICTS.

Deputy Public Works Director - Recycling and Waste Management agrees that Deputy Public Works Director - Recycling and Waste Management has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy Public Works Director - Recycling and Waste Management agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Public Works Director - Recycling and Waste Management or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo

<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Public Works Director - Recycling and Waste Management

<u>Fred Aubrey</u>	Name
<u>1804 Saniger Lane</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR – RECYLING AND WASTE MANAGEMENT**

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

COUNTY OF INYO

**AS DEPUTY PUBLIC WORKS DIRECTOR – RECYLING
AND WASTE MANAGEMENT**

By: _____

By: Fred Aubrey
Print or Type Name

Dated: _____

A City
Signature

Dated: 4/19/2023

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR – RECYLING AND WASTE MANAGEMENT

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Public Works Director - Recycling and Waste Management shall perform the duties and responsibilities as identified in the job description for Deputy Public Works Director - Recycling and Waste Management incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR – RECYLING AND WASTE MANAGEMENT**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Public Works Director - Recycling and Waste Management shall be compensated at Range 88, Step E and be paid \$9,618 per month and shall be paid every two weeks on County paydays.
2. The Public Works Director will review Deputy Public Works Director - Recycling and Waste Management performance annually.
3. Except as otherwise provided in this contract, Deputy Public Works Director - Recycling and Waste Management shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Deputy Public Works Director - Recycling and Waste Management is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Public Works Director - Recycling and Waste Management's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR – RECYLING AND WASTE MANAGEMENT**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Public Works Director - Recycling and Waste Management for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Public Works Director - Recycling and Waste Management will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - ROAD**

INTRODUCTION

WHEREAS, SHANNON PLATT (hereinafter referred to as "Deputy Public Works Director - Road") has been or will be duly appointed as a Deputy Public Works Director - Road for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Public Works Director - Road desire to set forth the manner and means by which Deputy Public Works Director - Road will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Public Works Director - Road hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Public Works Director - Road shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Public Works Director - Road under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Public Works Director - Road will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Public Works Director.

3. TERM.

The term of this Agreement shall be from May 2, 2023 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Public Works Director - Road in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy Public Works Director - Road.

B. Travel and Per Diem. County shall reimburse Deputy Public Works Director - Road for the travel expenses and per diem which Deputy Public Works Director - Road incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Public Works Director - Road for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Public Works Director - Road without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Public Works Director - Road shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy Public Works Director - Road will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Public Works Director - Road by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Public Works Director - Road's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Public Works Director - Road that the performance of these services and work will require a varied schedule. Deputy Public Works Director - Road, in arranging their schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Public Works Director - Road to provide the services and work described in Attachment A must be procured by Deputy Public Works Director - Road and be valid at the time Deputy Public Works Director - Road enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Public Works Director - Road must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy Public Works Director - Road will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Public Works Director - Road and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Public Works Director - Road with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Public Works Director - Road to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Public Works Director - Road by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Public Works Director - Road will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Public Works Director - Road's possession.

B. Products of Deputy Public Works Director - Road's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents,

trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Deputy Public Works Director - Road's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy Public Works Director - Road will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Public Works Director - Road for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Public Works Director - Road for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Public Works Director - Road is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Public Works Director - Road harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Public Works Director - Road's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Public Works Director - Road ninety (90) days written notice of such intent to terminate. Deputy Public Works Director - Road may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Public Works Director - Road. County has relied upon the skills, knowledge, experience, and training of Deputy Public Works Director - Road as an inducement to enter into this Agreement. Deputy Public Works Director - Road shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Public Works Director - Road agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Public Works Director - Road agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Public Works Director - Road only as allowed by law.

15. CONFLICTS.

Deputy Public Works Director - Road agrees that Deputy Public Works Director - Road has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy Public Works Director - Road agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Public Works Director - Road or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Public Works Director - Road	
<u>Shannon Platt</u>	Name
<u>3499 Gerkin Road</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - ROAD**

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

COUNTY OF INYO

DEPUTY PUBLIC WORKS DIRECTOR - ROAD

By: _____

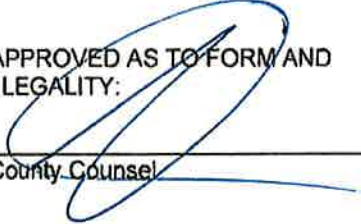
By: Shannon Platt
Print or Type Name

Dated: _____


Signature

Dated: 4-19-2023

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - ROAD**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Public Works Director - Road shall perform the duties and responsibilities as identified in the job description for Deputy Public Works Director - Road incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - ROAD**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Public Works Director - Road shall be compensated at Range 88, Step E and be paid \$9,618 per month and shall be paid every two weeks on County paydays.
2. The Public Works Director will review Deputy Public Works Director - Road performance annually.
3. Except as otherwise provided in this contract, Deputy Public Works Director - Road shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Deputy Public Works Director - Road is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Public Works Director - Road's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - ROAD**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Public Works Director - Road for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Public Works Director - Road will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\ NOTHING FOLLOWS ///

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS COX
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS**

INTRODUCTION

WHEREAS, CHRIS COX (hereinafter referred to as "Deputy Public Works Director - Operations") has been or will be duly appointed as a Deputy Public Works Director - Operations for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Public Works Director - Operations desire to set forth the manner and means by which Deputy Public Works Director - Operations will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Public Works Director - Operations hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Public Works Director - Operations shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Public Works Director - Operations under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Public Works Director - Operations will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Public Works Director.

3. TERM.

The term of this Agreement shall be from May 2, 2023 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Public Works Director - Operations in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy Public Works Director - Operations.

B. Travel and Per Diem. County shall reimburse Deputy Public Works Director - Operations for the travel expenses and per diem which Deputy Public Works Director - Operations incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Public Works Director - Operations for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Public Works Director - Operations without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Public Works Director - Operations shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy Public Works Director - Operations will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Public Works Director - Operations by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Public Works Director - Operations' obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Public Works Director - Operations that the performance of these services and work will require a varied schedule. Deputy Public Works Director - Operations, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Public Works Director - Operations to provide the services and work described in Attachment A must be procured by Deputy Public Works Director - Operations and be valid at the time Deputy Public Works Director - Operations enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Public Works Director - Operations must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy Public Works Director - Operations will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Public Works Director - Operations and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Public Works Director - Operations with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Public Works Director - Operations to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Public Works Director - Operations by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Public Works Director - Operations will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Public Works Director - Operations' possession.

B. Products of Deputy Public Works Director – Operations' Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio

recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Deputy Public Works Director - Operations' services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy Public Works Director - Operations will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Public Works Director - Operations for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Public Works Director - Operations for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Public Works Director - Operations is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Public Works Director - Operations harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Public Works Director - Operations' services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Public Works Director - Operations ninety (90) days written notice of such intent to terminate. Deputy Public Works Director - Operations may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Public Works Director - Operations. County has relied upon the skills, knowledge, experience, and training of Deputy Public Works Director - Operations as an inducement to enter into this Agreement. Deputy Public Works Director - Operations shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Public Works Director - Operations agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Public Works Director - Operations agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Public Works Director - Operations only as allowed by law.

15. CONFLICTS.

Deputy Public Works Director - Operations agrees that Deputy Public Works Director - Operations has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy Public Works Director - Operations agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Public Works Director - Operations or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Public Works Director - Operations	
<u>Chris Cox</u>	Name
<u>3596 Gerkin Rd.</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS COX
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS**

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

COUNTY OF INYO

DEPUTY PUBLIC WORKS DIRECTOR -
OPERATIONS

By: _____

By: Chris Cox
Print or Type Name

Dated: _____

Chris Cox
Signature

Dated: 5/2/23

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS COX
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Public Works Director - Operations shall perform the duties and responsibilities as identified in the job description for Deputy Public Works Director - Operations incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS COX
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Public Works Director - Operations shall be compensated at Range 88, Step E and be paid \$9,618 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Public Works Director will review Deputy Public Works Director - Operations performance annually.
3. Except as otherwise provided in this contract, Deputy Public Works Director - Operations shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Deputy Public Works Director - Operations is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Public Works Director - Recycling and Waste Management's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRIS COX
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Public Works Director - Operations for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Public Works Director - Operations will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - AIRPORTS**

INTRODUCTION

WHEREAS, ASHLEY HELMS (hereinafter referred to as "Deputy Public Works Director - Airports") has been or will be duly appointed as a Deputy Public Works Director - Airports for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Public Works Director - Airports desire to set forth the manner and means by which Deputy Public Works Director - Airports will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Public Works Director - Airports hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Public Works Director - Airports shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Public Works Director - Airports under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Public Works Director - Airports will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Public Works Director.

3. TERM.

The term of this Agreement shall be from April 4, 2023 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Public Works Director - Airports in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy Public Works Director - Airports.

B. Travel and Per Diem. County shall reimburse Deputy Public Works Director - Airports for the travel expenses and per diem which Deputy Public Works Director - Airports incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Public Works Director - Airports for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Public Works Director - Airports without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Public Works Director - Airports shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy Public Works Director - Airports will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Public Works Director - Airports by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Public Works Director - Airports' obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Public Works Director - Airports that the performance of these services and work will require a varied schedule. Deputy Public Works Director - Airports, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Public Works Director - Airports to provide the services and work described in Attachment A must be procured by Deputy Public Works Director - Airports and be valid at the time Deputy Public Works Director - Airports enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Public Works Director - Airports must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy Public Works Director - Airports will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Public Works Director - Airports and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Public Works Director - Airports with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Public Works Director - Airports to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Public Works Director - Airports by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Public Works Director - Airports will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Public Works Director - Airports' possession.

B. Products of Deputy Public Works Director – Airports' Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents,

trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Deputy Public Works Director - Airports' services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Deputy Public Works Director - Airports will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Public Works Director - Airports for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Public Works Director - Airports for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Public Works Director - Airports is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Public Works Director - Airports harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Public Works Director - Airports' services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Public Works Director - Airports ninety (90) days written notice of such intent to terminate. Deputy Public Works Director - Airports may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Public Works Director - Airports. County has relied upon the skills, knowledge, experience, and training of Deputy Public Works Director - Airports as an inducement to enter into this Agreement. Deputy Public Works Director - Airports shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Public Works Director - Airports agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Public Works Director - Airports agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Public Works Director - Airports only as allowed by law.

15. CONFLICTS.

Deputy Public Works Director - Airports agrees that Deputy Public Works Director - Airports has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy Public Works Director - Airports agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Public Works Director - Airports or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Public Works Director - Airports	
<u>Ashley Helms</u>	Name
<u>280 Mill Creek Rd.</u>	Mailing Address
<u>Bishop, CA 93514</u>	City and State

29. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - AIRPORTS**

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


COUNTY OF INYO

**AS DEPUTY PUBLIC WORKS DIRECTOR -
AIRPORTS**

By: _____


By: Ashley Helms
Print or Type Name

Dated: _____


Signature

Dated: April 26, 2023

APPROVED AS TO FORM AND
LEGALITY:




County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - AIRPORTS**

TERM:

FROM: April 4, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Public Works Director - Airports shall perform the duties and responsibilities as identified in the job description for Deputy Public Works Director - Airports incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - AIRPORTS**

TERM:

FROM: April 4, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Public Works Director - Airports shall be compensated at Range 88, Step E and be paid \$9,618 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Public Works Director will review Deputy Public Works Director - Airports performance annually.
3. Except as otherwise provided in this contract, Deputy Public Works Director - Airports shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Deputy Public Works Director - Airports is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Public Works Director – Airports' use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY PUBLIC WORKS DIRECTOR - AIRPORTS**

TERM:

FROM: April 4, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Public Works Director - Airports for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Public Works Director - Airports will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST-BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR FISCAL OVERSIGHT AND SPECIAL OPERATIONS**

INTRODUCTION

WHEREAS, MELISSA BEST-BAKER (hereinafter referred to as "Deputy Director Fiscal Oversight and Special Operations") has been or will be duly appointed as a Deputy Director Fiscal Oversight and Special Operations for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Deputy Director Fiscal Oversight and Special Operations desire to set forth the manner and means by which Deputy Director Fiscal Oversight and Special Operations will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Deputy Director Fiscal Oversight and Special Operations hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy Director Fiscal Oversight and Special Operations shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Deputy Director Fiscal Oversight and Special Operations under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. ADMINISTRATION OF CONTRACT.

Deputy Director Fiscal Oversight and Special Operations will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Health and Human Services Director.

3. TERM.

The term of this Agreement shall be from May 2, 2023 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy Director Fiscal Oversight and Special Operations in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Deputy Director Fiscal Oversight and Special Operations.

B. Travel and Per Diem. County shall reimburse Deputy Director Fiscal Oversight and Special Operations for the travel expenses and per diem which Deputy Director Fiscal Oversight and Special Operations incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Deputy Director Fiscal Oversight and Special

Operations for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Deputy Director Fiscal Oversight and Special Operations without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy Director Fiscal Oversight and Special Operations shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

D. Manner of Payment. Deputy Director Fiscal Oversight and Special Operations will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Deputy Director Fiscal Oversight and Special Operations by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

5. WORK SCHEDULE.

Deputy Director Fiscal Oversight and Special Operations' obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Deputy Director Fiscal Oversight and Special Operations that the performance of these services and work will require a varied schedule. Deputy Director Fiscal Oversight and Special Operations, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy Director Fiscal Oversight and Special Operations to provide the services and work described in Attachment A must be procured by Deputy Director Fiscal Oversight and Special Operations and be valid at the time Deputy Director Fiscal Oversight and Special Operations enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy Director Fiscal Oversight and Special Operations must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Deputy Director Fiscal Oversight and Special Operations will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Deputy Director Fiscal Oversight and Special Operations and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy Director Fiscal Oversight and Special Operations with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy Director Fiscal Oversight and Special Operations to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy Director Fiscal Oversight and Special Operations by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy Director Fiscal

Oversight and Special Operations will use reasonable care to protect, safeguard and maintain such items while they are in Deputy Director Fiscal Oversight and Special Operations' possession.

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

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy Director Fiscal Oversight and Special Operations for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Deputy Director Fiscal Oversight and Special Operations for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

In the event the Deputy Director Fiscal Oversight and Special Operations is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Deputy Director Fiscal Oversight and Special Operations harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Deputy Director Fiscal Oversight and Special Operations' services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy Director Fiscal Oversight and Special Operations ninety (90) days written notice of such intent to terminate. Deputy Director Fiscal Oversight and Special Operations may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

This is an agreement for the personal services of Deputy Director Fiscal Oversight and Special Operations. County has relied upon the skills, knowledge, experience, and training of Deputy Director Fiscal Oversight and Special Operations as an inducement to enter into this Agreement. Deputy Director Fiscal Oversight and Special Operations shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

13. NONDISCRIMINATION.

Deputy Director Fiscal Oversight and Special Operations agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy Director Fiscal Oversight and Special Operations agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy Director Fiscal Oversight and Special Operations only as allowed by law.

15. CONFLICTS.

Deputy Director Fiscal Oversight and Special Operations agrees that Deputy Director Fiscal Oversight and Special Operations has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Deputy Director Fiscal Oversight and Special Operations agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. AMENDMENT.

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

18. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Deputy Director Fiscal Oversight and Special Operations or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail to the respective parties as follows:

County of Inyo

<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

Deputy Director Fiscal Oversight and Special Operations

<u>Melissa Best-Baker</u>	Name
<u>114 Juniper Road</u>	Mailing Address
<u>Big Pine, CA 93513</u>	City and State

29. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by

reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST-BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR FISCAL OVERSIGHT AND SPECIAL OPERATIONS**

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

COUNTY OF INYO

**DEPUTY DIRECTOR FISCAL OVERSIGHT AND
SPECIAL OPERATIONS**

By: _____

By: Melissa Best-Baker
Print or Type Name

Dated: _____

Melissa Best-Baker
Signature

Dated: 5/3/2023

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST-BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR FISCAL OVERSIGHT AND SPECIAL OPERATIONS

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy Director Fiscal Oversight and Special Operations shall perform the duties and responsibilities as identified in the job description for Deputy Director Fiscal Oversight and Special Operations incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST-BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR FISCAL OVERSIGHT AND SPECIAL OPERATIONS**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy Director Fiscal Oversight and Special Operations shall be compensated at Range 88, Step E and be paid \$9,618 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Health and Human Services Director will review Deputy Director Fiscal Oversight and Special Operations performance annually.
3. Except as otherwise provided in this contract, Deputy Director Fiscal Oversight and Special Operations shall be compensated and receive benefits according to Inyo County Resolution Number 2021-38 or a successor resolution applicable to Management Employees.
4. Deputy Director Fiscal Oversight and Special Operations is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide and maintain a motor vehicle for Deputy Director Fiscal Oversight and Special Operations' use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
6. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST-BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY DIRECTOR FISCAL OVERSIGHT AND SPECIAL OPERATIONS**

TERM:

FROM: May 2, 2023 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Deputy Director Fiscal Oversight and Special Operations for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Deputy Director Fiscal Oversight and Special Operations will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\\\ NOTHING FOLLOWS



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

May 9, 2023

Reference ID:
2023-3730

Introduction to and Request to Fund Air Service Subsidy County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Direct staff to begin steps to allocate \$300,000 in the 3rd Quarter budget towards the Winter 2022 - 2023 United Airlines Minimum Revenue Guarantee and continue to coordinate with partner agencies on future subsidy cost-sharing conversations.

BACKGROUND / SUMMARY / JUSTIFICATION:

The four partner agencies within the Eastern Sierra Council of Governments (ESCOG) - Inyo County, Mono County, the City of Bishop, and Town of Mammoth Lakes - have long articulated a vision for *Reliable Regional Air Service*. For a little more than a decade leading up to 2021, commercial air service operated out of the Mammoth-Yosemite Airport (MMH) with a variety of providers and markets served over the years. While service out of MMH has proved to be a significant asset to the region, as of last year, commercial air service was relocated to the Bishop Airport (BIH) with the primary objective of increasing reliability. By nearly all measures, that objective has been achieved, with fewer canceled flights and higher customer satisfaction being just a couple of the potential metrics defining success.

Over the years, the four ESCOG agencies have worked in partnership with Mammoth Lakes Tourism (MLT) and Mammoth Mountain Ski Area (MMSA) with support from industry expert consultants to make strategic decisions with respect to air service. Namely, these decisions have been aimed at carriers, markets, and seasonal schedules. Decisions about air service are made in partnership, though MLT is the entity currently under contract with United Airlines for the service into BIH and is generally leading the staff-level coordination efforts around air service.

For air service to be successful in markets such as the Eastern Sierra, airlines generally require a Minimum Revenue Guarantee (MRG). In fact, this is a typical requirement before any new market is established or even considered by an airline. This MRG ensures that a carrier receives a level of revenue which is commensurate with the market(s) served, and to a degree is influenced by the level of stability or risk associated with providing that service. Ultimately, the local entities are expected to subsidize the cost of providing any such service in order to ensure that the MRG is met.

As reliability and passenger enplanement (use of the service) increases, logically the overall need for any of the contracting entities to subsidize such service will go down. However, there are other factors

contributing to the MRG, including the cost to provide the service (based on fluctuating cost of fuel, etc.) and the partner's desire to hit a target ticket price. While there is a stop-loss or "cap" put in place with respect to the subsidy expectation, it is impossible to truly determine the cost of providing the service until after the fact. As such, the MRG and associated subsidy is typically articulated as a range, with the lower end being determined by actual utilization and cost of providing that service, and the cap being what the airline needs to make in providing that service.

Given the history of air service being based at MMH, and the value of that service to the tourism market within the Town of Mammoth Lakes, MLT is primarily responsible for the MRG associated with that service - contributing the first tranche of money toward the total subsidy cost. This funding comes from the revenue collected through the Mammoth Lakes Tourism Business Improvement District (TBID). However, it is clear that commercial air service is not intended solely to bring visitors into our region, and as the reliability of that service has improved, there has been an increase in local use. Due to restrictions on the TBID, those funds can only be applied to a subsidy for visitors/tourists using the service to access Mammoth Lakes, not locals.. As a result, there is a need for the local agencies to contribute funds to help close the gap between what the TBID can cover and the total cost of the MRG for any period of operation. While there is not data to perfectly capture utilization, it has generally been accepted that about 80% of the winter passengers are visitors to Mammoth Lakes.

The nature of the business demands that decisions for operations be made well in advance - sometimes as much as a year ahead of when that service will start. Given uncertainties about market conditions, costs of providing service, and other factors, it is challenging to pinpoint the exact cost for the subsidy that will be needed for the service. As decisions regarding air service for 2022 - 2023 were being made last year, MLT approached Inyo County with a request to assist with the local portion of the MRG, however, since it was unknown exactly how much the Winter 2022-2023 air service would cost, no amount was ever actually put into the County's budget.

Now that the 2022 - 2023 Winter Season has concluded, there is a better understanding of the total and proportional cost for the service. While the accounting is still being finalized, it is expected that the local portion of the subsidy will be between \$250,000 - \$300,000. To ensure that there is adequate money to address this cost, the Budget Team is recommending transferring \$300,000 from the Accumulated Capital Outlay account in the CAO's budget into a new Air Subsidy line item in the Bishop Airport budget during 3rd Quarter.

Moving forward, it is recognized by all of the partners that improved governance and coordination is necessary with regard to decision making around future service, the sharing of associated subsidy costs, and any discussion with respect to service expansion. This includes discussing the sharing of costs associated with the 2022 - 2023 Winter Season. It is likely that much of this will be accomplished through an existing entity such as the Mono-Inyo Air Working Group (MIAWG), which is a sub-committee of the ESCOG.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	10201
Budgeted?	No - Will be included in 2022 - 2023 3rd Quarter	Object Code	
Recurrence	TBD		
Current Fiscal Year Impact			
Up to \$300,000 as determined by actual costs and potential cost-sharing agreements between the other agencies.			
Future Fiscal Year Impacts			
There is currently no commitment to future years, however this may be determined based on further conversations with partners and the Board of Supervisors.			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to allocate funding towards the Minimum Revenue Guarantee. This is not recommended, however, as doing so could threaten the future of air service into the Bishop Airport.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. BIH Air Subsidy Concepts - Inyo BOS - May 9, 2023

APPROVALS:

Nate Greenberg	Created/Initiated - 5/3/2023
Darcy Ellis	Approved - 5/4/2023
Ashley Helms	Approved - 5/4/2023
John Vallejo	Approved - 5/4/2023
Amy Shepherd	Final Approval - 5/4/2023

BISHOP AIRPORT (BIH) AIR SERVICE SUBSIDY



2022 – 2023 WINTER AIR SERVICE



DENVER	2022-2023			2021-2022			YOY Change	YOY Change
	# Available	Sold	Load Factor %	# Available	Sold	Load Factor %	# Sold	Load Factor
	13,720	9,668	70%	11,410	6,957	61%	2,711	9%
SAN FRANCISCO	2022-2023			2021-2022			YOY Change	YOY Change
	# Available	Sold	Load Factor %	# Available	Sold	Load Factor %	# Sold	Load Factor
	11,410	6,331	55%	11,480	5,152	45%	1,179	11%

Air Service – First Two Seasons

Reliability

Cancellations 21/22				
	Weather in Bishop	Weather elsewhere	Mechanical	Crew
SFO	0	0	4	4
DEN	0	1/2	1/2	1
LAX	0	0	2	2
Total	0	1/2	6 1/2	7

Overall Cancellation
Rate: 4.7%

Cancellations 22/23 as of 3/15/2023				
	Weather in Bishop	Weather elsewhere	Mechanical	Crew
SFO	2	2	1/2	0
DEN	2	1	0	0
Total	4	3	1/2	0

Overall Cancellation
Rate: 4.8%

MINIMUM REVENUE GUARANTEE



Necessary in new markets

Ensures airline revenue earning

Subsidizes cost of service

Keeps ticket prices reasonable

FACTORS DRIVING SUBSIDY



Expenses

- Base Flight Cost: aircraft, staffing, fuel, profit, etc.
- Operating Season Length

Revenue

- Overall Load Factor
- Ticket Cost

CURRENT SUBSIDY STRUCTURE



Winter Min. Revenue Guarantee: \$2.3M

Mammoth Mountain Direct Support

(Remaining)

3rd Tier Subsidy

Local Agency Support

(up to \$500k)

2nd Tier Subsidy

Mammoth Lakes Tourism Business Improvement District

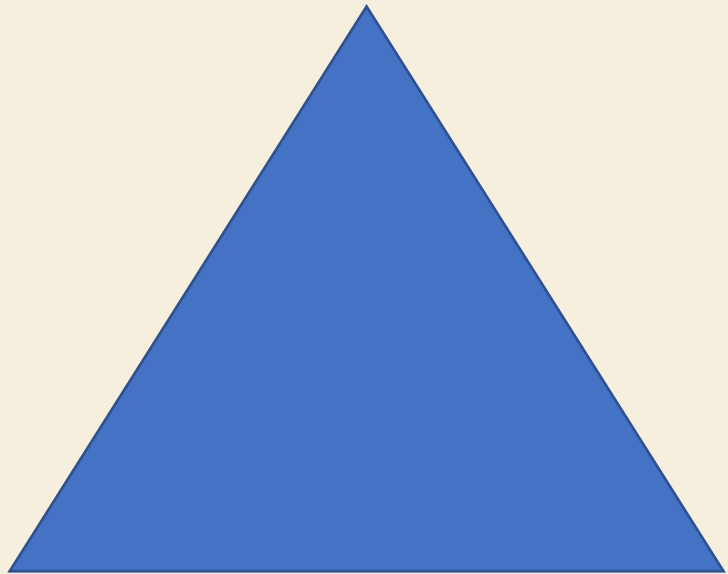
80% Support (up to \$1.4M)

1st Tier Subsidy

FUTURE CONSIDERATIONS



INFRASTRUCTURE



AIR SERVICE

SUBSIDY

- **Subsidy Funding Source(s)**

- Regionalization
- Tax, District, etc.

- **Expansion Demands**

- Subsidy commitment
- Infrastructure requirements
- Engaged airline

AIR SERVICE EXPANSION SCENARIOS



STATUS QUO

Maintain one DEN and SFO flight during winter, and one SFO flight during the summer.

Spring & Fall breaks

Assumed "fair" price for tickets

INCREMENT

Add one DEN flight on top of Status Quo in winter, and/or expand winter and summer months (shorten time without flights)

YEAR ROUND

Expand SFO and/or DEN markets to year-round service


NEW MARKETS

Add additional carriers to additional markets

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: **647965**
Receipt Number: **2794589**
Geographical Code: **1401**
Copies Mailed Date: **April 27, 2023**
Issued Date: 

RECEIVED

MAY 1 2023

Inyo County Administrator
Clerk of the Board

1:15pm

DISTRICT SERVING LOCATION: **BAKERSFIELD**
First Owner: **ERICK SCHAT'S BAKKERIJ**
Name of Business: **ERICK SCHAT'S BAKERY**
Location of Business: **763 N MAIN ST
BISHOP, CA 93514-2427**
County: **INYO**
Is Premises inside city limits? **Yes**
Mailing Address:(If different from premises address)
Type of license(s): **20**
Transferor's license/name: **589091 / SCHAT'S INC.**

Census Tract: **0004.00**

Dropping Partner: Yes No

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
20 - Off-Sale Beer And Wine	PER/PRM	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	04/27/23	\$990.00
Application Fee	STATE FINGERPRINTS	NA	2	04/27/23	\$78.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	04/27/23	\$48.00
20 - Off-Sale Beer And Wine	ANNUAL FEE	NA	0	04/27/23	\$435.00
Total					\$1,551.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: April 27, 2023


Applicant Name(s)

ERICK SCHAT'S BAKKERIJ

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **647918**
 Receipt Number: **2794301**
 Geographical Code: **1401**
 Copies Mailed Date: **April 26, 2023**
 Issued Date: 

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **SHOT OF WHISKEY INC**
 Name of Business: **WHISKEY CREEK RESTAURANT**
 Location of Business: **524 N MAIN ST
 BISHOP, CA 93514-2745**

County: **INYO**

Is Premises inside city limits? **Yes** Census Tract: **0001.00**

Mailing Address:(If different from premises address)

Type of license(s): **47** Dropping Partner: Yes No

Transferor's license/name: **508129 / EASTERN SIERRA RESTAURANT MANAGEMENT, INC.**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
47 - On-Sale General Eating Place	ORI	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	DBL TRF: PREMISES AND PERSON	NA	0	04/26/23	\$1,370.00
47 - On-Sale General Eating Place	ANNUAL FEE	P0	1	04/26/23	\$860.00
Total					\$2,230.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: April 26, 2023

Applicant Name(s)

SHOT OF WHISKEY INC

Commissioners
Eric Sklar, President
Saint Helena

Erika Zavaleta, Vice President
Santa Cruz

Jacque Hostler-Carmesin, Member
McKinleyville

Samantha Murray, Member
La Jolla

Anthony Williams, Member
Huntington Beach

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

MEETING AGENDA May 17, 2023, 8:30 a.m.

Participate in Person

Monterey County Fair and Event Center
2004 Fairground Road
Monterey, CA 93940

The meeting will be live streamed; visit <http://www.fgc.ca.gov> the day of the meeting to watch or listen. To provide public comment during the meeting, please join at an in-person location, via Zoom, or by telephone; [click here](#) for instructions on how to join.

Pursuant to California Government Code Section 11133, the California Fish and Game Commission is conducting this meeting by webinar/teleconference in addition to the in-person location. Commission members may participate remotely. The public may provide public comment during the public comment periods and otherwise observe remotely, consistent with the Bagley-Keene Open Meeting Act.

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 5. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

1. Consider approving agenda and order of items

GENERAL PUBLIC COMMENT

2. **General public comment for items not on the agenda**
Receive public comment regarding topics within the Commission's authority that are not included on the agenda.
Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), Government Code).

DISCUSSION AND ACTION ITEMS

3. California halibut emergency

Discuss and consider adopting emergency regulations for California halibut to reduce daily bag and possession limits in anticipation of greater fishery pressure due to salmon fishing closures.

(Amend Section 28.15, Title 14, CCR)

4. Klamath River Basin sport fishing (annual)

Adopt proposed amendments to Klamath River Basin sport fishing regulations and consider taking final action under the California Environmental Quality Act (CEQA).

(Amend Section 5.87 and subsection 7.40(b)(50), Title 14, CCR)

5. Central Valley sport fishing (annual)

Adopt proposed amendments to central valley sport fishing regulations and consider taking final action under CEQA.

(Amend subsections 7.40(b)(4), (43), (66) and (80), Title 14, CCR)

6. Spring-run Chinook salmon emergency closures in the Klamath, Trinity, Eel, and Smith rivers

Discuss and consider adopting emergency regulations for spring-run Chinook salmon recreational fishing closures for the Klamath River, Trinity River, Eel River, and Smith River due to federal salmon closure recommendations.

(Amend subsections 7.40(b)(40), (b)(50), and (b)(105), Title 14, CCR)

Adjourn

California Fish and Game Commission Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
June 14-15	CalEPA Headquarters Building Coastal Hearing Room, 2 nd Floor 1001 I Street Sacramento	
July 20		Marine Resources Sonoma/San Francisco Bay area
August 21		Tribal River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540
August 22-23	River Lodge Conference Center 1800 Riverwalk Drive Fortuna, CA 95540	
September 21		Wildlife Resources Chico area
October 11-12	San Jose area	
November 16		Marine Resources San Diego area
December 12		Tribal San Diego area
December 13-14	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 23-27; 2023 – Calgary, Alberta, Canada

Pacific Fishery Management Council

- June 20-27, 2023 – Vancouver, WA
- September 7-14, 2023 – Spokane, WA
- October 31 – November 8. 2023 – Garden Grove, CA

Pacific Flyway Council

- August 25, 2023 – Winter Park, CO

Western Association of Fish and Wildlife Agencies

- July 9-14, 2023 – Santa Fe, NM

Wildlife Conservation Board

- May 25, 2023 – Sacramento, CA
- August 24, 2023 – Sacramento, CA
- November 16, 2023 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 154th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at EEO@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on May 4, 2023**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on May 12, 2023**. Comments received by this deadline will be made available to Commissioners at the meeting.

Written comments received after the supplemental comment deadline will not be included in the meeting materials.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. To be received by the Commission at this meeting, petition forms must be delivered by the **Supplemental Comment Deadline** (or delivered in person at the meeting during the regulation change petitions agenda

item). Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the **Supplemental Comment Deadline** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person, please complete a “speaker card” and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item by webinar/teleconference, please “raise” your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers by webinar/teleconference will be identified by your Zoom display name or last three digits of your phone number; please pay attention to when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - i. In-person participants ceding their time must complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time.
 - ii. Zoom participants ceding their time must notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom they are ceding time, and must be present on Zoom during the agenda item.
 - b. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.

- c. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).
- d. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.



Introduction

The U.S. Department of the Interior, Bureau of Land Management (BLM) has prepared an Engineering Evaluation/Cost Analysis (EE/CA) and screening level risk assessment (SLRA) for the Keeler Mill Site ((Site) Figure 1). The Site (also known as Keeler Gold Mines, Kruger Mine) was a former gold, silver, copper, lead, iron and manganese mine, located approximately four miles east-southeast of Keeler, in Inyo County, California. The EE/CA was prepared to evaluate various removal alternatives considered for a Non-Time Critical Removal Action and identifies a preferred remedy. The EE/CA identifies the extent of contamination associated with mining and it also identifies potential risks to Site visitors and ecological receptors.

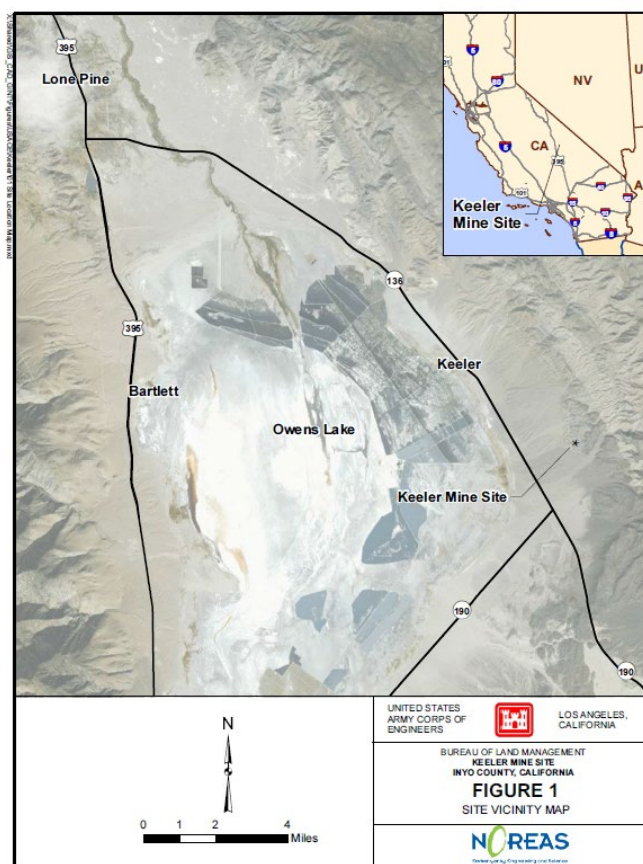
Background and Site Description

The Site began operation in 1908. Claims were producing ore described as “of a high grade,” but shipping the ore proved costly. However, in 1912 a new vein of free milling quartz was discovered, and in 1914, a 3-stamp mill was built to work ore. Yet, gold production faded during the following year, and by 1920, gold mining in Inyo County was practically non-existent. In 1934, the Keeler Gold Mines, Inc. purchased the former Kruger Mine and expanded the operation and constructed a new mill (picture above circa 1937). Keeler Gold Mines, Inc. continued operations into 1940. Sometime between 1940 and 1943, the mill was converted for processing tungsten by the West Coast Tungsten Company and continued to operate until closing in 1958.

Mining operations resulted in two primary waste types that were the focus of this study: waste rock, deposited around mine openings; and mill tailings, deposited in and downgradient of the mill area.

Visible features at the Site include a deep vertical shaft and adits located near the mill, along the hillside to the north and northeast of the Site. Additional Site features include concrete foundations, footings and forms associated with the stamp mill and cyanide processing area, retaining

walls, mill tailings and mine waste deposits.



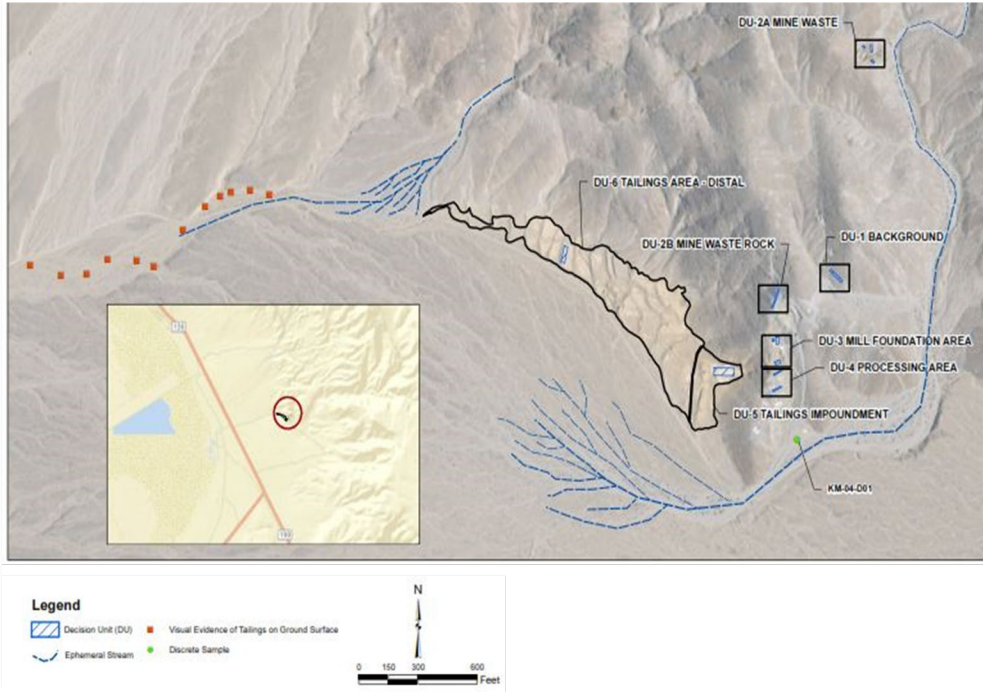
Scientists and engineers visited the Site in May 2017 and collected information concerning site background, operational history and current environmental conditions sufficient to assess potential threats posed to human health and the environment. Because releases of substances potentially harmful to human health and/or the environment were suspected to have occurred, further investigation of the Site, including environmental sampling and chemical analysis, was warranted.

Eight Decision Units (DUs) were sampled to characterize the nature and extent of contamination at the Site (DU-1) “background” area, and seven waste areas; northern mine waste rock area (DU-2A), waste rock piles located adjacent to mine openings; southern mine waste rock area (DU-2B), waste rock piles located adjacent to mine openings and mill foundation area; mill foundation area (DU-3), soil/mill tailings in the vicinity of crusher/concentrator operations; cyanide processing

area (DU-4), soil/mill tailings in the vicinity of crusher/concentrator; mill tailings impoundment (DU-5), soil/mill tailings immediately west of DU-4; • mill tailings distal area (DU-6), soil/mill tailings west of DU-5; and downgradient wash area (DU-7), discontinuous/isolated accumulations of mill

- identify and fill data gaps and document the need for removal actions to address contamination on Site;
- prepare an analysis of available data and verify results of previous Site studies;

Site Overview



- conduct additional human health and ecological risk assessments to determine the potential threats posed by contamination originating at the Site; and
- provide a framework for the evaluation and selection of potential response actions and applicable technologies consistent with the Hazardous Substances Pollution Contingency Plan (NCP).

BLM employees/recreational users and fauna have complete exposure pathway to contaminated soil. The Hazard Index for exposure to

tailings that were eroded from upgradient areas and deposited in an ephemeral stream bed.

A Preliminary Assessment and Site Inspection study conducted in 2018 identified and evaluated eight DUs. The waste areas of DU-2A to DU-6 in total, cover approximately 7.5 acres near the mine adits, mill foundation and mill tailings impoundment areas. The ephemeral wash downgradient of the mill tailings impoundments is called DU-7. The waste areas of all DUs including DU-7, cover approximately 32 acres.

The BLM used data collected during this Site Inspection, along with additional sampling done during the EE/CA to support response actions for the Site. The soil samples were analyzed for several metals, cyanide, acid-base accounting (ABA, a measure of acid-producing potential of the soil) and soil pH. Additional discrete soil sampling and x-ray fluorescence [XRF] field analysis was conducted to evaluate the nature and extent of contamination in the downgradient wash areas.

The goals of the EE/CA were to:

contaminants of concern at the Site is greater than one for human and ecological receptors and the incremental lifetime cancer risk is above the “one in one million” target level.

Contaminated soil is exposed at the surface and is subject to erosion and migration.

Surface soil is subject to erosion during wind and rain events which could cause waste material migration.

A Screening Level Risk Assessment (SLRA) was prepared in accordance with EE/CA guidance (United States Environmental Protection Agency [EPA], 1993) to evaluate potential risks to human health or the environment from exposure to Site contaminants. The risk assessment found the primary potential receptors are: Human recreational (short-term) users of the Site; BLM employees and contractors who may perform periodic inspection, monitoring and maintenance activities and terrestrial ecological receptors.

The BLM has determined threats to public health, welfare and the environment at Keeler Mine and Mill necessitate a non-time critical removal action pursuant to CERCLA Section 104(a) and Section 300.415 of the NCP.

Transport and Migration Pathways – Transport mechanisms include aeolian processes (wind erosion), surface runoff during precipitation events and channelized ephemeral surface water flow. Site observations indicate the most notable erosion by runoff and channel flow has occurred in DU-5 and DU-6, where appreciable erosion rills and channel incision was noted.

Off-Site Migration – Field observations found the most substantial erosion of waste materials in DU-5 and DU-6, where mill tailings were observed to be eroded and incised by small drainage rills and channels. Mill tailings were found as alluvial deposits downgradient in DU-7, where discontinuous, thin deposits were observed in alluvial channels. Site observations indicate the deposits found in DU-7 likely came from upgradient mill tailings.

Primary Contaminants of Concern (COPCs) identified by the Risk Analysis (SLRA) are arsenic, lead and tungsten, which comprise the primary COPCs in human health risk. Secondary COCs identified by the Risk Analysis (SLRA) are antimony, arsenic, cadmium, chromium, cobalt, copper, lead, mercury, selenium, silver, zinc and cyanide, which are the COPCs identified for ecological receptors.

The cleanup goals for lead and arsenic are based on human health risk for current and future land use. The goal for lead is 800 mg/kg, the conservative BLM recreational user screening level. The goal for tungsten is 1,600 mg/kg, based on our calculation of the BLM recreational user screening level following the BLM methodology.

The NCP (40 CFR Part 300.415) provides a framework for the removal action process. The process is a tool for accomplishing prompt risk reduction through implementation of an early action consistent with any final remedy that may be selected for Site remediation. In some cases, the removal action itself becomes the final remedy. The removal action process is being applied to facilitate

prompt risk reduction by reducing the potential for contaminant migration from the Keeler areas of concern.

The Remedial Action Objectives (RAOs) have been developed based on analysis of the sources of contamination; the nature and extent of contamination; and the results of the human health and ecological Screening Level Risk Assessment. RAOs strive to control the contamination sources and to eliminate the potential for exposure of human and ecological receptors to Site contamination. RAOs are the link from the Site characterization and risk evaluation to the removal action alternatives. RAOs serve as a basis for selecting technologies and developing removal action alternatives.

The removal action alternatives considered, include the following:

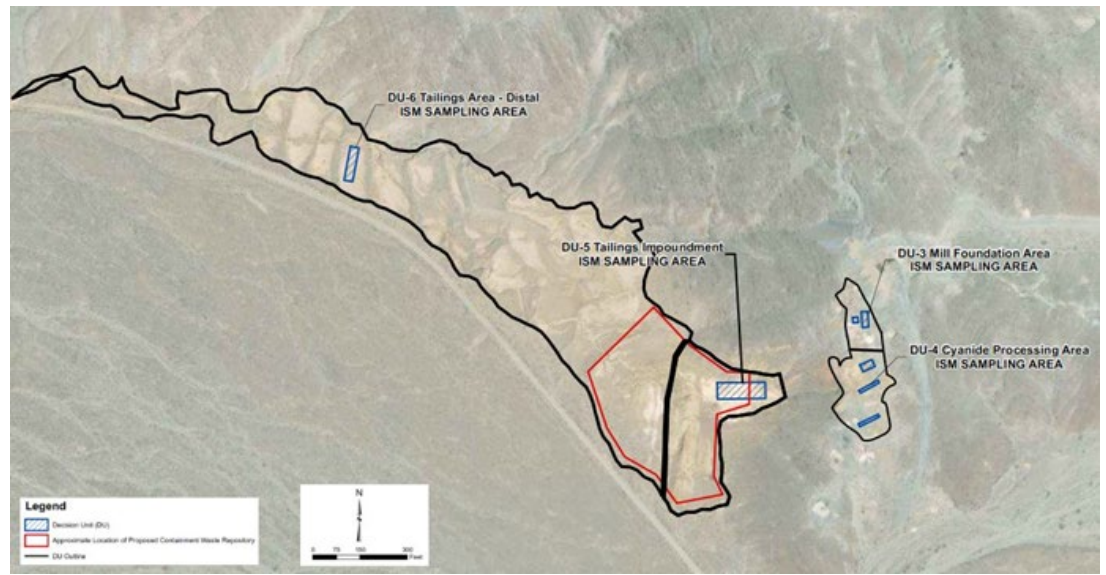
- **Alternative A:** No Action
- **Alternative B:** Institutional Controls
- **Alternative C:** Containment in Place (DU-2A through DU-4) and Consolidation and Containment (DU-5 through DU-7)
- **Alternative D:** Containment in Place (DU-2A and DU-2B) and Consolidation and Containment (DU-3 through DU-7)
- **Alternative E:** Removal of DU-2A through DU-7 of Soil Above Remediation Goals with Off-Site Transport and Waste Disposal
- **Alternative F:** Institutional Controls (DU-2A and DU-2B), Consolidation and Containment (DU-3 through DU-6), No Action at DU-7

In accordance with EPA guidance, the EE/CA presents an evaluation of potential removal action alternatives according to their respective effectiveness, implement ability and cost.

The Preferred Alternative: Alternative F provides a cost-effective remedy, minimizes total area of construction disturbance and provides for a high level of protection for the environment. Alternative F does not eliminate wastes from the Site; consequently, Alternative F will require long-term monitoring and requires ICs to be effective. Alternative F is expected to require infrequent Site

maintenance if storm events or Site use damage remedy features.

Alternative F involves excavation of approximately 11,750 cubic yards of mine waste including tailings, waste rock and contaminated soil from the Site. The mine waste will be **consolidated and contained within a repository** (permanent waste storage cell) at the Keeler Mine area. The repository will be capped with native soil and native plants will grow over the cap. The final land surface will be graded to leave safe slope and blend topography of disturbed areas with surrounding topography. Surface water will be diverted away from the repository to prevent erosion. Institutional Controls in the form of notification including warning signage will be posted advising of potential Site risks, as well as possible road decommissioning via barricades. BLM will conduct long-term maintenance to ensure the repository remains undisturbed by humans, wildlife and weather. This proposed \$3 million project is budgeted within the BLM and is estimated to take one to two years to complete.



Proposed Waste Impoundment Area

For More Information, visit

<https://eplanning.blm.gov/eplanning-ui/project/2024202/510>

For any questions or concerns about this project email:

*Sterling White at swhite@blm.gov
BLM – California Desert District*

On-Site Repository/Containment: The cap design will be a simple cover of earth material (not a composite or complex cover), as described above in Section 7.1. The cover will consist of 1.5-foot-thick rock layer to provide a barrier to prevent exposure of humans and fauna to in situ or consolidated wastes and minimize potential exposure of in situ or consolidated wastes due to erosion of cap materials by precipitation runoff or offroad vehicle use. The intent of the cover will be to prevent exposure of humans and fauna to consolidated wastes and minimize potential exposure due to erosion of cap materials by precipitation runoff or off-road vehicle use. The proposed on-Site consolidation repository will be in general vicinity of DU-5 and east side of DU-6.