

# Agenda



## County of Inyo Board of Supervisors

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

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

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

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

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

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

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

### **September 21, 2021 - 8:30 AM**

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

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Counsel.
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code Section 54956.8** - Property: APN 008-240-01; Agency Negotiators: Leslie Chapman and Marshall Rudolph; Negotiation Parties: Inyo County and SSW LLC Opportunity Zone; Under Negotiation: Price and terms of payment.

5. **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 – County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.
6. **PLEDGE OF ALLEGIANCE**
  7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  8. **PUBLIC COMMENT**
  9. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
  10. **COVID-19 STAFF UPDATE**

**CONSENT AGENDA** (Approval recommended by the County Administrator)

11. **Assessor** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Erik Endler for the provision of professional services relating to the creation of a valuation model for purposes of training appraisal staff and the use in property tax assessments related to income producing properties, specifically geothermal properties, to extend the end date from September 30, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. **County Administrator - Motor Pool** - Request Board authorize a purchase order in an amount not to exceed \$23,653.13, payable to Enterprise Fleet Management for the capitalized cost reduction payment towards the lease of one (1) Ford F350 Utility body unit# 256SFS.
13. **County Administrator - Risk Management** - Request Board approve an agreement with Health and Safety Institute of Frisco, Texas, for an amount not to exceed \$20,000, for the period of October 1, 2021 through September 30, 2023, contingent upon the adoption of future budgets, for the purchase of credits for employees to take the Remote Skills Verification CPR, First Aid & AED Training course, and authorize the Risk Manager to sign the Order Form and associated documents.
14. **Health & Human Services - Social Services** - Request Board: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiation Services; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record services in an amount not to exceed \$256,952.00 for the period of October 1, 2021 through June 30, 2023, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign.

15. **Health & Human Services** - Request Board approve an amendment to the Memorandum of Understanding between the County of Inyo Department of Health and Human Services and Mammoth Lakes Housing, extending the term of the MOU from September 30, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **Health & Human Services** - Request Board authorize the issuance of a blanket purchase order for BIT California, LLC in the amount of \$12,000 for postage in the Social Services Programs for Fiscal Year 2021-2022.
17. **Public Works** - Request Board approve Resolution No. 2021-49, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving the Airport Emergency Plan for the Bishop Airport," and authorize the Chairperson to sign.
18. **Public Works - Road Department** - Request Board approve the closure of portions of Tu Su Lane, Diaz Lane, and North Pa Ha Lane on Friday, September 24, 2021, between the hours of 6:45 a.m. and 11:00 a.m.
19. **Sheriff** - Request Board: A) declare Idemia of Anaheim, CA the sole-source provider of LiveScan Fingerprint machine, warranty, and components; B) authorize the issuance of a purchase order in an amount not to exceed \$32,000 (includes tax and shipping), payable to Idemia of Anaheim, CA for LiveScan Fingerprint machine, warranty, and components; and C) authorize the Sheriff or designee to sign quote No. IDCA-L022421-02B.
20. **Sheriff** - Request Board: A) declare Onsolve, LLC of Ormond Beach, FL a sole-source provider of CodeRED Emergency Notification System / Integrated Public Alert Warning System - IPAWS; and B) authorize the issuance of a purchase order in an amount not to exceed \$12,500, payable to Onsolve, LLC of Ormond Beach, FL.

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

21. **County Administrator - Emergency Services** - Request Board review the proposed 2021 County Coordinator Grant Application, funded by a grant from CalFire and administered through the California Fire Safe Council, to the County of Inyo as an eligible applicant, and if deemed acceptable: A) approve the submittal of the 2021 County Coordinators Grant Application on behalf of Inyo County; and B) authorize the County Administrator, as the Director of Emergency Services, to sign the grant application as well as any and all accompanying grant documents.
22. **County Administrator - Motor Pool** - Request Board declare one (1) 2009 Yamaha Rhino (Asset# 8813) as surplus and no longer required for County use, and approve the donation of the vehicle to the Big Pine Volunteer Fire Department pursuant to Government Code Section 25372 (*4/5ths vote required*).

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

23. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

24. **California Department of Alcohol Beverage Control** - Application for Type 41- On-Sale Beer and Wine/Eating Place alcohol beverage license from Christina Marie Chavez for Indiego Tasting House, 2270 N. Sierra Highway, Bishop.





# County of Inyo



## Assessor

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** David Stottlemire

**SUBJECT:** Amendment 1 to Erik Endler Professional Services Contract

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Erik Endler for the provision of professional services relating to the creation of a valuation model for purposes of training appraisal staff and the use in property tax assessments related to income producing properties, specifically geothermal properties, to extend the end date from September 30, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The original agreement, under the direction of the County Assessor, is providing for the creation of a valuation model for purposes of deriving an assessment for geothermal property. It is also serving to train the Assessor's office appraisal staff in the process of valuing geothermal property. With properly trained staff, future outside services can be minimized. An extension of the contract is requested so that the contractor may complete the Scope of Work.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On May 11, 2021, your Board approved a contract between the County of Inyo and Erik Endler for the provision of professional services relating to the creation of a valuation model for purposes of training appraisal staff and the use in property tax assessments related to income producing properties, specifically geothermal properties, for the period of June 1, 2021 to September 30, 2021 in an amount not to exceed \$50,000.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may choose to not approve this contract amendment. Doing so would leave the contractor's work unfinished, and require the Assessor's appraisal staff to perform the valuation with the limited experience they have with this type of project.

**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

The expense for the original contract is budgeted in the Fiscal Year 2021-2022 Assessor Budget (010600) in the Professional Services object code (5265). This amendment does not change the amount of the agreement.

**ATTACHMENTS:**

1. Erik Endler Contract Amendment 1
2. Erik Endler Contract Signed

**APPROVALS:**

Darcy Ellis  
Marshall Rudolph  
Amy Shepherd  
David Stottlemyre

Created/Initiated - 9/8/2021  
Approved - 9/8/2021  
Approved - 9/8/2021  
Final Approval - 9/14/2021

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Erik Endler**  
**FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
Erik Endler, of \_\_\_\_\_  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal  
Services dated \_\_\_\_\_, on County of Inyo Standard Contract No. 155,  
for the term from 6/1/2021 to 9/30/2021.

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

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

County and Contractor hereby amend such Agreement as follows:

Extend the contract to 12/31/2021

The effective date of this Amendment to the Agreement is \_\_\_\_\_.

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

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Erik Endler**  
**FOR THE PROVISION OF PERSONAL SERVICES**

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

**COUNTY OF INYO**

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO RISK ASSESSMENT:

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

**CONTRACTOR**

By: Erik Endler

Signature  
Erik Endler  
Print or Type Name

Dated: 9-10-2021

RECEIVED  
APR 26 2021  
INYO COUNTY  
ASSESSOR'S OFFICE

AND Erik Endler  
**AGREEMENT BETWEEN INYO COUNTY**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "County") may have the need for the professional services of Erik Endler hereinafter referred to as "Contractor", and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. INTIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from 06/01/2021 to 09/30/2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From NA through \_\_\_\_\_
- b. From NA through \_\_\_\_\_

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at COUNTY'S request.

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

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits,

disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed fifty thousand dollars and zero cents Dollars (\$50,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed

in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

## **7. COUNTY PROPERTY.**

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

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

## **8. INSURANCE.**

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

## **9. STATUS OF CONTRACTOR.**

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

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

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

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

## 10. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

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

## 11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal laws, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

## 12. NONDISCRIMINATION.

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

## 13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

## 14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign



or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or County statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be

invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**INYO COUNTY:**

<u>Assessor</u>	Department
<u>PO BOX J</u>	Address
<u>Independence CA 93526</u>	City and State

**CONTRACTOR:**

<u>Erik Endler</u>	Name
<u>30345 Mission St.</u>	Address
<u>Highland, CA 92346</u>	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN INYO COUNTY**  
**AND Erik Endler**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

**INYO COUNTY**

**CONTRACTOR**

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

By: Erik Endler

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

Erik Endler

Print or Type Name  
Dated: 4-19-2021

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Sue Doshon / by [Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmby  
Risk Manager

**ATTACHMENT A**

**AND** Erik Endler  
**AGREEMENT BETWEEN INYO COUNTY**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM:** 06/01/2021 **TO:** 09/30/2021

**SCOPE OF WORK:**

Under the direction of the County Assessor, create a valuation model(s) for the purpose of property tax assessments for change-of-ownership and regular ongoing assessments of geothermal power plant properties within Inyo County, and assist and advise the County Assessor and staff in the creation and understanding of same.

**CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

Contractor shall also maintain the confidentiality of all records, information and data of any form or description related to any assessee that is obtained in performance of this Agreement, in accordance with the provisions of Sections 408, 451, 441, and 481 of the Revenue and Taxation Code ("Confidential Information"). Such Confidential Information includes, but is not limited to, change of ownership statements, property tax returns, income tax returns, annual business property statements, all information obtained by an Assessor pursuant to Revenue and Taxation Code Sections 441(d) through and including 470, purchase/sale agreements, purchase/sale cash flow statements and any other confidential property owner information obtained by Contractor. Contractor shall provide all services, advice and representation rendered under this Agreement exclusively to the Inyo County Assessor. All records, data and Confidential Information coming into Contractor's possession and all knowledge gained during the course of Contractor's performance of services hereunder shall be and remain the property of the County and shall be maintained by Contractor in strictest confidence while in Contractor's possession. Contractor shall never show, discuss or provide Confidential Information, taxpayer information or records in Contractor's possession to any third party and shall take all necessary steps to protect Confidential Information. If source data, work product or any other Confidential Information, prepared by or in the possession of Contractor, are subject to a request for discovery during any assessment appeal or other administrative or judicial proceeding, Contractor shall assert the individual Assessor's privilege against disclosure of this information and notify the Assessor of the discovery request. Contractor and the Assessor shall also assert the confidentiality privilege against disclosure and the confidentiality requirements of Revenue and Taxation Code Sections 408(e), 441, 451, and 481.

**ATTACHMENT B**

**AND** Erik Endler  
**AGREEMENT BETWEEN INYO COUNTY**  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM:** 06/01/2021 **TO:** 09/30/2021

**SCHEDULE OF FEES:**

Contractor shall be paid \$250 per hour for work performed.

Contractor shall be reimbursed for direct expenses incurred by contractor to secure valuation data required to fulfill the scope of work.

**ATTACHMENT C**

**AND** **AGREEMENT BETWEEN INYO COUNTY**  
Erik Endler  
**FOR THE PROVISION OF PROFESSIONAL SERVICES**

**TERM:**

**FROM:** 06/01/2021

**TO:** 09/30/2021

**SEE ATTACHED INSURANCE PROVISIONS**



# County of Inyo



## County Administrator - Motor Pool

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Miquela Beall

**SUBJECT:** Request Board authorize a purchase order payable to Enterprise Fleet Management

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**RECOMMENDED ACTION:**

Request Board authorize a purchase order in an amount not to exceed \$23,653.13, payable to Enterprise Fleet Management for the capitalized cost reduction payment towards the lease of one (1) Ford F350 Utility body unit# 256SFS.

**SUMMARY/JUSTIFICATION:**

Asset #8913 is a county-owned (not leased) utility truck that has been in service since 2008 and has over 240,000 miles. County owned vehicles pay a per mile rate into the replacement trust for future acquisition of a replacement vehicle. Since the purchase of this vehicle, we have moved to a lease program so this vehicle will be replaced with a leased vehicle and a portion the money paid into the replacement trust will be added to the lease as a capitalized price reduction to reduce the overall amount of the lease and thereby reduce the monthly charge that we will pay to lease the vehicle.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could chose not to authorize the payment. This is not recommended as it will dramatically increase the monthly lease charge of this vehicle. The replacement of the current utility truck is greatly needed due to the age and extensive mileage on the asset.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funds for the recommended action will come from the Motor Pool Replacement Trust 200200

**ATTACHMENTS:**

**APPROVALS:**

Miquela Beall

Darcy Ellis

Miquela Beall

Sue Dishion

Marshall Rudolph

Amy Shepherd

Created/Initiated - 9/13/2021

Approved - 9/13/2021

Approved - 9/13/2021

Approved - 9/14/2021

Approved - 9/14/2021

Final Approval - 9/14/2021





# County of Inyo



## County Administrator - Risk Management

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Aaron Holmberg

**SUBJECT:** First Aid, CPR, AED training for employees

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#### RECOMMENDED ACTION:

Request Board approve an agreement with Health and Safety Institute of Frisco, Texas, for an amount not to exceed \$20,000, for the period of October 1, 2021 through September 30, 2023, contingent upon the adoption of future budgets, for the purchase of credits for employees to take the Remote Skills Verification CPR, First Aid & AED Training course, and authorize the Risk Manager to sign the Order Form and associated documents.

#### SUMMARY/JUSTIFICATION:

This online course offers Remote Skills Verification CPR, First Aid and AED training. This platform will allow employees to get trained remotely, allowing more flexibility, and is offered by the Health and Safety Institute of Frisco, Texas. Certain employees in the County are required to take this training biannually, while some employees may wish to voluntarily take the course. The Department Head of each department may allow employees who are not required to take the course the opportunity to still enroll.

It has been difficult over the years to provide first aid, CPR, and AED training for employees who must have the training as well as employees who wish to take it voluntarily. There are few trainers in the valley, COVID-19 precautions prevent large classes from being held, and it is very costly and time-consuming to send individual employees out of town to complete the training. There are some online only first aid courses that are super easy but do not seem to provide much actual value. This agenda item provides a very solid online training course along with one-on-one skills verification needed for a respected certification. The negotiated rate of \$86.20 (including tax) per person includes the online course, all necessary materials (dummy, mask, return shipping, etc.), a live one-on-one zoom skills assessment with a certified instructor, and, if the student passes, a certification good for two years. We do not know for sure how many employees will take the course, so 232 courses were budgeted per year.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

You could choose not to approve this. Disapproval is not recommended as departments have few options for this training and may result in training gaps.

**OTHER AGENCY INVOLVEMENT:**

Personnel, CAO, and the Health and Safety Committee all contributed to bringing this item for approval.

**FINANCING:**

Max \$20,000 over a two-year term. Courses are \$86.20 per person all inclusive including tax. The Agreement will run through the Risk Budget (010900) in Professional Services (5265) and then courses will be charged to departments upon the authorization of department heads for employees to register for the course, and brought in as reimbursement back into the Risk Budget.

**ATTACHMENTS:**

1. Remote Skills Verification
2. HSI-Software License Agreement-Unlimited
3. Order Form
4. CPR-FA-AED Training Requirements

**APPROVALS:**

Aaron Holmberg	Created/Initiated - 8/9/2021
Denelle Carrington	Approved - 8/10/2021
Darcy Ellis	Approved - 8/10/2021
Marshall Rudolph	Approved - 9/16/2021
Scott Armstrong	Approved - 9/16/2021
Amy Shepherd	Approved - 9/16/2021
Sue Dishion	Approved - 9/16/2021
Aaron Holmberg	Final Approval - 9/16/2021

# REMOTE SKILLS VERIFICATION (RSV) CPR, FIRST AID & AED TRAINING

*PRISM partners with the industry's best to provide services that are second to none.*

PRISM has partnered with the Health & Safety Institute (HSI) to provide members access to Remote Skills Verification (RSV) for CPR, First Aid & AED Certification.

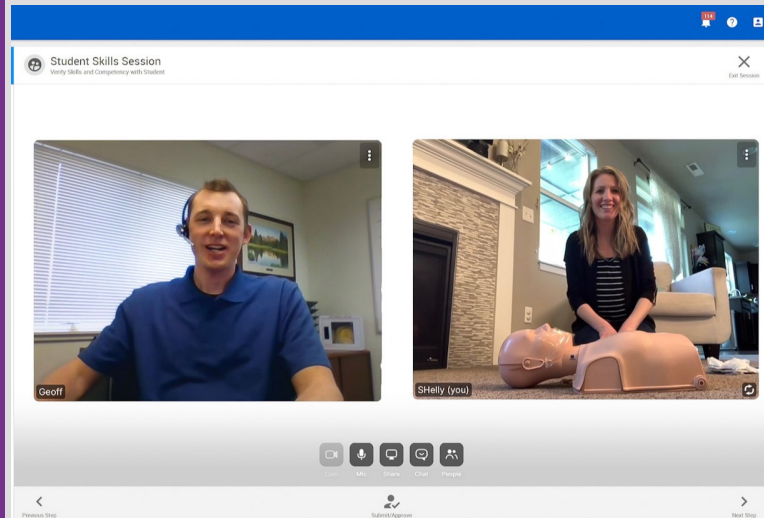
## RSV Benefits Include

- Incorporates hands-on remote skills verification with blended training options to meet certification requirements
- Allows employees to stay up to date with certification from the comfort of their home or office
- Single point of contact, centralizing your scheduling and total program management
- Dynamic and engaging first aid, CPR, and AED training that conforms with current AHA and ARC guidelines



*We Make Learning to Save Lives Easy®*

To get started, please contact:  
Brett Ellibee, Technical Account Manager  
bellibee@hsi.com | 360-326-7406



### Consistency

Regardless of location, you can trust that your employees receive a consistent training message.



### Experience

Instructors are highly experienced, qualified, verified, and required to adhere to effective quality assurance standards.



### Discounted Pricing

Prices have been negotiated with your public entity's needs in mind.

## Quick Start Steps

1. Visit <https://goto.hsi.com/prism> to complete the information request, and a representative from HSI will contact you.
2. Set up an "Open P.O." agreement regarding billing (can include a not-to-exceed amount).
3. Provide HSI with the main point of contact/administrator's contact info.
4. An self-enrollment email will be sent out to the main POC/admin to share with the employees that should enroll.
5. Each enrolled employee fills out a very short form using the link the admin provided.
6. Enrolled employees will be given access to a CPR/FA blended course, a scheduling tool, and the RSV Session. Members will have a loaner manikin\* shipped directly to employees, along with any necessary FA training supplies.
7. Upon passing the blended course & demonstrating proficiency during RSV, employees will receive a digital certification card.
8. RSV sessions will be made up of 1-3 students (from your organization or others).

\* This manikin is made to be used once and returned to HSI for sanitation.



## Software License Agreement

Please read this Software License Agreement (the “Agreement”) carefully before signing the Order Form. The following terms and conditions of the Agreement will be legally binding on the Licensee upon execution of the Order Form. The definitions of certain capitalized terms used in this Agreement are located in Section 1 below.

This Agreement governs Your use of American Safety & Health Institute, Inc. (dba Health and Safety Institute) and Affiliated Companies (collectively “HSI”) products and services.

If You are entering into this Agreement on Your own behalf, then the terms “You,” “Your” and “Licensee” mean the individual entering into this Agreement and such individual is personally bound by all of the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, You represent and warrant that You are acting in your capacity as an authorized representative or agent of such company and that You have the authority to bind such company to the terms and conditions of this Agreement. If You are entering into this Agreement on behalf of a company, the terms “You,” “Your” and “Licensee” also mean such company and all of its directors, managers, officers, employees, and agents to the extent of their use of the Content and Platform, and/or action or inaction in connection with this Agreement, as the case may be.

This Agreement was last updated on June 23, 2021. It is effective between You and Us on the date You enter into an Order Form, which is subject to this Agreement.

### 1. Definitions.

The following definitions and/or terms shall have the meanings set forth below.

“Affiliated Companies” means any of the following entities Summit Training Source, Inc., Comprehensive Loss Management, Inc., Safetec Compliance Systems, Inc., HSI Workplace Compliance Solutions, Inc., Martech Media, Inc., MEDIC First Aid International, Donesafe, Inc., Donesafe Pty Ltd., American Safety and Health Institute, Inc. and E.M.S. Safety Services, Inc.

“Agreement” means this Software License Agreement and the Licensee’s Order Form.

“CAT” means HSI’s proprietary course authorship tool which is available through the HSI Platform. CAT is not included in all Platform access packages.

“CAT Generated Training” means instructional materials created by Licensee through the CAT.

“Content” means the services, programs, and content contained and delivered on electronic media that have been created by HSI or which HSI has the rights to license to others.

“Default” shall have the meaning set forth in Section 5.

“End User Agreement” means the general terms of use for the Content, Platform or Services, which HSI may update freely from time to time. At any time, the then current version of the

End User Agreement applicable to the Content, Platform or Service will be accessible within Licensee's administrative user account or otherwise available on HSI's website.

"Laws" has the meaning set forth in Section 2.

"Licensee Materials" means any Licensee course or other individual documents, video clips, data files or other information or materials uploaded to HSI's Platform by Licensee which is not specific to an individual Licensee account and is not HSI content.

"Order Form" means the documents for placing orders hereunder that are entered into between You and Us from time to time, including any addenda and supplements thereto. By entering into an Order Form hereunder, a Licensee agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Period of Agreement" means the time period set forth in the Order Form defining the initial period of time that the Licensee shall have the right to use the Content and/or Platform and any renewal periods arising from Section 5 of this Agreement.

"PEPY" means per person per year pricing as referenced on applicable order form.

"Platform" means the software platform owned or licensed by HSI and used to deliver the Content and or other services (such as Chemical Management, Incident Management, etc.) along with all software documentation (if applicable).

"Professional Services" means configuration, training and such other services as may be described in an Order Form.

"Related Parties" has the meaning set forth in Section 3.

"Services" means, collectively, the provision of the Platform, the Content, and the Professional Services specified in one or more Order Form(s).

"User" means employees, agents, independent contractors and volunteers within Licensee's organization accessing the Content, Platform or Services.

"We," "Us," "Our," or "HSI" means Health and Safety Institute.

"You," "Your," or "Licensee" means the user of the Content and/or Platform if purchased on an individual basis or the company (or other legal entity) for which you are accepting this Agreement, and all Platform users of such company which may include directors, managers, officers, employees, affiliates, independent contractors, subcontractors, and agents (for which You are responsible for ensuring their compliance with this Agreement).

The following definitions and/or terms shall have the meanings set forth below in relation to Unlimited Use Plans:

“Abuse” refers to any attempt to subvert the terms and conditions of this Agreement on behalf of Licensee, including but not limited to, affiliates, employees, independent contractors, subcontractors or agents.

“Excessive Use” means the number of users in the Platform is above and beyond a reasonable expectation, or use constituting an undue burden as determined by HSI, including use with detrimental or disruptive impact to information technology infrastructure, and use which may result in interruption to software services, product delivery, general customer service obligations to other HSI customers, or additional fees for continued usage over the established limit.

“Multi-Party Operating Entity” means an operating entity of any kind that shares a state or federal tax employer identification number across one or more independently operating affiliates.

“Single Liable Operating Entity” means an entity that is formed in one of the following ways: corporation, limited liability company, general partnership, sole proprietorship, association, limited liability partnership, limited partnership, nonprofit corporation, professional limited liability partnership, state and federal government, or municipality.

“Unlimited Use” means use by the Licensee per Section 2 below and may not be extended beyond any Single Liable Operating Entity to any other single operating entity, regardless of ownership, without written consent of HSI.

## **2. Grant of Limited License; Restrictions**

Subject to the terms of this Agreement, including but not limited to HSI’s timely receipt of all fees owed by you under the Order Form(s), HSI hereby grants to Licensee a nonexclusive, non-transferable, limited, royalty-free license to use the Content and Platform along with other products and services summarized in the Order Form, during the Period of Agreement.

The Content and Platform shall be used solely for Your internal purposes only and cannot be resold, sublicensed, or used for other commercial purposes. The license is for only the specified number of users in the Order Form (additional seat licenses can be procured through an Order Form amendment signed by the Parties). Licensee is required to maintain records of all uses and users of the Content. Notwithstanding the foregoing, You acknowledge that HSI may also maintain and monitor Your uses and users for the purpose of ensuring compliance with this Agreement. HSI shall have the right to audit Licensee’s usage records which shall be provided to HSI electronically upon reasonable request within 10 business days and including Licensee’s access to the Content to verify compliance with this Agreement. If such audit, or HSI’s internal audit, reveals that any users above the number licensed in the Order Form have enrolled in or accessed the Content or Platform during the Period of Agreement, then HSI will invoice Licensee for such additional users at the per-user price listed in the Order Form.

Under an Unlimited Use plan (if applicable), said audits may be used to identify Abuse or Excessive Use as defined in this Agreement. Without written notice, HSI reserves the right as

licensor to remedy instances of Excessive Use or Abuse through termination, suspension of service, or other means. Unlimited Use plans may not apply to a Multi-Party Operating Entity.

You may not access or use the Content or Platform for any purposes which are not consistent with applicable federal, state or local laws, rules or regulations (“Laws”). It is Your sole responsibility to determine which Laws are applicable to your particular use(s) of the Content and Platform. Any violation by you of Laws in Your use of the Content or Platform shall be deemed, immediately and retroactive to the first such use, an event of Default.

You may not access or use the Content or Platform for any directly competitive purposes, except with Our prior written consent, but in any case, you agree not to use the Content or Platform in any way that is directly competitive with HSI, namely, using it to competitively position other content or platforms, whether it be Your own or a third party’s which you are associated with directly or indirectly.

## **2.1 Access to Course Authorship Tool (CAT)**

Where CAT access is included on the Order Form, Licensee shall have a non-exclusive, limited, non-transferrable, non-sublicensable right and license, to use the CAT to: (a) create CAT Generated Training solely for Licensee’s internal training purposes; (b) add Licensee Materials within certain Content offered in the Platform; and (c) modify existing HSI content contained within such Content, both for the sole purpose of customizing Content to fit more specifically the needs of Licensee’s organization, provided that any Licensee Materials added and any modifications to Content contained within such courses shall not include information that is, or could reasonably be considered to be: (i) contradictory to any information included in the Content; (ii) contradictory to applicable Laws; or (iii) otherwise a violation, or result in a violation, of any of the terms of this Agreement. HSI shall determine in its sole discretion which Content offered in the Platform may be customized as described above. Licensee Materials shall remain the property of Licensee. All rights, title and interest in and to the Content, and any and all modifications to or derivative works thereof shall be owned exclusively by HSI. LICENSEE WILL BE SOLELY RESPONSIBLE FOR REGULATORY COMPLIANCE AND ACCREDITATION OF ANY LICENSEE MATERIALS ADDED TO CONTENT. CONTENT THAT HAS BEEN CUSTOMIZED USING THE AUTHORSHIP TOOLS ARE NOT ELIGIBLE FOR CAPCE CONTINUING EDUCATION HOURS (“CEHs”). NO CEHs WILL BE ISSUED FOR LICENSEE MATERIALS ADDED TO SUPPLEMENT CONTENT UNDER ANY CIRCUMSTANCES. LICENSEE MAY MAKE NO CLAIMS REGARDING THE APPROVAL, CERTIFICATION OR ACCREDITATION OF ANY HSI CONTENT MODIFIED OR SUPPLEMENTED AS DESCRIBED ABOVE.

## **2.2 Restrictions**

Content provided on a DVD may not be uploaded to or stored on a computer or other storage medium by or at the direction of Licensee. Licensee shall not remove, alter, or cover (or otherwise cause or allow) any copyright notices or other proprietary rights notices placed or embedded in Content. Any editing, customization, or other modification of the Content is strictly prohibited except if through the CAT.



### **2.3 OSHA 10/30 Training**

Students enrolled by Licensee have 180 days to complete OSHA 10 Hour and OSHA 30 Hour Training once the course has been started. Continuing education hours (CEUs) for OSHA 10 and OSHA 30 courses may only be applied for after verification by HSI of successful completion and payment by students of applicable fees. For OSHA 10 and OSHA 30 courses, HSI provides OSHA course completion cards to students who successfully complete the required courses for each program after HSI's receipt of the cards from OSHA.

**2.4 End User Agreement.** Some Content, Platform and Services require each User to agree to and accept the End User Agreement prior to accessing such Content, Platform or Services.

## **3. Ownership**

Except as specifically set forth in this Agreement, nothing contained in this Agreement shall by express grant, implication, estoppel, or otherwise, create in Licensee any right, title, interest, or license in or to the inventions, patents, trade secrets, technical data, logos, graphics, icons and images, videos, other content, computer software, or software documentation of HSI, its Affiliated Companies, or its third party licensors (together, the "Related Parties"), as the case may be. HSI or its Related Parties, as the case may be, retain exclusive title, copyright, and all intellectual property rights in and to the Content and Platform. Licensee may not create derivative works, decompile, reverse engineer, disassemble, or modify the Content or Platform. If You provide any suggestions, feedback, or improvements for the Content and Platform, then You grant HSI a worldwide, perpetual, irrevocable, royalty-free license to use and have others use such suggestions, feedback, and improvements for any purpose.

### **3.1. Federal Government End Use Provisions**

Where applicable, HSI provides the Content and Platform (including related software and technology) for federal government end use solely in accordance with the following: Government technical data and software rights related to the Content and Platform include only those rights customarily provided to the public under the terms set forth in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with HSI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

## **4. Term of License**

The initial term of this license shall begin on the beginning date of the Period of Agreement and will continue through the last date of the Period of Agreement except as separately noted for any particular products or services in the Order Form. After the initial term of this license,



this Agreement shall automatically renew for successive one (1) year periods, unless either party notifies the other party in writing of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the then Period of Agreement. Pricing during any automatic renewal term will be the same as the pricing during the immediately prior term unless We have given You written notice of a pricing increase at least sixty (60) days prior to the expiration of the then Period of Agreement, in which case the pricing increase will be effective upon renewal and thereafter.

## 5. Default; Termination

The following shall be considered events of “Default” by You:

- Failure to make timely payment of any amounts owing under Section 6 of this Agreement and/or the Order Form, if not cured within ten (10) days of written notice;
- Failure to comply with any of the use restrictions set forth in Section 2, if not cured within ten (10) days of written notice; provided however, that there shall be no cure period for any “directly competitive purpose” activity; and
- Failure to comply with any of the restrictions or obligations set forth in Section 3, if not cured within ten (10) days of written notice; provided however, that there shall be no cure period for any attempt to decompile or reverse engineer the Content or Platform or components thereof.

In the event of an uncured Default or one which is deemed not curable, HSI may, at its option, suspend your access to the Platform and Content or terminate the Agreement and Order Form, immediately upon written notice to you.

In the event of a Default by the Licensee, HSI retains all of its rights and remedies at law, including the collection of all license fees whether due and payable now or in the future. Upon termination or expiration of the Agreement for any reason, Licensee will (a) immediately cease use of the Content, and (b) promptly, but in no case more than five (5) business days, delete any copies of the Content from its computers, servers, or other storage media. If requested by HSI, Licensee will provide HSI with a written certification of its compliance with this provision. Licensee further acknowledges and agrees that if it violates or threatens to violate any of the provisions of this Agreement, HSI or its Related Parties may suffer irreparable injury and, accordingly, HSI shall therefore be entitled to seek injunctive or other equitable relief, without posting of bond, to prevent or curtail any violation or threatened violation of this Agreement.

Licensee may terminate this Agreement by providing notice, as set forth in Section 4, in advance of the renewal of the Period of Agreement. Otherwise, Licensee may only terminate this Agreement by giving written notice to HSI of a material breach of a material term of this Agreement or Order Form by HSI which remains uncured thirty (30) days after HSI receives written notice specifying the nature of the breach.

If the Content records reside on HSI’s Platform then, within ninety (90) days of termination or expiration of the Agreement, the Licensee may print, or request that HSI print, one final report of the training records for record-keeping and course content auditing purposes. After that ninety (90) day period, HSI will have no obligation to maintain any, and will have the right to

delete all, training records related to the expired or terminated Agreement and HSI will have no further obligation to make such data available to You.

## **6. Confidentiality**

During the term of this Agreement, HSI and Licensee may have access to confidential information relating to such matters as either party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means information belonging to HSI or Licensee which is of value to such party and the disclosure of which could result in a competitive or other disadvantage to either party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. Confidential Information does not include: (i) information that was known to the receiving Party before receipt thereof from or on behalf of the Disclosing Party; (ii) information that is disclosed to the Receiving Party by a third person who has a right to make such disclosure without any obligation of confidentiality to the Party seeking to enforce its rights under this Section; (iii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iv) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing Party's information. Each party will protect the other's Confidential Information with at least the same degree of care it uses with respect to its own Confidential Information and will not use the other party's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, a party may disclose the other's Confidential Information if (i) required by law, regulation or legal process or if requested by any Agency; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure; (iii) requested to by the other party; provided that in the event of (i) or (ii) the disclosing party shall give the other party reasonable prior notice of such disclosure to the extent reasonably practicable and cooperate with the other party (at such other party's expense) in any efforts to prevent such disclosure. Expiration or termination of the Agreement does not relieve any party from its obligations to protect confidential information received during the term of the Agreement.

## **7. Payment**

License and other fees associated with the Content and Platform shall be set forth in the Order Form and payable in currency noted. Except as otherwise specified herein or in the Order Form, (i) fees are based on the Content and Platform purchased and/or products and services requested and not actual usage, (ii) payment obligations are non-cancelable and, unless otherwise stated herein, fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Period of Agreement. If You provide credit card information to Us, You authorize Us to charge such credit card for all products and services listed in the Order Form for the initial Period of Agreement and any renewal Period of Agreement as set forth in Section 4 (Term of License). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the Order Form. Invoiced charges

are due and payable net thirty (30) days from the invoice date.

**7.1. Purchase Orders**

If a purchase order is required by Licensee, Licensee shall provide a valid purchase order within five (5) days from the execution of the applicable Order Form. Any terms and conditions on any purchase order shall not be a part of this Agreement or otherwise binding on HSI. In the event that Licensee indicates that a purchase order is required, Licensee must provide the required purchase order prior to the provisioning of any Services by HSI.

**7.2. EFT or Credit Card Payments**

If paying by recurring Electronic Funds Transfer (EFT) or credit card, authorization given in Order Form will remain in effect until canceled in writing. Licensee agrees to notify HSI Workplace Compliance Solutions in writing of any changes to account/credit card information or termination of authorization at least 15 days prior to the next billing date. Licensee accepts responsibility for any fees incurred by HSI to remedy unpaid amounts. If the payment dates fall on a weekend or holiday, payments may be executed on the next business day. Licensee acknowledges that the origination of EFT/Credit Card transactions must comply with the provisions of U.S. law.

**7.3. Fees Less Than \$1,000**

Initial license fees of less than \$1,000 must be paid by credit card prior to receiving access to the Content and the Platform.

**7.4. Late Fees**

If any invoiced amount is not received by Us by the due date, or such charge is rejected by Your credit card issuer, then without limiting Our remedies, (a) those charges may accrue late interest of 1.5% per month or the maximum allowable by law, whichever is lower, and/or (b) We may condition future renewals on payment terms shorter than those specified in this section. In addition to any unpaid fees, Licensee shall be responsible for HSI's reasonable costs of collection, including but not limited to attorney fees. We may, at our election, choose to forgo the exercise of Our rights under this section to resolve reasonable disputes, without waiving those rights.

**7.4 Suspension of Services**

Except with respect to any Fees disputed in good faith by Licensee, if any Fees are thirty (30) or more days overdue, HSI may, without limiting HSI's other rights and remedies, suspend Your access to the Platform and Content until such amounts are paid in full.

**7.5 Taxes**

Our fees do not include taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively "Taxes"). You are responsible for promptly paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

## **8. Content Updates**

At no additional cost to Licensee, HSI shall make reasonable efforts to modify the Content from time to time to reflect material changes in regulatory standards by providing updates to standard content as regulatory requirements change and by making operating improvements, in each case the timing and necessity of which shall be determined by HSI in its sole reasonable discretion (“Updates”). Updates may contain, for example, updates in response to regulatory changes, additional questions added to the “question bank”, and “lessons learned” information gathered during previous years. Updates are made for the benefit of our platform and its licensed users, and not for any particular licensee; Licensee requested changes to customize Content will be available for an additional fee to be negotiated and documented in a separate written agreement between HSI and Licensee. HSI reserves the right to charge for additional functionality and modules released for Licensee’s benefit, in HSI’s sole but reasonable discretion.

## **9. Setup and Support**

During the term or extended term of this Agreement, HSI shall assist Licensee with the initial setup of the Content and Platform via telephone and email support. HSI shall provide to Licensee telephone and email support and troubleshooting of the Content and Platform for the term or extended term of this Agreement. HSI will make reasonable efforts to accommodate Licensee’s scheduling requests, subject to HSI’s available resources. Any additional troubleshooting or support, including but not limited to on-site support, is subject to additional fees.

## **10. Platform Upgrades (if applicable)**

At no additional cost to Licensee, HSI shall provide updates necessary, in HSI’s reasonable judgment, to maintain the functionality of the Platform with commonly used software platforms and web browsers. Upgrades to the then current version of the Platform product, as well as some additional Platform features, may be offered from time to time by HSI at an additional cost.

**11. No Dependence on Future Functionality.** Licensee agrees that it is not entering into this Agreement or any Order Form contingent on the provision of any future functionality relating in any way to the Services unless expressly provided in an Order Form and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order Form.

## **12. Onsite Safety Inventory Services (if applicable)**

HSI and Licensee must work closely together during the planning stage, the site visit, and afterward to ensure successful completion of the Onsite Safety Inventory Services (OSI).

### **12.1. Site Visit Requirements**

- HSI will supply its standard protective gear, including steel-toed shoes, hearing and eye protection, gloves, and Hi-Visibility vest (“Standard PPE”). If Licensee’s facility requires the use of protective gear other than the Standard PPE, Licensee shall supply such gear for the HSI technician(s) at its expense.

- HSI will contact Licensee a minimum of 7 days prior to inventory to arrange meeting places, times, and review any last-minute information.
- Licensee is solely responsible for ensuring that all areas of the facility which HSI will visit are reasonably safe for the purposes described herein, and otherwise compliant with applicable health, safety and environmental laws, rules and regulations, including but not limited to latent risks, whether known or unknown.
- Licensee shall maintain “all-risk” insurance coverages for its facility which adequately cover the activities of Licensee and HSI with respect to the Order Form, and Licensee will, prior to the visit, provide HSI with proof of such insurance, including a certificate of additional insured endorsement.
- Licensee must assign an escort for all OSI site visits and provide HSI with the escort’s contact information in advance. The escort must be knowledgeable about the location of chemicals at the facility. Licensee must confirm the escort for any scheduled date of service a minimum of 24 hours prior to the date scheduled for such service. Timely arrival of the escort is important to successful completion of the OSI. Wait time will be charged against the day count and may affect completion of inventory within the estimated time.
- Licensee must ensure that all cabinets, cages, rooms, etc., at the facility are accessible for the HSI technician. Licensee must ensure all areas to be inventoried are free of debris, and that it is safe in all areas to shift or move objects as needed to reach all containers. HSI reserves the right to stop inventory related activities until any situation identified by HSI as unsafe is remedied.
- Licensee must supply to HSI the following information at least 14 days in advance of the scheduled date of service: any Licensee policies applicable to the OSI site visit, including without limitation, any required badging, safety training, or certificates.
- Licensee must supply to HSI the following information on the scheduled date of service: (a) list of all large storage tanks, either aboveground or in-ground to include product name, manufacturer, plus location of tank (if performing a quantitative inventory, the maximum capacity of each tank will also be required); and (b) detailed maps of the facility identifying the areas to be inventoried.
- Any change in scope of the areas to be inventoried may result in an increase in the cost for the site visit. Any change in scope will be documented and submitted to Licensee for approval.

#### **12.2. Post-Site Visit Chemical Inventory Review**

- HSI will provide Licensee with an inventory report within 14 days of completion of the project (“Inventory Report”). The Inventory Report will include: (a) number and list of new products found (i.e. products not in Licensee or HSI database); (b) number and list of products found in Licensee database; (c) number and list of products found in HSI database; (d) location of products found; and (e) records associated to Licensee’s location or facility for which HSI does not find a corresponding product during the onsite inventory process.
- Licensee administrators will have the ability to view the status of new Safety Data Sheet (SDS) acquisitions via the SDS Refresh tool, available on Licensee’s website or portal, as applicable.

- Records not found during the inventory process must either be archived or flagged to remain in active status shortly after Licensee's receipt of the Inventory Report. Accordingly, within 30 days of Licensee's receipt of the Inventory Report, Licensee is required to: (a) review the records that do not have a corresponding product identified in the Inventory Report; (b) for each record that does not have a corresponding product, decide to either archive such record or keep such record in active status; (c) make a determination as to whether Licensee will handle any required follow up action itself or have HSI take such action (in which case Licensee must specify in a written document the specific follow up actions it is requesting HSI to take ("Follow Up Request")); and (d) provide HSI with written notice of any Follow-Up Request. If no Follow-Up Request is provided, Licensee shall be responsible for acquisition and submission of new or updated SDS at the cost outlined in the Order Form for SDS Management.

### **12.3. Invoicing**

Payment for services identified in this proposal will be 50% of the estimated total fees upon receipt of signature of the Order Form and the remaining 50% along with the adjustment for the actual travel costs will be billed upon completion.

### **12.4. Service Cancellation; Termination Charges**

Licensee may cancel a scheduled OSI visit any time prior to the scheduled date of service by providing HSI with a written notice of the intent to cancel (email is acceptable). Termination charges apply as follows: Licensee will not incur any cancellation charges if written notification is provided at least 14 days prior to the scheduled date of service; if cancelled with less than 14 days' prior notice, Licensee will incur scheduled travel expenses for HSI technician(s), plus 20% of scheduled day fees; if cancelled with less than seven (7) days' prior notice, Licensee will incur scheduled travel expenses for HSI technician(s), plus 50% of scheduled day fees; or if Licensee fails to confirm the escort for any scheduled date of service at least 24 hours in advance of the date of service, HSI cannot perform the service on the scheduled date, and Licensee will incur 100% of the scheduled day fees.

### **12.5. Licensee Delay**

If HSI's performance of its obligations under the Order Form is prevented or delayed by any act or omission of Licensee, HSI shall not be deemed in breach of its obligations under the Order Form or otherwise liable for any costs, charges or losses sustained or incurred by Licensee as a result of such prevention or delay.

### **12.6. Travel Arrangements**

HSI will make travel arrangements for HSI employees visiting Licensee's facility.

### **12.7. Representations and Warranties**

HSI represents and warrants to Licensee that: (a) it shall perform the OSI using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services; (b) shall perform the OSI in compliance with, all applicable laws; and



(c) the OSI provided under the Order Form will conform in all material respects with the requirements or specifications stated on the Order Form. Licensee represents and warrants to HSI that (a) all Licensee information, data, or materials provided by Licensee and used directly or indirectly in the provision of OSI is accurate and suitable for the purposes for which it is used in relation to the OSI and conforms to all relevant legal or industry standards or requirements, and that it will promptly notify HSI of any error therein; and (b) it shall devote adequate resources to meet its obligations under the Order Form. All other warranties, express or implied, are disclaimed.

### **13. SDS Authoring Services (if applicable)**

#### **13.1. SDS Definitions**

“Authoring Process Document” means a document generated by HSI that captures Licensee specific information learned by HSI during the process of developing SDS for Licensee.

“Authoring Services” means technical, consulting and other services identified in Exhibit A of the Order Form.

“Pre-Existing Materials” means any data, formulas, know-how, calculations, compositions, programs, technology, and any other knowledge or information developed or otherwise created by or for HSI prior to the Authoring Services, outside the scope of the Authoring Services, or that have general applicability to HSI’s business, including all modifications, improvements, or enhancements thereto and derivative works thereof.

“Safety Data Sheet” or “SDS” means a document, required under the Global Harmonized System, or GHS, that is intended to provide comprehensive information about the ingredients included in a substance or mixture used in the workplace.

#### **13.2. Scope of Services**

**13.2.1. Services and Deliverables.** HSI may provide Authoring Services to Licensee. As applicable, Licensee shall provide information, data, and other materials necessary for HSI to perform the Authoring Services, including, without limitation, Licensee Details, Product Details and any other information necessary for SDS document completion (“Licensee Materials”). Authoring Services may include development of documents for Licensee, including SDS, labels, and the Authoring Process Document, all using Licensee Materials (collectively “Deliverables”). HSI shall use commercially reasonable efforts to observe the delivery schedule for draft Deliverables identified in Exhibit A of the Order Form, delivery time is approximate and dependent upon HSI’s timely receipt of Licensee Materials. Unless otherwise agreed to in writing, Revisions and Deliverables arising out of Add-On Authoring Services shall be delivered within a commercially reasonable time.

**13.2.2. Acceptance and Rejection.** If a Deliverable does not materially comply with the specifications for such Deliverable set forth in Exhibit A of the Order Form, Licensee may reject such Deliverable by written notice of rejection. Such notice shall specify the nature of the deficiencies in the Deliverable. Notice of rejection must be received by HSI during the Acceptance Period. HSI shall, on

receipt of a notice of rejection, act diligently to correct any deficiencies. Licensee's failure to provide a timely notice of rejection shall constitute Licensee's acceptance of the Deliverable.

- 13.2.3.** Revisions. HSI, in its sole determination, shall classify each set of proposed changes requested by Licensee as a "Major Revision" or a "Minor Revision" as set forth in Exhibit A of the Order Form.

### **13.3. Rights in Materials**

All Licensee Materials are, and shall remain, the sole and exclusive property of Licensee. All Deliverables shall be the sole and exclusive property of Licensee. To this end, creation of the Deliverables pursuant to Exhibit A of the Order Form shall be on a "work-made-for-hire" basis (as defined in the United States Copyright Act (17 U.S.C. 101, et. seq.) to the maximum extent permitted by law. Any portion of or rights related to the Deliverables that cannot be considered work-made-for-hire are hereby assigned to Licensee. Licensee grants HSI a perpetual, irrevocable right to use the knowledge, methodologies, processes, data, documents, software, know-how, and other material gained or created in connection with the Authoring Services in furtherance of its business. In the event a Deliverable includes any Pre-Existing Materials, HSI grants to Licensee a non-exclusive, non-transferable license to use such Pre-Existing Materials solely as part of and in connection with such Deliverable. Licensee acknowledges and agrees that such Pre-Existing Materials shall remain the sole and exclusive property of HSI.

### **13.4. LICENSEE OBLIGATIONS**

- 13.4.1.** Licensee Information. Licensee acknowledges and agrees that HSI's performance of the Authoring Services is: (a) dependent upon the accuracy of the information provided by Licensee; and (b) contingent upon Licensee's timely and effective performance of its responsibilities, decisions, and approvals and that HSI may rely upon all decisions and approvals of the Licensee, including, without limitation, the Licensee Representative as designated in Exhibit A of the Order Form.
- 13.4.2.** Review of Deliverables. Licensee acknowledges that: (a) it is the sole responsibility of the Licensee to assess the suitability of the Deliverables during the Acceptance Period; and (b) acceptance of a Deliverable shall constitute Licensee's certification as to the accuracy, completeness, and usefulness of such Deliverable for Licensee's intended purposes.
- 13.4.3.** Compliance with Law. Licensee is at all times solely responsible for compliance with any relevant statute, law, ordinance, regulation, or other requirement or rule of law which may relate to the Authoring Services or Deliverables.

### **13.5. HSI OBLIGATIONS**

- 13.5.1.** Compliance with Licensee Policies. HSI will comply with policies of Licensee applicable to the provision of the Authoring Services to Licensee that are



communicated to HSI in writing, including security procedures concerning systems and data and remote access thereto.

- 13.5.2. HSI Personnel.** HSI is responsible for all HSI personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

**14. Incident Management (if applicable)**

Licensee is solely responsible for data verification and submission of reports to state and federal regulatory agencies, including without limitation federal and state OSHA offices. Licensee shall comply with applicable Laws in connection with its use of Incident Management. The Incident Management system is provided to Licensee as a general tool and is not a substitute for Licensee's own assessment of requirements of law or Licensee's internal processes and procedures. Licensee is solely responsible for report submission, data verification, and regulatory compliance.

**15. Chemical Management (if applicable)**

Licensee shall obtain and maintain all necessary licenses and consents in compliance with Laws, in all cases before the date on which the services are to start.

**16. Donesafe Products (if applicable)**

**16.1 Definitions.**

- "API" means application programming interface.
- "Customer Data" means all electronic data or information submitted by a Licensee to the Platform.
- "Disabling Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- "Documentation" means any proprietary information or documentation made available to a Licensee by HSI for use with the Platform, including any documentation available online through the Platform dashboard or otherwise.
- "Usage Limits" means usage of the system may be limited by Apps/Modules, Worker, User or Contractor or as specified in the relevant Order form.
  - (a) "Workers Included" refers to the total number of paid user accounts on Per Worker subscriptions. All Users added to the Donesafe application with the exception of User Types Contact, Medical Practitioner and Visitor will count towards the total Workers Included for the subscription.
  - (b) "Users Included" refers to the total number of paid user accounts on Per User subscriptions. All Users that login and use the platform will count towards the total Users Included for the subscription.
  - (c) "Contractors Included" refers to the total number of paid contractor user accounts on Per Contractor subscriptions. All Users added to the Donesafe application of User Type Contractor will count towards the Total Contractors Included for the subscription.

- (d) “Apps Included” refers to the number and type of paid Donesafe Applications and/or modules included in your Subscription.
- “Third Party Applications”. HSI may offer Licensee the ability to use third-party applications in combination with the Platform. Any third-party applications will be subject to acceptance by the Licensee. In connection with any such third-party application agreed to by the Licensee, the Licensee acknowledges and agrees that HSI may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Platform. The use of a third-party application with the Platform may also require the Licensee to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern the Licensee’s use of such third-party application.

## **16.2 Responsibilities; Restrictions**

### **16.2.1. HSI Responsibilities.**

HSI will provide the Platform to the Licensee during the Term in accordance with this Agreement.

### **16.2.2. Licensee Responsibilities.**

Licensee is responsible for all activity that occurs under its accounts by or on its behalf. Licensee agrees to:

- (a) be solely responsible for all User activity, which must be in accordance with this Agreement and the documentation
- (b) be solely responsible for Customer Data (other than with respect to the HSI obligations set forth in the Agreement)
- (c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Licensee will use in connection with the Services
- (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services and notify HSI promptly of any known unauthorized access or use, and
- (e) use the Services only in accordance with applicable laws and regulations.

### **16.2.3. Restrictions.**

The Licensee will not:

- (a) use, or permit the use of, the Services except as expressly authorized under this Agreement or the Documentation,
- (b) interfere with or disrupt the integrity or performance of the Platform or any third-party application or third-party data or content contained therein, or

(c) disrupt, disable, translate, decompile, or reverse engineer the Services, or

(d) take any other action with respect to the Services not expressly permitted under this Agreement or the Documentation.

## **16.3 Proprietary Rights**

### **16.3.1 HSI Ownership.**

Subject to any rights expressly granted to the Licensee in the Agreement, HSI and its licensors, as applicable, reserve all right, title and interest in and to the Services, including information related to the provision of HSI's Services presented in any form and intellectual property rights (HSI Intellectual Property).

### **16.3.2. Licensee Ownership and Licenses.**

As between HSI and the Licensee, the Licensee owns all rights, title and interest in and to:

(a) all Customer Data; and

(b) any information supplied by the Licensee to HSI as may be specified in any Order Form (collectively, Licensee Materials). The License grants HSI a non-exclusive, non-transferable, royalty free, non-sub-licensable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use Licensee Materials solely to provide the Services to the Licensee at Licensee's request. No other rights or implied licenses in Licensee Materials are granted to HSI other than as expressly set forth herein.

### **16.3.3 Feedback and Derivative Works.**

Licensee is not required to provide:

(a) any suggestions, enhancement requests, recommendations or other feedback (Feedback); or

(b) any ideas, technology, developments, derivative works or other intellectual property (Derivative Works) related to the Services or any test features, services or products to which it is given access. If it does so, the Licensee grants HSI a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, or incorporate into any of its services, any Feedback or Derivative Works. The Licensee may only create Derivative Works relating to the Services or any test features, services or products to which it is given access, with the prior written consent from HSI.

## **17. Professional Services**

### **17.1 Availability of Licensee Resources.**

The Licensee will make available to HSI certain of Licensee personnel, business information and other relevant information as reasonably required by HSI in the

performance of any Professional Services hereunder or as specified in any applicable Order Form. Licensee

will ensure that competent personnel are available during normal working hours to provide information and other support to HSI while providing Professional Services. The Licensee acknowledges that the timeliness or provision of Professional Services may be dependent on its personnel availability and cooperation.

#### **17.2 Personnel.**

HSI may choose to change any personnel assigned to your account or the Professional Services at any time for any or no reason in its sole discretion. Unless otherwise agreed by HSI, all Professional Services are performed remotely. For Professional Services performed at Licensee premises, the Licensee will reimburse HSI all reasonable costs for expenses incurred in connection with the Professional Services. Professional Services are non-cancellable, and all fees for Professional Services are non-refundable.

#### **17.3 Hours and Deliverables.**

If there are a specific number of hours included in the Professional Services purchased, those hours will expire at the end of the contracted delivery period. If there are deliverables included in the Professional Services purchased, it is estimated that those deliverables will be completed within the contracted delivery period. If the Professional Services provided are not complete at the end of the contracted delivery period due to the Licensee's failure to make the necessary resources available to HSI or to perform the Licensee's obligations, such Professional Services will be deemed to be complete at the end of the contracted delivery period. If the Professional Services provided are not complete at the end of the contracted delivery period due to HSI's failure to make the necessary resources available to the Licensee or to perform HSI's obligations, the contracted delivery period will be extended to allow HSI to complete such Professional Services.

#### **17.4 Time and Materials.**

For time and materials-based services the Licensee will be billed for Services provided on an hourly basis at the agreed upon hourly rate. The Licensee will provide HSI an advance payment as set forth in the Order Form. Once received, this advance will be held to pay for the incurred costs on the project. When the incurred costs are greater than the advance, HSI may either request an additional advance or issue an invoice for the additional hours incurred. HSI is not obligated to continue the work and may stop work if the monthly invoices are not paid on a timely basis. The Licensee must pay all past due invoices in full prior to reinstatement of work.

#### **17.5 Compliance with Licensee or HSI Rules.**

If applicable, while on the premises of the other Party for training or other services, each Party will take reasonable measures to have its personnel comply with the other Party's reasonable rules and policies regarding safety, security, and conduct made known to such Party, and will at Licensee's request promptly remove from the project any of its personnel not following such rules and regulations.

## 18. Insurance

HSI shall maintain the following insurance:

- (a) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- (b) Automobile Liability Insurance with a minimum limit of \$1,000,000 combined single limit per accident;
- (c) Workers' Compensation and Employers' Liability Insurance with a minimum limit of \$1,000,000 per statute;
- (d) Cyber and Professional Liability Insurance with a minimum limit of \$5,000,000; and
- (e) Umbrella Liability with a minimum limit of \$5,000,000 per occurrence and \$5,000,000 in aggregate.

Certificates of insurance evidencing the required coverage and limits shall be furnished to the Licensee upon written request. HSI shall provide thirty (30) days' written notice to Licensee in the event of cancellation, non-renewal or material change.

## 19. Limited Warranty; Disclaimers; Limitations of Liability

HSI warrants that if the Platform and Content fails to substantially conform to the specifications in our online guides or online help, and the non-conformity is promptly reported in writing by Licensee with reasonable specificity so as to allow HSI to attempt to cure the non-conformity, then HSI shall, in its sole discretion, either substantially remedy the nonconformity within thirty (30) days after written notice from Licensee, procure a substantially similar substitute product at no additional charge to Licensee, or refund the purchase price for the affected product to Licensee. In the event of a refund, the license granted under this Agreement shall immediately terminate. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE CONTENT AND PLATFORM ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HSI DOES NOT WARRANT THAT THE CONTENT AND/OR PLATFORM WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE IN ALL INSTANCES.

The software is provided to You as a general tool and is not a substitute for Your own professional assessment of requirements of law or Your internal processes and procedures. You are solely responsible for report submission, data verification and regulatory compliance.

We have made reasonable efforts to present the material accurately, given the current information available when the Content and Platform was created, however, it is not possible or even reasonably practical for all variables posed by on-the-job application of this information to be covered in the Content and/or Platform. Therefore, Licensee acknowledges that it has sole responsibility for ensuring the appropriateness and completeness of the Content and/or Platform as applied to its operational requirements, and to provide adequate training, including but not limited to safety training, to its staff and others to whom Licensee provides training.

HSI and any Related Parties shall not in any case be liable for any type of loss or damage arising from the Content or use of the Content or Platform, including but not limited to links to or from Our Content, and errors or omissions in the Content, whether or not advised of the

possibility of such damages. Licensee hereby agrees to hold HSI and the Related Parties harmless from and against any costs, claims, losses and other liabilities incurred by Licensee based on its use or inability to use the Content and/or Platform. The liability of HSI arising out of any kind of legal claim (including, but not limited to, claims sounding in contract, tort, strict liability, breach of warranty, or otherwise) will not in any case exceed the amount You paid for the most current annual license fee noted on Your Order Form.

## **20. Indemnity**

### **20.1. Indemnity by HSI**

HSI agrees to indemnify and hold harmless Licensee from and against any and all liabilities, claims, and expenses including reasonable attorneys' fees, arising from any third party claims that the Content and Platform (excluding any Licensee additions, deletions, or other customizations) infringes or misappropriates any presently existing United States patent held by such third party, provided that You promptly notify HSI in writing of any such claim, suit, or proceeding and permit HSI to control the defense or settlement thereof and cooperate in the defense or settlement thereof. This indemnity shall not apply to the extent that You or any of your employees or representatives alter, or that You request HSI to alter, the Content or Platform and such alteration is a contributing factor in the alleged infringement or misappropriation.

HSI will have the option, at its expense, to employ counsel of its choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon You may be affected without Your prior written consent. You shall have the option to be represented by counsel at Your own expense.

Should the Content or Platform become, or in HSI's opinion be likely to become, the subject of an infringement claim covered by the indemnity set forth above, HSI may, at its sole option and expense, do one of the following: (a) procure for You the right to continue using the affected Content or Platform; (b) replace with non-infringing alternatives or modify the relevant affected material so that it becomes non-infringing; or (c) terminate this Agreement, or remove the affected Content or Platform from the Agreement, and refund to You any pre-paid fees where the affected Content or Platform was not started, delivered or completed, as applicable, prior to the effective date of such termination.

The provisions of this section constitute your sole and exclusive remedy under this Agreement with respect to any claim of misappropriation or infringement of any intellectual property right of any third party.

### **20.2. Indemnity by Licensee**

You agree to indemnify and hold harmless HSI and its Related Parties from and against any and all liabilities, claims, and expenses, including reasonable attorneys' fees, arising from Your breach of any part of this Agreement, Your misuse of the Content and Platform or any Internet site linked to or from the Content. You also agree to indemnify and hold harmless HSI from and against any and all liabilities, claims, and expenses,

including reasonable attorneys' fees, arising from any third party claim that results from HSI's use of materials which You voluntarily submit to HSI for inclusion in the Content or Platform (e.g. customizing the Platform and/or Content for your intended use), provided that HSI promptly notifies You in writing of any such claim, suit, or proceeding and permit You to control the defense or settlement thereof and cooperate in the defense or settlement thereof.

You will have the option, at Your expense, to employ counsel of Your choosing to defend against such claim and to compromise, settle, or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon HSI may be affected without Our prior written consent. HSI shall have the option to be represented by counsel at Our own expense.

#### **21. Assignment**

This Agreement may not be assigned or otherwise transferred by either party in whole or in part, by operation of law or otherwise, without the express prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such party (a) is not a direct competitor of the non-assigning party, and (b) the assignee agrees in writing, prior to the consummation of the change in control event, to the assignment and assumption of this agreement, including the obligations set forth herein. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement immediately upon written notice. Subject to the foregoing, this Agreement shall benefit and be binding upon the respective successors and permitted assigns of the parties hereto.

#### **22. Other Services**

HSI may also provide other services such as custom development services to Licensee. Any such services or requirements not expressly stated in this Agreement are outside the scope of this Agreement and only will be provided by HSI subject to the terms of a separate written agreement executed by both parties.

#### **23. Publicity**

If You enter into this Agreement, You agree that HSI may disclose to the public that You are a paying user of the Content and/or Platform. You further agree that HSI may reference You on the customer section of HSI's website and in other marketing materials and presentations until such time as Your use of the Content and/or Platform is discontinued.

#### **24. Severability**

If any part, term, or provision of the Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected thereby.



## **25. Choice of Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws principles and any action brought to enforce any provision or obligation hereunder shall be brought in a court of competent jurisdiction in or serving Denton County, Texas, and You hereby submit to such personal jurisdiction. The substantially prevailing party in any such proceeding shall be entitled to receive from the other party all reasonable attorneys' fees incurred by such prevailing party and all costs reasonably incurred in connection therewith.

## **26. Notification of Changes**

This Agreement is the entire agreement between You and Us regarding your use of the Content and/or Platform and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) which is inconsistent with this Agreement is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form and (2) this Software License Agreement.

## **27. Force Majeure**

Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, third-party computer or telecommunications equipment or software failures, default by subcontractors or suppliers, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, and/or strikes.

## **28. Independent Contractors**

The parties are and will remain independent contractors. Neither party has any authority to act on behalf of the other party or to bind it and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

## **29. Entire Agreement**

This Agreement, with any associated Order Form, constitutes the entire agreement between HSI and Licensee with respect to Your use of the Content and Platform and the parties acknowledge that they have not relied on any representations outside of this Agreement in deciding to enter into this Agreement. The failure or delay of either party to strictly enforce any of the terms and conditions in this Agreement shall not be construed as a waiver of any right to enforce any prior, concurrent, or subsequent defaults.





HSI Family of Brands includes ASHI & Medic First Aid, ej4, EMS Safety Services, Doneseafe, Martech Training Services, SafeTec Compliance Systems, SOS Intl, Summit Training Source, Vado and Vivid Learning Systems

## Order Form

<b>Licensee</b>	Inyo County of California	<b>Billing Contact</b>	Denelle Carrington
<b>Company Contact</b>	Aaron Holmberg	<b>Phone</b>	(760) 878-0262
<b>Phone</b>	(760) 872-2908	<b>Email</b>	<a href="mailto:risk@inyocounty.us">risk@inyocounty.us</a>
<b>Email</b>	<a href="mailto:aholmberg@inyocounty.us">aholmberg@inyocounty.us</a>	<b>Street Address</b>	1360 N Main St
<b>Street Address</b>	1360 N Main St	<b>City, State ZIP</b>	Bishop, CA 93514
<b>City, State ZIP</b>	Bishop, CA 93514		

**Period of Agreement:** 10/1/2021 to 9/30/2023

**ONE-TIME LICENSE AND OTHER FEES:**

**ECS Products:**

Product	Description	Qty	Unit Price	Total *
NRSVM-COMBO-A-BBP   RSV Blended - Adult Only CPR/AED and Basic First Aid Inc:Loaner Manikin	RSV Benefits Include: <ul style="list-style-type: none"> <li>Incorporates hands-on remote skills verification with blended training options to meet certification requirements</li> <li>Allows employees to stay up to date with certification from the comfort of their home or office</li> <li>Single point of contact, centralizing your scheduling and total program management</li> <li>Dynamic and engaging first aid, CPR, and AED training that conforms with current AHA and ARC guidelines</li> </ul>	250	80.00	20,000.00

**Total \*** 20,000.00

**Two-Year TOTAL \*** 20,000.00

\* Applicable sales tax will be added to the invoice.

<b>HSI Representative</b>	Brett Ellibee
<b>Title</b>	Technical Account Manager
<b>Email</b>	<a href="mailto:bellibee@hsi.com">bellibee@hsi.com</a>
<b>Phone</b>	(800) 613-0070 x4133

- Notes:
- o The amounts quoted in this document are valid for 60 days from 08/20/2021.
  - o Inyo County of California needs a PO established, not to exceed \$20k (that's approx. 232 RSV credits) over the course of the entire 2-year POA. HSI would bill
  - o 7.75% California Sales Tax to be included at time of purchase. This breaks down to approx \$86.20 per RSV credit.
  - o On-demand pre-purchase portal, No minimums and no overages to manage, Inyo County to submit a PO or pay by CC and add students as needed.
  - o By signing below the Licensee acknowledges acceptance of this agreement subject to the terms and conditions of Health & Safety Institute's Software License Agreement found at [hsi.com/terms-conditions](https://hsi.com/terms-conditions)

<b>Accepted by:</b> <b>Inyo County of California</b>	<b>Accepted by:</b> <b>Health &amp; Safety Institute</b>
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

JOB CLASSIFICATIONS FOR WHICH BIENNIAL CERTIFICATION OF  
CPR / FIRST AID / AED TRAINING IS REQUIRED OR HIGHLY RECOMMENDED

Inyo County ensures prompt first aid treatment for injured employees, either by providing for the availability of an adequately trained first aid provider at the worksite, or by ensuring that emergency treatment services are within reasonable proximity (3 to 4 minutes away) of the worksite. The purpose is to assure that adequate first aid is available in the critical minutes between the occurrence of an injury and the availability of physician or hospital care for the injured employee. See 29CFR1910.151(b) and 8CCR3400, or the related citation for your particular industry classification.

The following job titles may contain a requirement for CPR / First Aid / AED certification in their job descriptions or may otherwise be designated by their Department Head. All other employees may voluntarily elect to obtain the training subject to department budget and Department Head approval. Safety equipment is to be used by trained personnel. Verify your eligibility with your Department Head before signing-up for training.

**Administration:** Risk Manager, Emergency Services Manager.

**AG:** Lead Field Technician.

**Health and Human Services (HHS):**  
Requirement subject to approval of HHS Director: Addictions Counselor, HHS Specialist assigned to Wellness Center, Wellness Center Program Supervisor, Manager Progress House, Public Health Nurse, Registered Nurse, Residential Caregiver, Supervising Public Health Nurse, Supervising Nurse.

**Parks:** Park Manager, Park Specialist.

**Probation Department:** Deputy Chief Juv Inst, Deputy Probation Officer, Rehabilitation Specialist Sr, and other staff as designated by Probation Chief.

**Public Works / Road:** Airport Operations Supervisor, Building Maintenance Water Supervisor, Maintenance Worker, Equipment Operator, Lead Equipment Operator, Mechanic, Road Maintenance Crew Supervisor, Road Shop Supervisor, Mechanic Trainee.

**Sheriff / Jail / Animal Control:** Undersheriff, Lieutenant, Corporal, Investigator, Sergeant, Deputy, Civil Officer, Correctional Officer, Evidence Technician, Food Cook, Food Cook Supervisor, Public Safety Dispatcher, Animal Control Officer, Animal Control Supervisor.

**Solid Waste:** Superintendent, Heavy Equipment Operator, Heavy Equipment Mechanic/Operator.

**Water:** Mitigation Project Mgr, Research Asst, Senior Scientist, Vegetation Mgr.

*Department Head or designee may exempt an employee from the certification requirement if the employee will not be expected to administer first aid in an emergency due to proximity of EMS from the work location for the certification period. If a job classification should be added or removed, please contact Risk Management.*



# County of Inyo



## Health & Human Services - Social Services

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Tyler Davis

**SUBJECT:** Approval of contract with Community Service Solutions for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiation Services.

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**RECOMMENDED ACTION:**

Request Board: A) declare Community Service Solutions a sole-source provider for IHSS Registry, Employer of Record, and Labor Union Negotiation Services; B) approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record services in an amount not to exceed \$256,952.00 for the period of October 1, 2021 through June 30, 2023, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The County recently received notification of retirement from Life Remedies Celebrations (LRC), the non-profit consortium, who provides IHSS Registry services and acts as the Employer of Record and Labor Negotiation agent on behalf of the County. LRC provided notice of their intent to terminate their contract at the end of September.

Per Welfare and Institutions Code 12301.6, a county board of supervisors may, at its option, elect to do either of the following:

- (1) Contract with a nonprofit consortium to provide for the delivery of in-home supportive services.
  - (2) Establish, by ordinance, a public authority to provide for the delivery of in-home supportive services.
- Historically, Inyo County has contracted with a nonprofit consortium to provide for the delivery of in-home supportive services as it relates to the areas of acting as the employer of record, negotiating with the labor union and providing IHSS provider registry functions. As the employer of record, LRC has been responsible for investigating the qualifications and background of potential providers; establishing a referral system to connect consumers with provider options; providing training for both consumers and providers; and performing any other function related to the delivery of IHSS services in coordination with the agency.

With the retirement of our current provider, the agency has assessed the two available options and determined that continuing with the current model of contracting with a nonprofit consortium will best meet the needs of the County. While the majority of counties have an established public authority, small counties such as ours continue to use this option. With the retirement of the LRC provider, there is one (1) remaining non-profit consortium (Community Solutions) that provides this service and also currently contracts with Mono County to provide IHSS services. Community Solutions has an office established in Inyo County that provides other services, and they

have indicated a willingness to provide IHSS services for Inyo County through a contract.

The contract utilizes the full annual allocation available to the County, for the IHSS Public Authority/Non-Profit Consortium Administration function and will be effective beginning October 1, 2021, allowing for a smooth transition to the new agency. The Department respectfully requests your Board declare Community Service Solutions a sole source provider and approve the contract as requested.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this request, which would require the County to establish a Public Authority to ensure we are in compliance with State requirements.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Social Services Realignment funds. This contract would be budgeted in Social Services (055800) in Support and Care (5501). No County General Funds.

**ATTACHMENTS:**

1. Community Service Solutions Contract and Attachments

**APPROVALS:**

Tyler Davis	Created/Initiated - 9/8/2021
Darcy Ellis	Approved - 9/9/2021
Keri Oney	Approved - 9/15/2021
Marilyn Mann	Approved - 9/15/2021
Melissa Best-Baker	Approved - 9/16/2021
Marshall Rudolph	Approved - 9/16/2021
Amy Shepherd	Approved - 9/16/2021
Sue Dishion	Approved - 9/16/2021
Marilyn Mann	Final Approval - 9/16/2021

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Community Service Solutions  
**FOR THE PROVISION OF** IHSS Employer of Record **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the IHSS Employer of Record services of Community Service Solutions of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from October 1, 2021 to June 30, 2023 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Two Hundred Fifty-Six Thousand, Nine Hundred Fifty-Two Dollars

(\$ 256,952.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

#### **4. WORK SCHEDULE.**

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

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

**7. COUNTY PROPERTY.**

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

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

**8. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

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



**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

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

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

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

**23. NOTICE.**

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

County of Inyo	
<u>Health and Human Services</u>	Department
<u>1360 N. Main St., Suite 201</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Community Service Solutions</u>	Name
<u>407 W. Line St. #3</u>	Address
<u>Bishop, CA 93514</u>	City and State

**24. ENTIRE AGREEMENT.**

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

////

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Community Service Solutions**  
**FOR THE PROVISION OF IHSS Employer of Record SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: Amanda Philips  
Signature

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

Amanda Philips  
Print or Type Name

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

Dated: 9/10/2021

APPROVED AS TO FORM AND LEGALITY:

County Counsel

Grace Chuchla

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Caron Holmberg  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Community Service Solutions  
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

**TERM:**

**FROM:** October 1, 2021      **TO:** June 30, 2023

**SCOPE OF WORK:**

Please see attached: Attachment A - Scope of Work

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Community Service Solutions  
FOR THE PROVISION OF IHSS Employer of Record **SERVICES****

**TERM:**

**FROM:** October 1, 2021      **TO:** June 30, 2023

**SCHEDULE OF FEES:**

The total cost of services stated in Attachment A for the contract period of October 1, 2021 to June 30, 2023 shall be \$256,952.00. The amounts are as follows:

**IHSS PA/NPC Administration**

October 1, 2021 - June 30, 2022 = \$105,000.00

July 1, 2022 - June 30, 2023 = \$140,000.00

**IHSS Advisory Committee**

October 1, 2021 - June 30, 2022 = \$5,976.00

July 1, 2022 - June 30, 2023 = \$5,976.00

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Community Service Solutions  
FOR THE PROVISION OF IHSS Employer of Record SERVICES**

**TERM:**

**FROM:** October 1, 2021      **TO:** June 30, 2023

**SEE ATTACHED INSURANCE PROVISIONS**

## **ATTACHMENT A – SCOPE OF WORK**

Contractor will act as the non-profit consortium employer of record for Inyo County In-Home supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- Investigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS providers shall be referred to recipients.
- Training for providers and recipients.
- Recruitment and outreach for new IHSS recipients throughout the County, including south and southeast communities
- Ensure that the requirements of all relevant laws and regulations are met.
- Maintain office hours for public access Monday through Friday, following the current Holiday Schedule of the County.

More specifically, the Contractor will provide the following:

### **Labor Negotiations:**

1. Provision of all IHSS labor relations activities on behalf of Inyo County including but not limited to acting as spokesperson on behalf of and under the direction of the Inyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the Inyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions as it relates to IHSS provider rights.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

### **Public Authority/Nonprofit Consortium (PA/NPC) Administrative Rate**

Contractor will develop and obtain a PA/NPC administrative rate for approval by the Inyo County Board

of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Health & Human Services Director or their designee. The rate will allow Inyo County to charge PA/NPC administrative costs to the State through the county claiming process.

### **Provider Registry**

1. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
2. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s)
3. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.
4. Contractor will be authorized to utilize the Case Management, Payrolling, and Information System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
5. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to:
  - a. Eligibility requirements of IHSS providers
  - b. Rules, regulations, and provider-related processes and procedures, including timesheets
  - c. Consequences of committing fraud in the IHSS program
  - d. How to report suspected fraud or abuse in the provision or receipt of IHSS services
  - e. Laws regarding minimum wage and overtime pay, including paid travel time and wait time
  - f. Other required training pursuant to State and Federal law.
6. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
7. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
8. Contractor will create and maintain a website for Inyo County IHSS providers and recipients with information pertaining to the IHSS program. This includes but is not limited to:
  - a. Program regulations
  - b. Training videos
  - c. Program forms
  - d. Other useful resources.
9. Contractor will consult with the HHS Director or their designee and IHSS staff for input on website content.
10. Contractor will create and distribute a quarterly newsletter to all Inyo County IHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.

### **Bilingual Access**

Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.



### **Employer of Record**

1. Contractor will assist IHSS Providers with timesheets, payroll-related questions, employment and earnings verifications and Workers Compensation paperwork.
2. Contractor will assist outside agencies with employment and earnings verifications requests. Outside agency requests may come from, but are not limited to:
  - a. Workers Compensation
  - b. District Attorney
  - c. Welfare Departments
  - d. State and Federal Agencies

### **Timesheets**

1. Contractor will assist current and new providers and recipients/consumers with registering for electronic or telephonic timesheets.
2. Contractor will provide on-going assistance for both providers and recipients/consumers with timesheet questions and needs.

### **Coordination with the County of Inyo**

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS division leads, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits.
3. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
4. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.
5. Contractor will maintain current knowledge of applicable IHSS regulations and guidance; review IHSS program updates, letters, and notices from the California Department of Social Services ; and coordinate with appropriate HHS managers, supervisors, staff and consumers regarding implementation of applicable changes and establishment of best practices and recommend policy and procedure changes to ensure compliance.

### **IHSS Advisory Committee**

1. Contractor will administer the Inyo County IHSS Advisory Committee, to include:
  - a. Scheduling meetings
  - b. Preparing and distributing agendas and minutes
  - c. Presenting current issues and topics relating to the IHSS program
3. Contractor will recruit members for IHSS Advisory Committee in consultation with the Inyo County Clerk of the Board of Supervisors. Members shall be appointed by the Inyo County Board of Supervisors.
4. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the Inyo County Board of Supervisors.

## Attachment C: Insurance Requirements for HHS Provider Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct, 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. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor's letterhead certifying that Contractor has no employees.

**Professional Liability:** Insurance as appropriate to the Contractor's profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations

## **Attachment C: Insurance Requirements for HHS Provider Services**

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

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

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary 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.

#### **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

#### **Claims Made Policies (should be applicable only to professional liability)**

## **Attachment C: Insurance Requirements for HHS Provider Services**

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

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

### **Verification of Coverage**

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

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

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

-end-

**BUSINESS AUTO COVERAGE PART DECLARATIONS**

PRODUCER: CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

POLICY NUMBER: 2020-12201  
RENEWAL OF NUMBER: 2019-12201

**Item One:**

**NAME OF INSURED AND MAILING ADDRESS:**  
Community Service Solutions

P.O. Box 346  
Coleville, CA 96107

POLICY PERIOD: FROM 10/18/2020 TO 10/18/2021  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Consulting services

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.**

**Item Two: SCHEDULE OF COVERAGES AND COVERED AUTOS.**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES		COVERED AUTOS <small>Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY CSL		N/A	EXCLUDED	N/A
HIRED AUTO		8	\$1,000,000 CSL	\$50
NONOWNED AUTO		9	INCLUDED	\$200
AUTO MEDICAL PAYMENTS		N/A	EXCLUDED	N/A
UNINSURED MOTORIST		N/A	EXCLUDED	N/A
UNINSURED MOTORIST-PD		N/A	EXCLUDED	N/A
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	8	Actual cash value or cost of repair whichever is less minus \$500	Incl.
	COLLISION COVERAGE	8	\$500	Incl.
TOWING AND LABOR		N/A	\$N/A for each disablement of a private passenger "auto"	N/A
<b>ESTIMATED TOTAL PREMIUM</b>				<b>\$250</b>

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

CA 00 01 10 13, CA 01 43 05 17, CA 04 44 10 13, CA 20 54 10 13, CA 20 55 10 13, CA 23 84 10 13, CA 23 85 10 13,  
CA 99 23 10 13, CA 99 33 10 13, CA 99 34 10 13

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

COUNTERSIGNED: 09/14/2020

BY



(AUTHORIZED REPRESENTATIVE)

**NIAC - AL**



Named insured

COMMUNITY SERVICE  
SOLUTIONS  
PO BOX 346  
COLEVILLE, CA 96107

**Policy number: 04164088-4**

**Underwritten by:  
Progressive Express Ins**

July 22, 2021  
Policy Period: Sep 25, 2021 - Sep 25, 2022  
Page 1 of 2

**progressive.com**

**Online Service**

Make payments, check billing activity, print policy documents, or check the status of a claim.

**1-800-895-2886**

For customer service and claims service,  
24 hours a day, 7 days a week.

## Commercial Auto Insurance Coverage Summary

### This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by September 25, 2021.

Your coverage begins on September 25, 2021 at 12:01 a.m. This policy expires on September 25, 2022 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852CA (02/19), Z313 (02/19), 4852CA (02/19), 4881CA (02/19) and Z228 (01/11).

The named insured organization type is a corporation.

#### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$1,120
Bodily Injury Liability	\$100,000 each person/\$300,000 each accident		
Property Damage Liability	\$50,000 each accident		
Uninsured/Underinsured Motorist	\$100,000 each person/\$300,000 each accident		164
Uninsured Motorist Property Damage	Rejected		--
Comprehensive			105
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			670
See Auto Coverage Schedule	Limit of liability less deductible		
Roadside Assistance			19
See Auto Coverage Schedule			
<b>Subtotal policy premium</b>			<b>\$2,078.00</b>
California Vehicle Assessment Fee			3.52
<b>Total 12 month policy premium and fees</b>			<b>\$2,081.52</b>

#### Important information about fees

The following additional fees may apply:

Late payment fee \$10.00

Fee for returned checks or refused payments \$20.00



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefor nonprofits.org

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

POLICY NUMBER: 2020-12201

CalNonprofits Insurance Services
P.O. Box 1610
Capitola, CA 95010

RENEWAL OF NUMBER: 2019-12201

NAME OF INSURED AND MAILING ADDRESS:

Community Service Solutions
P.O. Box 346
Coleville, CA 96107

POLICY PERIOD:

FROM 10/18/2020 TO 10/18/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Consulting services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

Table with 2 columns: Coverage Description and Limit. Includes General Aggregate Limit (\$1,000,000), Products - Completed Operations Aggregate Limit (\$1,000,000), Personal and Advertising Injury Limit (\$1,000,000), Each Occurrence Limit (\$1,000,000), Damage to Premises Rented to You (\$500,000 any one premises), and Medical Expense Limit (\$20,000 any one person).

ADDITIONAL COVERAGES:

CLASSIFICATION(S)

SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

PREMIUM

\$1,350

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

COUNTERSIGNED: 09/14/2020

BY

Handwritten signature of Pamela C. ...

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NIAC-GL



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

**SOCIAL SERVICE PROFESSIONAL COVERAGE FORM DECLARATIONS**

PRODUCER:  
CalNonprofits Insurance Services  
P.O. Box 1610  
Capitola, CA 95010

POLICY NUMBER: **2020-12201**  
RENEWAL OF NUMBER: 2019-12201

NAME OF INSURED AND MAILING ADDRESS:  
Community Service Solutions

P.O. Box 346  
Coleville, CA 96107

POLICY PERIOD: FROM 10/18/2020 TO 10/18/2021  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Consulting services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:		PREMIUM
SOCIAL SERVICE PROFESSIONAL AGGREGATE LIMIT	\$1,000,000	\$800
SOCIAL SERVICE PROFESSIONAL EACH EVENT LIMIT	\$1,000,000	

**TOTAL PREMIUM:** **\$800**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

NIAC-E02 01 17, NIAC-E069 SSP 02 19, NIAC-E11 SSP 09 19, NIAC-E125 11 19, NIAC-E32 01 17, NIAC-E33 SSP 09 19, NIAC-E42 SSP 09 19

COUNTERSIGNED:

BY 

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

**NIAC-SSP**





WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
INFORMATION PAGE

12-0404-FA98

POLICY NO. 90-EK-N302-4  
REPLACES NO. 90-EB-Q855-0

COVERAGE IS PROVIDED BY  
STATE FARM FIRE AND CASUALTY COMPANY  
PO Box 853925, Richardson TX 75085-3925

NCCI CARRIER CODE NO. 14842

1. NAMED INSURED & MAILING ADDRESS  
COMMUNITY SERVICE SOLUTIONS  
PO BOX 346  
COLEVILLE CA 96107-0346

FEIN 010658352

OTHER WORKPLACES NOT SHOWN  
AT LEFT: SEE WC990002  
INSURED IS A CORPORATION

COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 09/01/2021 TO 09/01/2022 12:01 A.M. STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: CA

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE:  
BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT  
BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE  
BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000C  
WC040360A WC040601A WC040301D WC000422C\* WC000421E\* WC040421\*

\*EFFECTIVE 09/01/2

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TOTAL ESTIMATED ANNUAL REMUNERATION	RATE/\$100 REMUNERATION	ESTIMATED ANNUAL PREMIUM
8810 CLERICAL OFFICE EMPLOYEES - NOC	304,432	.40	1,218
COMPANY SURCHARGE FOR INCREASED EMPLOYERS LIABILITY LIMITS			115
TERRORISM 9740	304,432	.03	91
MINIMUM PREMIUM \$ 500 CALIFORNIA	TOTAL ESTIMATED ANNUAL PREMIUM \$		1,424
PREMIUM ADJUSTMENT PERIOD SHALL BE QUARTERLY	DEPOSIT PREMIUM \$		427
	STATE FRAUD SURCHARGE \$		2.10
	SEE SURCHARGE OVERFLOW PAGE		

PREPARED 07/08/2021

WC 00 00 01 04-84

COUNTERSIGNED \_\_\_\_\_



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Meaghan McCamman

**SUBJECT:** Amendment to the MOU between the County of Inyo Department of Health and Human Services and Mammoth Lakes Housing

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**RECOMMENDED ACTION:**

Request Board approve an amendment to the Memorandum of Understanding between the County of Inyo Department of Health and Human Services and Mammoth Lakes Housing, extending the term of the MOU from September 30, 2021 to December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Due to the COVID-19 Pandemic, as well as unforeseen staff challenges, some of the deliverables required under the original MOU are delayed. An additional three months would allow for the completion of this project and the Department requests your Board's authorization to extend the MOU period to December 31, 2021.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If the Board declines to extend this MOU, Mammoth Lakes Housing will still likely complete the project within the projected timeline.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no financial impact to this MOU extension.

**ATTACHMENTS:**

1. Inyo-MLH Rehab Predevelopment MOU
2. MLH Extension Request 9.15.21

**APPROVALS:**

Meaghan McCamman  
Darcy Ellis  
Marilyn Mann  
Marshall Rudolph  
Meaghan McCamman  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 9/13/2021  
Approved - 9/14/2021  
Approved - 9/15/2021  
Approved - 9/15/2021  
Approved - 9/16/2021  
Approved - 9/16/2021  
Final Approval - 9/16/2021

**Memorandum of Understanding between the County of Inyo and Mammoth Lakes Housing, Inc. to  
Develop a Property Rehabilitation Program**

**WHEREAS**, On July 1, 2016, Governor Brown signed legislation enacting the No Place Like Home (“NPLH”) program to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness; and

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”), has awarded \$75,000 in NPLH Technical Assistance funds (“TA funds”) to the Inyo County Department of Health and Human Services, and

**WHEREAS**, the NPLH TA funds guidance allows counties to “subcontract for eligible technical assistance activities,” including “capacity-building activities related to creating housing models suitable for individuals or households that include one or more individuals described in Welfare and Institutions Code Section 5600.3 (including, but not limited to “Seriously Emotionally Disturbed Children or Adolescents” and adults or older adults who have a “Serious Mental Disorder”) who are homeless, chronically homeless, or at risk of chronic homelessness; and

**WHEREAS**, Inyo County is implementing an NPLH project to support the development of a 72 unit Silver Peaks affordable housing complex in Bishop and guarantee at least 5 units for HHS clients with serious mental illness who are homeless or at risk of homelessness; and

**WHEREAS**, the development of the Silver Peaks affordable housing complex in Bishop is a step in the right direction, but does not serve the needs of the rest of unincorporated Inyo County; and

**WHEREAS**, the expansion of community housing through the rehabilitation of substandard properties is an appropriate and practical approach to addressing the needs of the low-income and homeless NPLH Target Population who do not live in the Bishop area; and

**WHEREAS**, MLH is a nonprofit Community Housing Development Organization serving Inyo, Mono, and Alpine counties with the mission to “support community housing for a viable economy and a sustainable community”; and

**WHEREAS**, MLH has experience developing and implementing rehabilitation loan programs and Inyo County wishes to engage with MLH for these services; and

**WHEREAS**, the MLH five-year Strategic Plan (2019-2023) prioritizes expanding services further into the tri-county service area and to continue to provide rehabilitation services;

**WHEREAS**, Inyo County wishes to subcontract with MLH to plan, develop, and build the capacity to administer a rehabilitation loan program that serves unincorporated Inyo County, including an element that serves specifically the NPLH Target Population;

**NOW, THEREFORE**, it is hereby agreed by and between the partners as follows:

1. Inyo County will pay MLH an amount not to exceed \$25,000 for predevelopment program costs to include:
  - a. Staff time associated with the planning for the implementation of this program that benefits NPLH Target population;
  - b. Staff coordination meetings with Inyo County staff and attendance at necessary Inyo County Board of Supervisors' meetings;
  - c. The creation of draft program guidelines;
  - d. Draft contract with MLH for program implementation to include advertising;
  - e. Draft marketing plan to outreach to landlords willing to provide housing to the NPLH Target Population;
  - f. The creation of draft loan documents;
  - g. The creation of a deed/occupancy restriction specific to the NPLH Target Population;
  - h. Draft contract for ongoing monitoring needs, to be used as necessary.
  
2. The items listed above as the predevelopment program deliverables will be completed by September 30, 2021.

We, the undersigned, have read and agree with this MOU.

By   
Inyo County, County Administrative Officer

Date 7/11/20

By   
Mammoth Lakes Housing, Executive Director

Date \_\_\_\_\_

**Amendment to the Memorandum of Understanding between the County of Inyo Department of Health and Human Services and Mammoth Lakes Housing to Develop a Property Rehabilitation Program.**

**WHEREAS**, On July 1, 2016, Governor Brown signed legislation enacting the No Place Like Home (“NPLH”) program to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness; and

**WHEREAS**, the State of California, Department of Housing and Community Development (“Department”), has awarded \$75,000 in NPLH Technical Assistance funds (“TA funds”) to the Inyo County Department of Health and Human Services, and

**WHEREAS**, on June 30, 2020 the Inyo County Board of Supervisors approved an MOU with Mammoth Lakes Housing to plan, develop, and build the capacity to administer a rehabilitation loan program that serves unincorporated Inyo County, including an element that serves specifically the NPLH Target Population; and

**WHEREAS**, under the previous MOU, MLH was to partner with Inyo County staff to provide a series of predevelopment program deliverables by September 30, 2021; and

**WHEREAS**, due to unforeseen circumstances including the COVID-19 pandemic, a few of the predevelopment program deliverables have been delayed, including the draft program guidelines, draft contract for program implementation, draft marketing plan, draft loan documents, draft deed/occupancy restriction, and draft monitoring contract; and

**WHEREAS**, the creation of a Property Rehabilitation Program remains a priority of the Inyo County Board of Supervisors;

**NOW, THEREFORE**, the Inyo County Board of Supervisors and Mammoth Lakes Housing agree to amend the previous MOU between the County of Inyo Department of Health and Human Services and MLH, to extend the September 30, 2021 deadline by three months to December 31, 2021.

All other provisions of the previously signed MOU remain in place unless otherwise amended by the parties.

By \_\_\_\_\_

Date \_\_\_\_\_

Inyo County Board of Supervisors Chairperson

By \_\_\_\_\_

Date \_\_\_\_\_

Mammoth Lakes Housing, Executive Director



# County of Inyo



## Health & Human Services

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Melissa Best-Baker

**SUBJECT:** Approve a Blanket Purchase Order to BIT California, LLC for Postage

---

**RECOMMENDED ACTION:**

Request Board authorize the issuance of a blanket purchase order for BIT California, LLC in the amount of \$12,000 for postage in the Social Services Programs for Fiscal Year 2021-2022.

**SUMMARY/JUSTIFICATION:**

Your Board previously authorized a blanket purchase order with Pitney Bowes to process mail notices for the Department's employment and eligibility program. However, as of September, the state has moved to a statewide automated CalSAWS platform, which uses BIT California, LLC to mail notices issued through the automated system. We are requesting authorization for a blanket purchase order for BIT California, LLC in the amount of \$12,000 to ensure our ability to mail notices as mandated.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve this request which would impact the departments ability to mail required notices to participants.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

State and Federal dollars. This expense will be budgeted in the Social Services budget (055800) in the General Operating object code (5311). No County General Funds.

**ATTACHMENTS:**

**APPROVALS:**

Melissa Best-Baker  
Darcy Ellis  
Marilyn Mann  
Amy Shepherd  
Marilyn Mann

Created/Initiated - 9/8/2021  
Approved - 9/9/2021  
Approved - 9/15/2021  
Approved - 9/15/2021  
Final Approval - 9/15/2021





# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Ashley Helms

**SUBJECT:** Airport Emergency Plan

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2021-49, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Approving the Airport Emergency Plan for the Bishop Airport," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

In order to obtain an Airport Operating Certificate for the Bishop Airport from the Federal Aviation Administration (FAA), to allow the Airport to accept commercial passenger flights, the County must prepare and submit an Airport Certification Manual (ACM) to the FAA. The ACM documents how the Airport will comply with all requirements of Part 139 of the Code of Federal Regulations - Airport Certification. The Airport Emergency Plan (AEP) is an appendix to the ACM, which is designed to minimize the possibility and extent of personal injury and property damage on the airport in an emergency, by ensuring that adequate planning and resources are available.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Resolution approving the AEP, or request changes be made to the AEP.

**OTHER AGENCY INVOLVEMENT:**

Bishop Fire Department  
Bishop Police Department  
Federal Aviation Administration

**FINANCING:**

No fiscal impact.

**ATTACHMENTS:**

1. BIH Airport Certification Manual
2. Airport Emergency Plan
3. Resolution Approving the AEP

**APPROVALS:**

Ashley Helms

Darcy Ellis

Ashley Helms

Marshall Rudolph

Michael Errante

Created/Initiated - 9/3/2021

Approved - 9/7/2021

Approved - 9/13/2021

Approved - 9/13/2021

Final Approval - 9/14/2021

BISHOP AIRPORT  
BISHOP, CALIFORNIA  
A COUNTY OF INYO AVIATION FACILITY

AIRPORT CERTIFICATION MANUAL  
(ACM)  
CLASS 1 Airport

TO COMPLY WITH 14 CFR PART 139  
AS ADMINISTERED BY THE  
FEDERAL AVIATION ADMINISTRATION



---

Michael Errante  
Airport Manager

**AIRPORT CERTIFICATION MANUAL  
PAGE REVISION LOG**

**Record of Changes**

<b>Date</b>	<b>Section</b>	<b>Page</b>	<b>Change</b>

**Original Date:** August 31, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

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**AIRPORT CERTIFICATION MANUAL  
DISTRIBUTION LIST**

The official file copy of the Airport Certification Manual is maintained in the Airport Supervisor's Office.

Copies or portions of the Airport Certification Manual, including all revisions and amendments, are distributed to the following:

Main Body of the ACM

1. Airport
2. Public Works Department, Inyo County

Airport Marking and Sign Plan (Appendix A) in addition to Main Body of ACM:

1. Airport
2. Public Works Department, Inyo County

Snow & Ice Control Plan (Appendix B):

1. Same Distribution as the Main Body of the ACM

Airport Emergency Plan Only (Appendix C):

1. Airport
2. Public Works Department, Inyo County
3. Bishop Fire Department
4. Inyo County Sheriff's Department and Dispatch
5. Bishop Police Department
6. Symons Ambulance Service

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**AIRPORT CERTIFICATION MANUAL  
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**Original Date:** August 31, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

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**AIRPORT CERTIFICATION MANUAL  
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APPENDIX B -- SNOW AND ICE CONTROL PLAN

APPENDIX C -- AIRPORT EMERGENCY PLAN (& Grid Map)

APPENDIX D -- GRAPHICAL DEPICTION OF RUNWAY 12-30 DECLARED  
DISTANCES

APPENDIX E -- OBSTRUCTION LOCATION MAP

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## SECTION 100 -- GENERAL

### A. ADMINISTRATOR'S ADDITIONAL PROVISIONS, LIMITATIONS, & EXEMPTIONS

1. Additional Provisions – None.
2. Limitations – None.
3. Exemptions – None.

### B. AIRPORT INFORMATION

#### 1. ADDRESS

Mailing address:

703 Airport Rd

Bishop, CA 93514

Phone number: 760-872-2971

#### 2. LOCATION

Bishop Airport (hereinafter referred to as “**Airport**”) is located approximately 2 miles east of downtown Bishop, in Inyo County, California.

#### 3. AIRPORT OPERATOR/CLASS

The airport is owned by the Inyo County and operated by the Inyo County Department of Public Works and operates as a Class 1 airport under 14 CFR part 139.

#### 4. RUNWAY AND TAXIWAY IDENTIFICATION SYSTEM

The runways carry the standard magnetic heading identification, which are as follows:

- Runway 08-26 – 100' x 5567'
- Runway 12-30 – 100' x 7498'
- Runway 17-35 – 100' x 5600'

Taxiways are identified by a single letter and include the following:

- Taxiway A – Parallel to Runway 12/30
- Taxiway B – Parallel to Runway 8 between Taxiways A and C
- Taxiway C – Runs north/south between Taxiway B and Runway 12
- Taxiway D – Runs east/west between Runways 12 and 17
- Taxiway E – Runs north/south between Runways 26 and 30
- Taxiway F – Runs from the approximate midpoint of Taxiway A across Runway 12/30 and continues northeast to intersections of Runways 8/26 & 17/35.
- Taxiway G – Runs southwest from the intersection of Taxiways B and C to Helipad H2



- Taxiway H – Runs parallel to and on the west side of Runway 17/35, starting at the approach end of Runway 35 and stopping at Taxiway A, then resuming at Taxiway F and ending at Taxiway D on the north.
- Taxiway J – is a stub taxiway from Taxiway H to Runway 17/35.
- Taxiways A1 and A2 are stub taxiways at the beginning of Runway 30.
- Taxiway A3 is a stub taxiway approximately 1550 feet from the approach end of runway 12.

## **5. AREAS AVAILABLE FOR AIR CARRIERS**

### Movement Areas

The following movement areas are available for use by small and large air carrier aircraft:

- Runway 12/30
- Taxiways A, A1, A2, A3, A4

### Apron Areas

The centrally located terminal apron is the only apron available for all air carrier aircraft.

## **6. AREAS NOT AVAILABLE FOR AIR CARRIERS**

The following areas are not available for use by air carriers and are excluded from airport certification requirements:

- Runway 08-26
- Runway 17-35
- T Hangar area
- Taxiway D
- Taxiway C from Taxiway A south to Taxiway B
- Taxiway B
- Taxiway F
- Taxiway H
- Taxiway E
- Taxiway G

## **7. AIRLINE SERVICE**

Airline service is provided by United Express (operated by SkyWest) using the CRJ 700 aircraft with approximately 68 seats.

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**SECTION 105 – INSPECTION AUTHORITY**

The Airport shall allow the Administrator to make any inspections, including unannounced inspections, or tests to determine compliance with 14 CFR part 139.

**Original Date:** August 31, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

## **SECTION 113 -- DEVIATION TO PART 139 REQUIREMENTS**

### **A. DEVIATION**

In an emergency condition requiring immediate action for the protection of life or property, the Airport may deviate from any operations requirement of Title 14 CFR part 139, Subpart D, or the Airport Certification Manual, to the extent required to meet that emergency.

### **B. REPORTING**

In the event of a deviation, the Airport shall notify the FAA Regional Airports Division by phone or email within 14 days of the nature, extent, and duration of the deviation. If requested by FAA the Airport shall submit a report in writing to the FAA Regional Airports Division Manager.

**SECTION 115 -- FALSIFICATION, REPRODUCTION, OR ALTERATION  
OF CERTIFICATES, REPORTS, OR RECORDS**

**A.** The Airport will not make or cause to be made:

- (1) Any fraudulent or intentionally false entry in any record or report that is required to be made, kept, or used to show compliance with any requirement under this part.
- (2) Any reproduction, for a fraudulent purpose, of any certificate or approval issued under this part.
- (3) Any alteration, for a fraudulent purpose, of any certificate or approval issued under this part.

**B.** The Airport understands that the commission of an act prohibited under Part 139.115 is a basis for suspending or revoking of the Airport Operating Certificate by the FAA.

**Original Date:** August 31, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

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## **SECTION 201 – ACM MAINTENANCE/REVISIONS**

### **A. ACM MAINTENANCE**

The Airport will:

1. Maintain the ACM current at all times. The Airport Manager is responsible for maintaining currency of the ACM.
2. Maintain at least one complete and current copy of the approved ACM on the airport, which will be available for inspection by the FAA. This copy will be maintained in the Airport Supervisor's office.
3. Furnish the applicable portions of the FAA approved ACM to the personnel responsible for its implementation.
4. Ensure that the Regional Airports Division is provided a complete copy of the most current ACM including any amendments approved in accordance with §139.205.

### **B. ACM REVISIONS/AMENDMENTS**

The following procedure is in effect for revisions/amendments to the ACM:

1. Two copies of the revision will be submitted to the following address:  
Federal Aviation Administration, Airports Division,  
Safety & Standards Branch, AWP-620  
777 S. Aviation Blvd., Ste 150  
El Segundo, CA 90245
2. Amendments to the ACM are significant changes to the ACM concerning method of compliance to part 139 requirements and will be submitted at least 30 days prior to the proposed effective date. Revisions will be submitted as needed to maintain currency.
3. The ACM Page Revision Log will be completed and submitted with the revision.
4. Each page of the revision, including the Page Revision Log, will have the date of the revision.
5. Upon FAA approval, copies of the approved revision will be made and distributed to holders of the Airport Certification Manual listed on the Distribution List.

**Original Date:** August 31, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

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## SECTION 301 -- RECORDS

### A. FURNISH RECORDS

Upon request of the Administrator, the Airport will furnish records listed under this section.

### B. LIST OF REQUIRED RECORDS

The Airport will maintain the following records:

1. Personnel Training – 24 consecutive months for personnel training records under §139.303 and §139.327.
2. Emergency Personnel Training – 24 consecutive months for ARFF & emergency medical service personnel training records under §139.319.
3. Airport Fueling Facilities Inspection – 12 consecutive months for records of inspection of airport fueling facilities under §139. 321.
4. Fueling Personnel Training – 12 consecutive months for training records of fueling personnel under §139. 321.
5. Self-Inspection – 12 consecutive months for self-inspection records under §139. 327.
6. Movement Areas and Safety Areas Training – 24 consecutive months for records of training given to pedestrians and ground vehicle operators with access to movement areas and safety areas under §139.329.
7. Accident and Incident – 12 consecutive months for each accident or incident in movement areas and safety areas involving an air carrier aircraft and/or ground vehicle under §139.329.
8. Wildlife Hazard Management – Reserved.
9. Airport Condition – 12 consecutive months for records of airport condition information dissemination under §139.339.

### C. ADDITIONAL RECORDS

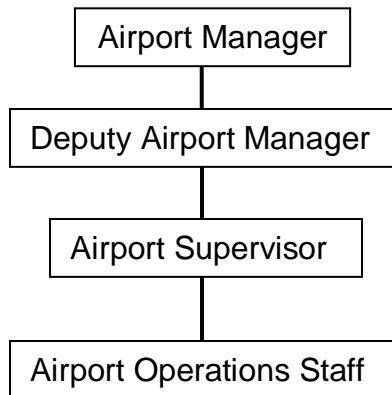
The Airport will make and maintain any additional records required by the Administrator.

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**SECTION 303 -- PERSONNEL**

**A. LINES OF SUCCESSION OF OPERATIONAL RESPONSIBILITY**

The following is the lines of succession of airport operational responsibility:



**B. KEY PERSONNEL**

Airport Manager – Michael Errante  
Deputy Airport Manager – Ashley Helms  
Airport Operations Supervisor – Steve Loven

**C. PERSONNEL REQUIREMENTS**

The Airport will comply with the following personnel requirements:

1. Maintain sufficient qualified personnel to comply with the requirements of the ACM and the requirements of Title 14 CFR part 139.
2. Airport personnel will be on-site during normal business hours to meet the sufficient qualified personnel requirements during air carrier operations.
3. Equip personnel with sufficient resources needed to comply with the requirements of Title 14 CFR part 139.
4. Train all personnel who access movement areas and safety areas and perform duties in compliance with the requirements of the ACM and Part 139. This training must be completed before the initial performance of such duties and at least once every 12 consecutive calendar months. The curriculum for initial and recurrent training must include at least the following areas:
  - a. Airport Familiarization, including airport marking, lighting, and signs.

- b. Procedures for access to, and operation in, movement areas and safety areas, as specified under §139.329.
  - c. Airport communications, including the use of the common traffic advisory frequency (CTAF) since there is no air traffic control tower, and procedures for reporting unsafe airport conditions.
  - d. Duties required under the Airport Certification Manual and the requirements of Part 139.
  - e. Any additional subject areas required under §139.319, §139.321, §139.327, §139.329, §139.337, and §139.339, as appropriate.
5. Make a record of all training completed by each individual in compliance with this section that includes, at a minimum, a description and date of training received. Such records shall be maintained for 24 consecutive calendar months after completion of training.
6. As appropriate, comply with the following training requirements of this ACM:
- a. Section 319 - Aircraft rescue and firefighting: Operational requirements;
  - b. Section 321 - Handling and storage of hazardous substances and materials;
  - c. Section 327 - Self-inspection program;
  - d. Section 329 - Pedestrians and Ground Vehicles;
  - e. Section 337 - Wildlife hazard management; and
  - f. Section 339 - Airport condition reporting

#### **D. PERSONNEL TRAINING PROGRAM**

A training curriculum has been prepared for the following subjects related to the airport certification program required by §139.303(c). The training curriculum consists of an outline of the subject matter for each airport certification related subject and includes a list of training materials available for use. Content of training is primarily based on airport certification related Advisory Circulars, the ACM, Part 139, FAA supplemental guidance and Airport site specific training presentations. The Airport Supervisor is responsible for administrating the training program and maintaining records of training.

All personnel are required to receive initial and annual recurrent training in airport certification related areas as required by §139.303(c).

Airport personnel are trained in accordance with a training curriculum addressing the following subjects:

- a. Airport Certification Manual (ACM)
- b. Ground Vehicle/Pedestrian Operations on the Movement Area and Safety Areas
- c. Snow and Ice Control Plan
- d. Airport Condition Reporting and NOTAM Manager
- e. Responsibilities in the Airport Emergency Plan (AEP)
- f. ARFF Training Program including medical and live-fire training

**Original Date:** August 31, 2021

**FAA Approval Date:** \_\_\_\_\_

**Revision Date:** \_\_\_\_\_



- g. Airport Self Inspection Program
  - h. Fueling Operations
2. **FAA Technical Operations** personnel are trained in accordance with a training curriculum addressing the following topics:
    - a. Ground Vehicle/Pedestrian Operations on the Movement Area and Safety Areas
  3. **Airline** personnel are trained during the rebadging process at the following intervals:
    - a. Ground Vehicle/Pedestrian Operations on the Non-movement Area – Every 24 CCM
    - b. Ground Vehicle/Pedestrian Operations on the Movement Area for any personnel authorized to operate an aircraft tug – Every 12 CCM
  4. **T-Hangar Tenants** are trained every 24 months during the rebadging process:
    - a. Ground Vehicle/Pedestrian Operations on the Non-movement Area
  5. **National Weather Service** personnel receive training every 12 consecutive calendar months at their location off site, using training material provided by the airport. Records of the Part 139 required training conducted by the National Weather Service are provided to the Airport annually.
    - a. Ground Vehicle/Pedestrian Operations on the Movement Area and Safety Areas
  6. **Authorized Construction** personnel are trained in accordance with a training curriculum addressing the following topics as appropriate for the project:
    - a. Ground Vehicle/Pedestrian Operations on the Movement Area and Safety Areas
    - b. Ground Vehicle/Pedestrian Operations on the Non-movement Area
    - c. Construction Safety Phasing Plan

## **SECTION 305 -- PAVED AREAS**

### **A. REQUIRED CONDITIONS OF PAVED AREAS**

Airport pavement areas, including aprons available for air carrier operations, shall be promptly repaired and maintained as follows:

1. Pavement edges shall not exceed 3 inches difference in elevation between abutting pavement sections and between pavement and abutting areas.
2. Pavement shall have no holes exceeding 3 inches in depth nor any hole the slope of which from any point in the hole to the nearest point at the lip of the hole is 45 degrees or greater as measured from the pavement surface plane, unless, in either case, the entire area of the hole can be covered by a 5" diameter circle.
3. The pavement must be free of cracks and surface variations that could impair directional control of air carrier aircraft, including any pavement crack or surface deterioration that produces loose aggregate or other contaminants.
4. Mud, dirt, sand, loose aggregate, debris, foreign objects, rubber deposits, and other contaminants shall be removed promptly and as completely as practicable, except the associated use of materials such as sand and deicing solutions for snow and ice control.
5. Any chemical solvent that is used to clean any pavement area shall be removed as soon as possible, consistent with the instructions of the manufacturer of the solvent, except for the associated use of deicing solutions for snow and ice control.
6. Pavement shall be sufficiently drained and free of depressions to prevent ponding that obscures markings or impairs safe aircraft operations.

### **B. MAINTENANCE OF PAVED AREAS**

Corrective action shall be promptly initiated by Airport Operations personnel when any unsatisfactory conditions are found in the paved areas. Airport Operations personnel are responsible for correction of any unsatisfactory conditions on paved areas. If Airport Management determines that an uncorrected condition in a paved area is unsafe for aircraft operations, that portion of the airport shall be closed to air carrier operations until the unsafe condition is corrected.

---

**SECTION 307 – UNPAVED AREAS**

There are no unpaved runways, taxiways, loading ramps or parking areas at Bishop Airport.

**Original Date:** August 31, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

## **SECTION 309 -- SAFETY AREAS**

### ○ **SAFETY AREA DIMENSIONS**

Safety area dimensions conform to FAA standards in AC 150/5300-13, *Airport Design*, per the ALP approved on 12/01/2020. Safety area dimensions are as follows:

- **Runway 12/30** – By using the following declared distances, the runway safety area for Runway 12 and Runway 30 meet the C-II standards of 250 feet from centerline, 600 feet prior to threshold and 1000 feet beyond runway end:
  - |           |      |      |      |      |
|-----------|------|------|------|------|
| Runway 12 | TORA | TODA | ASDA | LDA  |
| 7498      | 7498 | 7498 | 7098 | 7098 |
  - |           |      |      |      |      |
|-----------|------|------|------|------|
| Runway 30 | TORA | TODA | ASDA | LDA  |
| 7498      | 7498 | 7498 | 6743 | 6743 |

See Appendix D for graphical depiction of declared distances.

- **Taxiways** - 59 feet from the centerline.

### **B. REQUIRED CONDITIONS OF SAFETY AREAS**

Safety area conditions are maintained as follows:

1. Each safety area shall be cleared and graded, and shall be maintained free of potentially hazardous ruts, humps, depressions, or other surface variation.
2. Each safety area shall be drained by grading and storm sewers to prevent water accumulation.
3. Each safety area shall be capable under dry conditions of supporting aircraft rescue and firefighting equipment and the occasional passage of aircraft without causing major damage.
4. No objects shall be located in any safety area, except for objects that need to be located in the safety areas because of their function. These objects shall be constructed, to the extent practical, on frangible mounted structures of the lowest practical height and maintained so the frangible point is no higher than 3 inches above grade.
5. Safety areas shall conform to dimensions acceptable to the FAA if any runways or taxiways are constructed, reconstructed, or extended.

### **C. MAINTENANCE OF SAFETY AREAS**

Corrective action shall promptly be initiated by Airport Operations staff when any unsatisfactory conditions are found in the safety areas. The Airport Operations staff is responsible for correction of any unsatisfactory conditions in safety areas.

---

## SECTION 311 – MARKING, SIGNS, AND LIGHTING

### A. MARKING

The Airport will provide and maintain marking systems for air carrier operations in accordance with §139.311(a) and Advisory Circular 150/5340-1, current edition, *Standards for Airport Markings*.

#### 1. Runways/Taxiways

Runways and taxiways are marked as follows:

- a. Runway 12/30 – NPI with continuous type edge markings along paved shoulders
- b. Taxiways – Taxiway markings include the following: Taxiway centerlines, leadoff lines on normally used exits, and dashed type edge markings along the portion of Taxiway A which is contiguous to the Terminal Apron.
- c. Enhanced taxiway centerline markings have been installed at all runway holding positions on taxiways.

#### 2. Holding Position Markings

The aircraft approach category/airplane design group for Runway 12/30 is C-II with all runway holding position markings located 250 feet from runway centerline. All holding position markings are in accordance with AC 150/5340-1, current edition.

---

## B. SIGNS

### 1. Signs Identifying Taxi Routes

The Airport will provide and maintain a sign system for air carrier operations in accordance with §139.311(b) and the Marking and Sign Plan included as Appendix A. The signs will meet standards in AC 150/5340-18, current edition, *Standards for Airport Sign Systems*, and sign specifications in AC 150/5345-44, current edition, *Specifications for Taxiway and Runway Signs*.

### 2. Holding Position Signs Holding position signs are installed at all positions in accordance with the Marking and Sign Plan included as Appendix A. The signs will meet standards in AC 150/5340-18, current edition, *Standards for Airport Sign Systems*, and sign specifications in AC 150/5345-44, current edition, *Specifications for Taxiway and Runway Signs*.

### 3. Surface Painted Holding Position Signs (SPHPS) SPHPS are installed at all runway holding positions on taxiways in accordance with standards in AC 150/5340-1 (current edition), *Standards for Airport Markings*.

## C. LIGHTING

The Airport will provide and maintain lighting systems for air carrier operations in accordance with §139.311(c) and AC 150/5340-30, current edition, *Design and Installation Details for Airport Visual Aids*, to meet the specifications for the lowest approach minimums authorized for each runway.

### 1. Runways

Runway 12/30 - Medium Intensity Runway Lights (MIRL)

Runway lights are split white/yellow to mark the caution zone on the last 2000 feet of each end of all runways.

### 2. Taxiways

Medium intensity taxiway edge lighting is installed on all taxiways available for air carrier operations.

### 3. Airfield Standby Generator

To ensure a constant source of power for airfield lighting, the Airport maintains a 150 KW diesel generator as a secondary power source to commercial power for the entire airport runway, taxiway, signing and lighting system, including PAPI and REIL, and public terminal. Testing and maintenance procedures for the standby generator are in accordance with manufacturer recommendations and procedures in Chapter 9 of AC 150/5340-30, current edition, *Design and*

*Installation Details for Airport Visual Aids.* Testing and maintenance records of the standby generator are available for review by the FAA. Testing is once weekly.

4. NAVAIDS and Visual Landing Aids

NAVAIDS provided and maintained by the Airport, are as follows:

- Runway 12 – REIL, PAPI
- Runway 30 – REIL, PAPI
- Runway 17 – REIL, PAPI
- Runway 35 – REIL, PAPI

5. Obstruction Lighting

a. Obstruction lighting is maintained by the Airport for the following objects:

1. Airport beacon
2. Primary wind cone
3. 6 Supplemental wind cones.
4. Localizer antenna (2)

b. Obstruction lighting is maintained by the National Weather Service for the following object:

1. Weather instruments tower between runway 12/30 and runway 17/35.

c. Obstruction lighting is maintained by the FAA for the following objects:

1. VOR/DME
2. Localizer
3. ADS-B

6. Airport Beacon

The airport is equipped with a rotating beacon with a green and white lens, located near the terminal building.

7. Lighting Interference

All other lighting on the airport for aprons, parking areas, roadways, fuel storage areas, and buildings, is adjusted or shielded to prevent interference with air traffic control and aircraft operations.

**D. MAINTENANCE**

1. Each marking, sign, and lighting system installed on the airport that is owned by the airport will be properly maintained by cleaning, replacing, or repairing any faded, missing, or nonfunctional item. Items will also be maintained unobscured, clearly visible, and each item shall provide an accurate reference to airport users.

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2. Each lighting system will be maintained at least to the minimum operational criteria listed in Appendix A, Table A-8, of AC 150/5340-26, current edition, *Maintenance of Airport Visual Aid Facilities*. The operating limits for lighting systems before a system is considered inoperable are as follows:

Runway edge lights

- 85% operable for Non-precision runways

Runway end/threshold lights

- 75% operable (No more than two lights inoperable at any runway end)

Taxiway edge lights

- 85% operable

To provide continuity of visual guidance, the allowable percentage of inoperable lights shall not be in such a way as to alter the basic pattern of the lighting system. In addition, an unserviceable light shall not be adjacent to another unserviceable light. Lights are considered adjacent if located either laterally or longitudinally in a lighting system.

Maintenance of lighting for holding position signs will receive high priority. If the lighting for a holding position sign cannot be immediately repaired, a NOTAM will be issued in accordance with procedures in §139.339.

Corrective action shall be initiated by Airport Operations personnel when any unsatisfactory conditions are found in the marking or lighting systems. If the above operating limits cannot be maintained, and airport management determines that the outage may not provide an accurate reference to airport users, information concerning the outage shall be disseminated locally to the airline. If an entire lighting system is inoperable or out of service, an airport condition report shall be issued in accordance with §139.339.



**SECTION 313 – SNOW & ICE CONTROL**

Snow and ice control information is included in Appendix B as the Snow and Ice Control Plan.

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## **SECTION 315 -- AIRCRAFT RESCUE & FIREFIGHTING (ARFF) INDEX**

The ARFF Index at the airport is Index B, based on air carrier aircraft service by the Bombardier CRJ 700 with 68 passenger seats.

The Airport will provide at least Index B level ARFF capability during air carrier operations at the airport.

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## SECTION 317 -- AIRCRAFT RESCUE & FIREFIGHTING (ARFF): EQUIPMENT, & AGENTS

ARFF equipment at the airport consists of the following:

### A. Primary ARFF Vehicle

Oshkosh Striker 4 x 4  
Index B, Class 4  
1500 Gallon water/AFFF solution  
450 lbs potassium bicarbonate dry chemical  
Roof turret and bumper turret  
(1) 30 lb Class D portable fire extinguisher

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## **SECTION 319 -- AIRCRAFT RESCUE & FIREFIGHTING OPERATIONS**

### **A. ARFF HOURS OF OPERATIONS**

ARFF operations meeting Index B requirements are from 15 minutes prior to the actual arrival of an air carrier aircraft to 15 minutes after the actual departure of an air carrier aircraft.

Normal Airport hours of operation are from 8:00am to 5:00pm, during the winter season hours of operations may be extended due to scheduled evening flights. In the event that an unscheduled air carrier will arrive after 5:00 pm, the Airport Operations personnel must be notified by the airline so that ARFF standby can be provided until 15 minutes after departure.

### **B. VEHICLE COMMUNICATIONS**

The ARFF Vehicles are equipped with two-way voice radio communications with Airport Operations, the Bishop Fire District, and the Common Traffic Advisory Frequency (CTAF).

A Discrete Emergency Frequency has not been established at the airport at this time.

### **C. VEHICLE MARKING & LIGHTING**

The ARFF vehicle is equipped with flashing red beacons and reflective striping to contrast with the background and optimize nighttime visibility.

### **D. VEHICLE READINESS**

1. The ARFF vehicle is housed in a hangar to the south of the Terminal Building.
2. The ARFF vehicle is maintained so as to be operationally capable of performing its intended functions. Operational checks of the ARFF vehicle and its firefighting systems is conducted daily by the Airport Supervisor. Scheduled service inspections and routine maintenance is performed by the Airport Operations staff. Maintenance or repairs, which cannot be accomplished at the airport, are completed at the County Road Department maintenance yard or a local truck dealer.
3. If the primary ARFF vehicle becomes inoperative to the extent that it cannot perform its required functions, the Airport Manager, or his designated representative, will close the airport to air carrier operations after 48 hours. The Airport Manager will notify the Regional Airports Division Manager and any air carriers operating at the Airport in accordance with §139.339.

### **E. RESPONSE REQUIREMENTS**

The midpoint of the furthest air carrier runway is located on Runway 12/30 near the intersection of Taxiway F. The Bishop Airport ARFF vehicle is capable of

responding from the its housing location to the mid-point of Runway 12/30 within 3 minutes from the time of the alarm, and initiate discharge of extinguishing agent.

**F. PERSONNEL**

ARFF operations are provided by the Airport Supervisor and the Airport Operations staff. At least one firefighter will be on duty at the Airport Fire Station during air carrier operations.

1. Equipment

ARFF personnel are equipped with protective clothing, self-contained breathing apparatus (SCBA) and Personnel Safety Alert System (PASS) meeting National Fire Protection Association (NFPA) standards.

2. ARFF Training

ARFF personnel are trained prior to initial performance of rescue and firefighting duties and receive recurrent instruction every 12CCM. The training curriculum addresses the following areas and covers a 12 month period:

- a. Airport familiarization, including airport signs, marking, & lighting.
- b. Aircraft familiarization.
- c. Rescue and firefighting personnel safety.
- d. Emergency communications systems on the airport, including fire alarms.
- e. Use of the fire hoses, nozzles, turrets, and other appliances required.
- f. Application of the types of extinguishing agents required for compliance with this part.
- g. Emergency aircraft evacuation assistance.
- h. Firefighting operations.
- i. Adapting and using structural rescue and firefighting equipment for aircraft rescue and firefighting.
- j. Aircraft cargo hazards, including hazardous materials/dangerous goods incidents.
- k. Familiarization with firefighter's duties under the Airport Emergency Plan.

ARFF personnel are trained in the above subject areas following a site-specific training curriculum. The training program includes the use of IFSTA, NFPA, FAA Computer Based ARFF Training Program and airport specific training materials.

3. Live-Fire Drill

All ARFF personnel shall participate in a live-fire drill prior to initial performance of ARFF duties and participate in a live-fire drill at least once every 12 CCM at an FAA approved ARFF Training Center.

4. Basic Emergency Medical Training

At least one individual, who has been trained and is current in basic emergency medical services, is available during air carrier operations The First Responder training includes 40 hours of training covering the following areas:

1. Bleeding
2. Cardiopulmonary Resuscitation (CPR)
3. Shock
4. Primary Patient Survey
5. Injuries to the Skull, Spine, Chest, and Extremities
6. Internal Injuries
7. Moving Patients
8. Burns
9. Triage

ARFF personnel attend the recurrent training courses as required to maintain State currency requirements. ARFF personnel also attend CPR classes annually to maintain currency in CPR.

5. Records

The Operations Supervisor is responsible for maintaining records of all training given to each individual. ARFF training records will be maintained for 24 consecutive calendar months. Such records include a description and date of training received.

6. Sufficient Personnel

At least one Operations staff is available during all small and large air carrier operations to operate the ARFF vehicle, meet the 3 minute response time and the minimum discharge rates required.

7. Emergency Alerting System

- a. ARFF personnel are alerted of existing or impending aircraft emergencies by the following alerting system:
  1. As there is no Air Traffic Control tower at Bishop Airport, ARFF personnel on duty are alerted by either CTAF, Emergency 911 or by telephone to the Bishop Airport (760-872-2971). ARFF personnel will visually monitor air carrier operations during landing, taxiing and takeoff operations.
  2. In the event of an airport emergency, Mutual Aid are alerted by cell phone or landline to the County Dispatch.

**G. HAZARDOUS MATERIALS GUIDANCE**

Each ARFF vehicle is equipped with the current edition of the "North American Emergency Response Guidebook".

**H. EMERGENCY ACCESS ROADS**

There are no emergency access roads at the airport.

**I. OFF AIRPORT OR OTHER EMERGENCY RESPONSE OF ARFF EQUIPMENT**

In the event of an off-airport response, or other type emergency response, where the ARFF response cannot be maintained during an air carrier operation, the Airport Manager or Operations Supervisor shall immediately notify the airlines and issue a NOTAM stating that ARFF equipment is temporarily not available due to off-airport or other emergency response. During non-business hours, the responding firefighter shall issue a NOTAM through the NOTAM Manager System. During any off-airport or other emergency response, ARFF equipment shall return to service as soon as practical. Off airport responses must be approved by the Airport Manager, and will not be permitted if an air carrier is in route.

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## **SECTION 321 -- HAZARDOUS MATERIALS**

### **A. FUELING AGENTS**

The County of Inyo is the fueling agent at Bishop Airport. For purposes of §139.321, fueling agents are defined as “a person or company that sells fuel products on the airport.” This definition is intended to exclude self-fueling activities of an airline, corporation or individual that conducts self-fueling.

### **B. AIRPORT FIRE SAFETY FUEL HANDLING STANDARDS**

NFPA 407, 2017 Edition, and NFPA 30, 2018 Edition, is the local fire code governing airport fueling operations. To establish and maintain fire safety fueling standards at the airport, as required by §139.321(b), the Airport retains a copy of the current NFPA 407 and NFPA 30 standards. The Authority Having Jurisdiction is the Fire District of Inyo County Fire Marshal, who is responsible for approving equipment, materials, an installation, or a procedure related to airport fueling operations.

### **C. COMPLIANCE**

Bishop Airport will comply with NFPA 407 and NFPA 30 fire code standards, and surveillance of all fueling activities on the airport is conducted by agreement with the Fire District.

### **D. INSPECTIONS OF FUELING FACILITIES**

The fueling facilities at the airport include three fuel trucks and a fuel storage area. These facilities will be inspected every 3 CCM by the Fire Chief of the Bishop Fire Department or his designee, and will be kept on file for 12 consecutive calendar months.

In handling and dispensing aviation fuel Bishop Airport, as the fueling agent, is required to take immediate corrective action be taken whenever notified of noncompliance with any of the NFPA 407 or NAPA 30 fire code standards. If corrective action cannot be accomplished within a reasonable period of time, the Airport Manager will notify the FAA by email or by phone or mail at:

**Federal Aviation Administration  
Airports Division, Safety & Standards Branch, AWP-620  
777 S. Aviation Blvd., Ste 150  
El Segundo, CA 90245**

**424-405-7304**

### **E. TRAINING**

1. An airport supervisor will complete an aviation fuel training course in fire safety. The supervisor will receive recurrent training at least once every 24 CCM. If a new supervisor is hired, he/she will be enrolled in an authorized aviation fuel training course that will be completed within 90 days.

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2. All other airport employees who fuel aircraft, accept fuel shipments, or handle fuel, receive at least initial on-the-job training in fire safety and recurrent training every 24 CCM from the supervisor mentioned in previous paragraph. The OJT shall include hands-on fire extinguisher training provided by the Fire Department.
3. Fueling agent personnel training records will be maintained for 24 months at the Airport Supervisor's office.

**Attachment 321-1  
FUELING INSPECTION – AIRCRAFT FUEL SERVICING VEHICLES**

**Inspector:** \_\_\_\_\_ **Fueling Agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>S – Satisfactory</b> <b>U – Unsatisfactory</b> <b>R – Remark Below</b>	<b>Truck Number</b> <b>Type Fuel</b>									
		S	U	R	S	U	R	S	U	R
		Fuel trucks/trailers parked 50’ from bldgs and 10’ apart								
Fuel trucks marked with operator name on both sides										
No Fuel Leaks										
Vehicle Exhaust System -Shielded/Leak free/spark arrestor if required										
No Smoking sign-all 4 sides/No evidence of smoking/No ashtray/lighter										
Flammability/Product signs all 4 sides of fuelers/hydrant veh/carts										
Hazmat placards all 4 sides of fuel trucks and fuel trailers										
Bonding cables provided and clips/plugs functional										
Fuel Trucks - Two 80-B:C extinguishers on sides /No ABC DC Ext.										
Deadman Control for all nozzles/Not bypassed										
Integral system for nozzles to be stowed before moving fuel vehicle										
Brake interlock system for bottom loading coupler/Overwing nozzles										
Emergency fuel shutoffs operable and properly placard/1 each side										
Acft fueling hose/No blistering, cracking, saturation, separation										
Dry break couplers and adaptors are installed										
Aviation fueling hose used/No Kinks										
Explosion proof electrical/Light lens intact										
Dome cover seals intact with forward mounted hinge										
Truck cabinets have grating type flooring or open flooring										
Vehicle DPF Regeneration Area meets standards, if Applicable										
Proper Fueling Procedures Observed										
<b>Remarks:</b>										

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**Attachment 321-2  
FUELING INSPECTION – AIRPORT FUEL STORAGE FACILITY**

**Inspector:** \_\_\_\_\_ **Fueling Agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>S - Satisfactory</b> <b>U - Unsatisfactory</b> <b>R – Remark Below</b>	Jet A Section			100LL Section		
	S	U	R	S	U	R
Entrances to fueling areas posted with No Smoking signs						
No evidence of smoking						
All tanks, machinery, piping is bonded or grounded						
Areas around tanks are free of weeds, trash or combustible materials						
Emergency fuel shutoff provided for airport fueling system/Outside spill area						
Emergency fuel shutoffs provided for each tank vehicle loading station						
Proper EMERGENCY FUEL SHUTTOFF placards /7 ft above grade						
Emergency fuel shutoffs kept clear and tested every 6 months						
Fuel servicing equipment properly maintained free of leaks						
Procedures for prevention & control of spills and notification to fire dept						
Bonding connections available for loading stations						
Deadman controls available for loading stations/Not bypassing Deadman						
Dry break couplers and adaptors installed						
Aircraft fuel hose/blistering, cracking, carcass saturation, separation, kinks						
Fueling hydrants, pits, cabinets located 50' from bldg excpt loading bridges						
80-B:C fire extinguishers at fuel storage area usually at Emerg Fuel Shutoff						
80-B:C rated extinguisher at each fuel vehicle loading station						
No A:B:C rated DC extinguishers within 500 ft of aircraft operating areas						
80-B wheeled extinguishers on aircraft servicing aprons at gates or 200 ft apart						
Explosion proof electrical equipment						
Above ground fuel piping on acft movement area protected by barrier guard						
<b>Remarks:</b>						

Checklist Based on the 2017 NFPA 407 Fire Code for Airport Fueling Operations

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**Attachment 321-3  
FUELING INSPECTION – SELF-SERVICE FUEL STATIONS**

**Inspector:** \_\_\_\_\_ **Fueling Agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b>S - Satisfactory</b> <b>U - Unsatisfactory</b>	<b>Type Fuel:</b>		
	<b>S</b>	<b>U</b>	<b>Remark</b>
Entrances to fueling areas posted with No Smoking signs			
Controlled access to dispensing equipment			
All tanks, machinery, piping is bonded or grounded			
Areas around tanks are free of weeds, trash or combustible materials			
Emergency fuel shutoff provided/Incorporating a thermally actuated device			
Emergency fuel shutoff located more than 20' but less than 100' from dispens.			
Proper EMERGENCY FUEL SHUTTOFF placards /7 ft above grade			
Dispensing devices located on an island/Protected by pipe bollards/guards			
Dispensing equipment properly maintained free of leaks			
Instructions provided for notification to fire dept by emergency fuel shutoff			
Bonding connections available for dispensing equipment			
Deadman controls available for dispensing equipment			
1 80 BC extinguisher at dispenser/1 80 BC at emerg fuel shutoff-No ABC DC			
Aircraft fueling hose/No blistering, cracking carcass saturation, separation			
Self- Fueling Station located 50' from any buildings			
Emergency Instructions posted in dispensing area			
Operating Instructions posted			
Explosion proof electrical equipment			
<b>Additional Remarks:</b>			

Checklist Based on NFPA 407, 2017 Edition

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## SECTION 323 -- TRAFFIC & WIND INDICATORS

### A. WIND CONES

The primary wind cone is lighted and located on the west side of Taxiway H north of Runway 8/26. Six supplemental wind cones are lighted and located near the approach ends of all Runways 17, 35, 12, 30, 8 and 26.

### B. SEGMENTED CIRCLE

The airport has a segmented circle around the primary wind cone. There are no right hand traffic patterns.

### C. MAINTENANCE

The segmented circle and wind cones are inspected each day during the daytime and nighttime safety inspection conducted by designated self-inspection personnel.

The segmented circle and wind cones are maintained clearly visible and functional. Corrective action shall be initiated promptly by Airport Operations personnel when any unsatisfactory conditions are found with the segmented circle or wind cones.

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## SECTION 325 -- AIRPORT EMERGENCY PLAN

### A. AIRPORT EMERGENCY PLAN (AEP)

An Airport Emergency Plan is included as Appendix C. The plan was developed and coordinated with law enforcement agencies, rescue and firefighting agencies, medical personnel and organizations, the principal tenants at the airport, and all other persons who have responsibilities under the plan.

### B. TRAINING OF AIRPORT PERSONNEL

All airport personnel having duties and responsibilities under the AEP are properly trained and familiar with their assignments.

### C. ANNUAL REVIEW OF THE AEP

A review of the AEP is conducted at least every 12 CCM to ensure that the AEP is current and all parties with whom the plan is coordinated are familiar with their responsibilities. All of the agencies involved in the AEP are invited to participate in either an annual review meeting or table-top exercise at the airport.

### D. TRIENNIAL FULL-SCALE EXERCISE OF THE AEP

A full-scale exercise of the AEP is conducted at least once every 36 CCM. The full-scale exercise involves, to the extent practicable, all mutual aid participants and all emergency equipment that would normally be available in an emergency. The purpose of the exercise is to test the effectiveness of the AEP through a response of the airport and its mutual aid to an aircraft accident at, or in the vicinity of, the airport, and to familiarize emergency personnel with their responsibilities in the plan.

### E. CONSISTENCY WITH SECURITY REGULATIONS

The AEP contains instructions for response to bomb incidents, including designation of parking areas for the aircraft involved; and sabotage, hijack incidents, and other unlawful interference with operations; that are consistent with the approved airport security program.

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## **SECTION 327 -- SELF-INSPECTION PROGRAM**

### **A. FREQUENCY OF INSPECTIONS**

Safety inspections are conducted daily by Airport Operations personnel. Daily daytime inspections are conducted in the morning before air carrier operations. Night inspections of lighting, signs, obstruction lights and glass beads are conducted either in the morning or evening during periods of darkness. Night inspections are conducted daily during winter months when commercial flights occur in the evening. During the summer months, when commercial flights occur only during daylight hours, night inspections are conducted bi-weekly.

Additional safety inspections shall be conducted whenever required by the following circumstances:

1. During construction and at the end of construction activity each day.
2. During rapidly changing meteorological conditions.
3. Immediately after any incident or accident.
4. After any other unusual condition on the airport.

When Special Inspections are conducted, a Special Inspection Checklist, as shown in Attachment 327-2, is completed. These will be maintained with daily self-inspection records. For special inspections of construction, the construction checklists as shown in Attachments 327-3 and 327-4 will be used.

### **B. REPORTING SYSTEM**

Paragraph E of this section lists the unsatisfactory conditions to be noted during self-inspections. Any unsatisfactory conditions noted during an inspection will be recorded on the inspection checklist and routed to the Airport Manager's office. A Maintenance Work Order is also completed for unsatisfactory conditions listed in paragraph E of this section and routed to the Airport Manager's office. Unsatisfactory conditions that cannot be promptly corrected shall be disseminated by NOTAM in accordance with Section 339 of this ACM, if determined to be potentially unsafe by the Airport Manager or his designated representative.

### **C. TRAINING**

The Airport Supervisor is responsible for training the Airport personnel to ensure that qualified personnel perform the inspections. In addition to On-The-Job Training, a training program has been established and includes initial and recurrent training every 12 CCM IAW ACM Section 303 and includes the following subjects:

1. Airport Familiarization, including airport signs, marking, and lighting
2. Airport Emergency Plan (AEP)
3. Notice to Airmen (NOTAM) notification procedures

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4. Procedures for pedestrians and ground vehicles in movement areas and safety areas
5. Discrepancy reporting procedures
6. Inspection Procedures and Record Keeping

**D. RECORDS**

1. Inspection Checklists

Copies of the regularly scheduled Airport Safety Inspection checklist, Special Inspection checklist, Construction in Progress Inspection checklist, and Post Construction Inspection checklist are included as Attachments 327-1, 327-2, 327-3 and 327-4. All regularly scheduled inspections, special inspections, and construction inspections will be documented with inspection checklists. Inspection records will show the conditions found and all corrective actions taken. Inspection records are kept on file in the Airport Manager's office for at least 12 CCM.

2. Training Records

Training records for each individual include a description and date of training received. Training records are kept for at least 24 CCM.

**E. AREAS INSPECTED DAILY AND UNSATISFACTORY CONDITIONS NOTED**

**Pavement Areas**

1. Pavement lips exceeding 3 inches.
2. Holes exceeding 3 inches deep and 5 inches across.
3. Cracks or surface variations which could impair directional control of aircraft.
4. Cracks or surface deterioration producing loose aggregate that needs repair.
5. Presence of snow, ice, slush, standing water or ponding.
6. Presence of mud, excessive sand, loose aggregate, rubber deposits, or other debris.

**Safety Areas**

1. Potentially hazardous ruts, depressions, humps, erosion, or other surface variations.
2. Objects in safety areas, other than those required by function.
3. Storm debris.
4. Mounting bases on authorized objects in safety areas in which the frangible point exceeds 3 inches above grade, including FAA NAVAIDs.
5. Ponding of water or plugged drains.
6. Removed or missing manhole covers.
7. Snowbanks in such a height that all air carrier propellers, engine pods, and wingtips shall not clear the snowbanks when the aircraft's landing gear located at any point along the full strength edge of the pavement.

**Markings**

1. Markings which are not clearly visible and in good condition.

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2. Glass beads not clearly visible at night.
3. Markings which are not in accordance with standards in AC 150/5340-1, current edition, and the Marking & Sign Plan.

### **Signs**

1. Signs not in accordance with the Marking & Sign Plan.
2. Signs not in accordance with standards in AC 150/5340-18, current edition.
3. Signs not in accordance with specifications in AC 150/5345-44, current edition.
4. Inoperable lighting.
5. Damaged, missing, peeling, flaking, obscured or inoperable signs.
6. Concrete base or frangible point more than 3 inches above grade.

### **Lighting**

1. Lights not in accordance with standards in AC 150/5340-30, current edition.
2. Lighting systems not maintained in accordance with Section 311 of this ACM or Appendix A, Table A-8 of 150/5340-26, current edition.
3. Lights obscured, dirty, missing, or out of adjustment.
4. Inoperable lighting system.
5. Pilot Control Lighting system inoperable.
6. More than 15% of lights out on runway edge light system for Cat 1, NPI or visual runway.
7. Two or more runway edge lights out in a row. (Any missing fixtures at intersections are counted as an inoperable light.)
8. Two or more threshold/runway end lights out on any runway end.
9. More than two adjacent taxiway lights out/more than 15% out in a taxiway system.
10. Inadequate shielding of apron, parking, and roadway lighting.

### **NAVAIDS**

1. Inoperable rotating beacon.
2. Inoperable airport owned NAVAIDS, including radio controlled operation.
3. Inoperable FAA NAVAIDS (Notify FAA Tech Ops)
4. Inoperable lighting on wind direction indicators.
5. Deteriorated, faded, or malfunctioning wind sock.
6. Segmented circle not clearly visible or obscured.
7. Objects, vegetation, or snow that may affect NAVAID signals.

### **ARFF**

1. Inoperable lights or sirens.
2. Fluid or dry chemical levels too low.

### **Obstructions**

1. Inoperable obstruction lights.
2. New construction nearby which may affect aircraft operations or NAVAIDS.

**Fueling Operations**

1. Inoperable bonding cables/clips.
2. Fire extinguishers missing on mobile fuelers and at fuel storage areas.
3. Fire extinguishers not sealed, charged, and in place.
4. Fuel leaking.
5. "No Smoking" signs missing.
6. Presence of trash or weeds in fuel storage area.

**Construction**

1. Barricades not in place or too high to provide adequate clearance for aircraft.
2. Construction warning lights inoperable.
3. Marking of construction vehicle routes inadequate.
4. NOTAMS not current.
5. Construction equipment parked or operating in unauthorized areas.
6. Marking, lighting, or sign systems being installed contrary to FAA standards.
7. Potentially confusing marking/lighting/signs around construction areas
8. Construction activity is contrary to AC 150/5370-2, current edition.
9. Construction activity contrary to the Construction Safety Phasing Plan.

**Public Protection**

1. Perimeter fencing down, gates open, or signs missing.
2. Erosion under the fence/Gaps in gates.
3. Apron fencing down, gates open, or signs missing.

**Wildlife Hazard Management**

1. Presence of birds, deer, coyotes or other wildlife that could affect safe operations of air carrier aircraft.

**AIRPORT SAFETY SELF-INSPECTION CHECKLIST**

DATE: \_\_\_\_\_ DAY: \_\_\_\_\_ ✓ Satisfactory ✗ Unsatisfactory

Day Inspector/Time: \_\_\_\_\_ Night Inspector/Time: \_\_\_\_\_

FACILITIES	CONDITIONS	D	N	REMARKS	RESOLVED BY (Initial & date)
<b>Pavement Areas</b>	Pavement lip exceeding 3"				
	Hole - 5" diam. 3" deep				
	Cracks/spalling/heaves				
	FOD: gravel/debris/sand				
	Ponding/edge dams				
<b>Safety Areas</b>	Ruts/humps/erosion				
	Drainage/construction				
	Support equipment/aircraft				
	Frangible bases				
	Unauthorized objects				
<b>Markings</b>	Clearly visible/standard				
	Runway markings				
	Taxiway markings				
	Holding position markings				
	Glass beads				
<b>Signs</b>	Standard/IAW Sign Plan				
	Obscured/inoperable				
	Damaged/retroreflective				
<b>Lighting</b>	Obscured/dirty/inoperable				
	Damaged/missing/aiming				
	Lighting systems inoperable				
	IAW FAA standards				
	Pilot Control Lighting				
<b>NAVAIDS</b>	Rotating beacon inoperable				
	Wind indicators				
	PAPI/REIL systems				
<b>Obstructions</b>	Obstruction lights operable				
	New cranes not reported				
<b>Snow &amp; Ice</b>	Surface conditions				
	Snowbank clearance				
	NAVAIDS/signs obscured				
<b>Construction</b>	Barricades/red lights				
	Equipment parking/materials				
	Complying Plans & Specs				
	Confusing signs/markings				
<b>Public Protection</b>	Fencing/gates/signs				
	Jet blast problems				

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FACILITIES	CONDITIONS	D	N	REMARKS	RESOLVED BY (Initial & date)
<b>Wildlife Hazard Management</b>	Wildlife present/location				
<b>ARFF Vehicle</b>	All lights functional				
	Check fluids				
<b>Fuel Farm/Vehicles</b>	Parked 50' from building and 10' from each other				
	All lights functional				
	Fire extinguishers present				
<b>Ground Vehicles</b>					
	Roof top beacon operational				
Comments:					

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Revision Date: \_\_\_\_\_

FAA Approval Date: \_\_\_\_\_

**SPECIAL INSPECTION CHECKLIST**

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_ **INSPECTOR:** \_\_\_\_\_

**TYPE INSPECTION:** Accident Weather Maintenance Snow Wildlife

**REASON FOR INSPECTION:** \_\_\_\_\_

**Check Conditions Applicable to the Special Inspection**

<b>FACILITIES</b>	<b>CONDITIONS</b>	<b>✓ X</b>	<b>REMARKS</b>	<b>RESOLVED BY (Initial &amp; date)</b>
<b>Pavement Areas</b>	FOD/débris/Ponding			
	Cracks/heaves/blowups			
	Surface conditions			
	Snowbanks/windrows			
<b>Safety Areas</b>	Ruts/surface variations			
	Drainage/construction			
	Débris			
	Unauthorized objects			
<b>Markings</b>	Clearly visible			
	IAW FAA standards			
	Hold Positions			
	Glass beads			
<b>Signs</b>	Obscured/inoperable			
	Damaged/Missing			
	IAW Sign & Marking Plan			
	IAW FAA standards/spec.			
<b>Lighting</b>	Inoperable/damaged/missing			
	Obscured			
	IAW FAA standards			
	Faulty aim/adjustment			
	Lighting systems operational			
	Pilot Control Lighting			
<b>NAVAIDS</b>	Rotating beacon			
	Wind indicators/Obst. lights			
	VASI/PAPI/REIL systems			
	FAA ILS & approach lights			
<b>Snow &amp; Ice</b>	Surface conditions			
	Snowbank clearance			
	NAVAIDS/signs obscured			
<b>Wildlife Hazards</b>	Wildlife present/location			
<b>Public Protection</b>	Damaged/Erosion problem			
<b>NOTAMS</b>	Issued as appropriate/current			

**Original Date:** August 1, 2021

**FAA Approval Date:** \_\_\_\_\_

**Revision Date:** \_\_\_\_\_

**CONSTRUCTION IN PROGRESS INSPECTION CHECKLIST**

Airport Name: ▶	Inspection Date:			
Inspector: ▶	Inspection Time:			Y=Yes N/A = Not Applicable Remarks Required
	<b>Y</b>	<b>N</b>	<b>N/A</b>	<b>REMARKS</b>
1. Compliance with Construction Safety and Phasing Plan				
2. Unauthorized use of runways, taxiways, aprons and safety areas by contractor				
3. Conditions with potential to cause runway incursions or other irregularities				
4. Construction areas appropriately delineated with barricades, cones, markings, etc.				
5. Contractor following proper access/escort procedure; perimeter gates left closed/locked unless attended				
6. Construction vehicles are properly marked, with appropriate flag and/or beacon				
7. Haul roads adjacent to movement areas free from FOD				
8. Barricades, lighting, runway closure X's, etc in place and operational, comply with project specifications				
9. Other concerns: missing signs, markings/lighting with potential to confuse pilots				
10. Construction related <b>NOTAMS</b> issued and current				

Comments:



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## SECTION 329 – PEDESTRIANS & GROUND VEHICLES

### A. LIMITING ACCESS

#### 1. Personnel and Equipment

Pedestrians and ground vehicles, authorized by the Airport Manager, to operate unescorted on movement areas and safety areas at the airport are limited only to those pedestrians and vehicles necessary for airport operations and must complete the BIH Movement Area Training. This includes the following type vehicles:

- a. Airport owned vehicles equipped with CTAF radio. Airport owned vehicles are equipped with a roof top beacon.
- b. FAA Technical Operations vehicles authorized for maintenance of FAA NAVAIDs.
- c. Weather Service vehicles authorized for maintenance of weather equipment.
- d. Authorized construction vehicles.
- e. Airline tugs towing aircraft.

Other individuals who need access to the movement and safety areas are escorted by qualified personnel or are required to attend the airport's ground vehicle training session prior to operating a vehicle on the aircraft movement and safety areas. Copies of the airport's ground vehicle procedures are distributed to all employees authorized to operate a vehicle on movement areas or areas adjacent to movement areas.

General aviation (GA) airport users, including those renting hangars, and airline personnel who require vehicle access to non-movement areas inside the terminal area security fence must complete the Non-Movement Area Driver Training program. Those approved for vehicular access must display their ID badge and use the access gate nearest their GA destination. These users are not permitted to access the central apron, movement areas or safety areas.

#### 2. Controls

Pedestrian access points onto the apron are controlled by gates, turnstiles, security doors and signs. Vehicular access through outer perimeter gates is controlled electronic card readers. Only persons authorized by the Airport Manager are issued cards. "No Trespassing - Violators shall be Prosecuted" signs are posted on all gates including outer perimeter gates.



**B. PROCEDURES FOR GROUND VEHICLE OPERATIONS**

Ground vehicle procedures are as follows:

1. Ground vehicles are required to operate under the procedures established by the Airport Manager.
2. Operators of any radio equipped vehicles on the movement areas must be trained and familiar with airport radio procedures prior to operating on movement areas or safety areas. The vehicle beacon shall be operated at all times while on movement areas.
3. Vehicle operators shall stop at all hold lines and visually check both approaches before they cross or enter an active runway. Operators shall announce their intentions on CTAF, when operating on or near the runways.
4. Vehicle operators at all times must monitor the radio when on movement areas and safety areas adjacent to the movement areas.
5. The direction of travel on runways shall generally be with the wind, when practical, with headlights on in order to provide better viewing of the runway approach.
6. Aircraft have the right-of-way on movement areas and aprons. Vehicles are required to yield to all moving aircraft.
7. Movement areas or areas adjacent to movement areas under construction shall be closed to aircraft operations when required. Construction equipment that must operate on active movement areas shall be controlled by flag person or radio equipped escort vehicle. Operators of construction equipment shall be briefed on their procedures for operating on or near movement and safety areas. Construction personnel authorize to operate on the movement and safety areas without an escort must successfully complete the Airport pedestrian and ground vehicle training program.
8. Vehicles include tugs towing aircraft and mechanics taxiing aircraft on the movement area for run-ups or to reposition aircraft, are included in the pedestrian/ground vehicle training program.

**C. TRAINING OF EMPLOYEES AUTHORIZED TO OPERATE ON THE MOVEMENT AREA AND SAFETY AREAS**

The Airport has prepared a Movement and Safety Area Driver Training Manual that is provided to all persons authorized to operate on the movement area and safety areas. In addition, to ensure all persons are familiar with the ground vehicle procedures and

**Original Date:** August 1, 2021  
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**FAA Approval Date:** \_\_\_\_\_

consequences of noncompliance, the following training program has been established at the airport:

1. New employees authorized to operate a vehicle on the movement and safety areas are required to successfully complete a pedestrian and ground vehicle training program which includes on-the-job training and classroom training covering the following subjects:
  - a. Review of the Airport's Movement and Safety Area Driver Training Manual, which includes airport pedestrian and ground vehicle procedures and consequences of noncompliance to those procedures;
  - b. Viewing training videotapes;
  - c. Airport familiarization and aircraft operations;
  - d. Radio communication procedures.

The Airport will ensure that all persons are trained on pedestrian & ground vehicle procedures prior to the initial performance of such duties and at least once every 12 CCM, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas. All employees authorized to operate on the movement areas or safety areas must attend recurrent pedestrian and ground vehicle training at least once every 12 CCM. The classroom training is conducted by the Airport Deputy Director or Airport Supervisor and the OJT portion of the training program is conducted by the Airport Supervisor. Records of classroom training are maintained by the Airport Supervisor.

#### **D. CONSEQUENCES OF NON-COMPLIANCE**

Enforcement of the pedestrian and ground vehicle regulations applicable to airport employees, tenants and contractors, shall be handled by the Airport Manager or his designee. The Airport Manager shall take appropriate enforcement action depending on the nature and severity of the offense. The following enforcement actions are available at the discretion of the Airport Manager:

1. Written reprimand or warning letter
2. Recurrent/Remedial training
3. Loss of authorization to operate a vehicle on the apron or movement area.
4. Personnel actions for County employees

#### **E. RECORDS**

1. Training  
The Airport maintains a description and date of training completed by each individual operating in movement areas, safety areas. Records are maintained

for 24 CCM after the termination of an individual's access to movement areas, safety areas.

2. Accidents/Incidents

The Airport maintains records of accidents or incidents in the movement areas and safety areas, involving air carrier aircraft and/or ground vehicles. Records of each accident or incident are maintained for 12 months from the date of the accident or incident.

## **SECTION 331 -- OBSTRUCTIONS**

### **A. GENERAL**

The Airport shall ensure that each object within the authority of the airport that has been determined by the FAA to be an obstruction is removed, marked, or lighted unless determined to be unnecessary by an FAA aeronautical study.

### **B. OBSTRUCTIONS**

Obstructions within the authority of the airport that are required to be lighted are also listed in Section 311 of this ACM. Obstruction lights are inspected daily during periodic night inspections conducted by the personnel assigned self-inspection duties. The Airport Operations personnel shall repair inoperable obstruction lights owned by the airport and notify the appropriate owner of inoperable obstruction lights owned by others. See Appendix E for obstruction locations.

### **C. CONSTRUCTION OR ALTERATION**

Before any proposed construction is carried out at the Airport, the appropriate forms will be filed by Inyo County, or the project sponsor, through the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Filing Process. For proposed construction projects not located at the Airport, but which may affect the Airport's airspace, the project sponsor will be notified that they must submit the appropriate forms to OE/AAA prior to receiving County approval of the project from the Inyo County Planning Department and/or Building and Safety Department.

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## **SECTION 333 -- PROTECTION OF NAVAIDS**

### **A. CONSTRUCTION**

No facilities shall be constructed on the airport that, when determined by the FAA, would derogate the operation of an electronic or visual NAVAID. The Airport Manager shall notify the FAA if aware of any changes in construction plans or equipment. Utility plans for airport utilities are on file in the Airport Manager's office. The location of any airport utility lines in the areas of construction shall be marked by Airport Operations personnel prior to the start of construction. Utility lines for NAVAIDS shall be marked by the contractor under the direction of the Airport Manager or local FAA Technical Operations personnel. Airport Operations staff are responsible for monitoring construction activity on the airport to prevent the interruption of visual and electronic signals of NAVAIDS.

### **B. PROTECTION AGAINST VANDALISM**

All NAVAIDS are located on airport property within the perimeter fence and are protected against vandalism and theft by the fence. NAVAIDS are inspected for signs of tampering during Daily Inspections.

### **C. INTERRUPTION OF VISUAL AND ELECTRONIC SIGNALS OF NAVAIDS**

Interruption of visual and electronic signals of NAVAIDS is prevented, insofar as it is within the Airport's authority. The County of Inyo has zoning control authority within one-half mile of the perimeter of the airport and enforces the building height and obstruction limitations imposed by zoning around the airport. If the Airport Manager becomes aware of an activity that causes an interference with the Airports NAVAIDS that cannot immediately be halted, the Manager will notify the FAA and issue a NOTAM. The interference will be removed as quickly as possible.

### **D. MARKING/LIGHTING OF AREAS ADJACENT TO NAVAIDS**

Any area adjacent to a NAVAID that could cause derogation of the signal or failure of the NAVAID, if traversed, shall be marked and, if appropriate, lighted in a manner acceptable to the Administrator. Marking, and lighting, when appropriate, of areas adjacent to NAVAIDS shall be accomplished by the contractor under the direction of the Airport Manager. The Airport Operations staff is responsible for monitoring construction activity on the airport to prevent construction equipment from traversing any areas adjacent to NAVAIDS that could cause derogation of signals.

---

## **SECTION 335 -- PUBLIC PROTECTION**

### **A. FENCING**

The airport apron areas are enclosed with six-foot chain link fence with 3-strand barb wire on top. Fencing at the airport meets TSA requirements and shall prevent inadvertent entry onto airport property by persons or vehicles. Signs restricting access are posted on all gates and at regular intervals around the perimeter. The airport has established procedures in the Airport Security Program for controlling access onto the air operations area through perimeter gates.

### **B. ACCESS CONTROL**

Access onto apron areas is limited to persons who have a need. Procedures for controlling access onto apron areas are included in the Airport Security Program, approved by the Transportation Security Administration. An airport identification system has been established in accordance with the Airport Security Plan for persons authorized on the air operations area or portions of the AOA. Procedures for authorizing temporary access on the AOA are also addressed in the Airport Security Plan.

### **C. AIRCRAFT BLAST PROTECTION**

The Airport does not have a problem from aircraft blast. If an aircraft blast problem develops in the future, procedures shall be established and blast fence installed, if needed, to provide reasonable protection of persons and property.

### **D. INSPECTION AND MAINTENANCE**

Perimeter fencing, gates, and signs are inspected during the daily safety inspection. Gates shall be closed and locked if found open and recorded on the inspection checklist. The Airport Supervisor shall follow up with the tenant that maintains control responsibility. The Airport Operations staff is responsible for maintaining fencing.

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## **SECTION 337 -- WILDLIFE HAZARD MANAGEMENT**

### **A. GENERAL**

The Airport shall take immediate measures to alleviate wildlife hazards whenever they are detected or reported.

1. Airport Safety and Maintenance personnel shall:
  - a. Watch for and report any unusual concentration of wildlife or birds that may be a hazard to aircraft operations, especially when low-flying or in the vicinity of the runways, their respective safety areas and immediate approach areas.
2. When the airport is aware of projects or activity that might create a wildlife hazard having a potentially adverse impact on aircraft operations, the airport shall make reasonable efforts to prevent such project from taking place. If said prevention efforts are unsuccessful or if the activity is of short duration, the airport shall initiate the airport condition reporting procedures and/or close the affected areas to aircraft operations.

### **B. EVENTS TRIGGERING A WILDLIFE HAZARD ASSESSMENT**

The Airport Manager will arrange for a Wildlife Hazard Assessment to be conducted when any of the following events occurs on the airport or within 10,000 feet of the airport:

1. An air carrier aircraft experiences multiple wildlife strikes;
2. An air carrier aircraft experiences substantial damage from striking wildlife;
3. An air carrier aircraft experiences an engine ingestion of wildlife;
4. Wildlife is observed to have access to any airport movement area or flight pattern, in a size or in numbers capable of causing one of the above events.

If a WHA is necessary, the Airport will maintain records documenting the qualifications of the airport wildlife biologist conducting the WHA. These records will be maintained for 2 years.

### **C. WILDLIFE HAZARD MANAGEMENT PLAN**

If the FAA determines that a Wildlife Hazard Management Plan (WHMP) is necessary at Bishop Airport, the Airport Manager will arrange for such a plan in accordance with §139.337.

### **D. WILDLIFE HAZARD MANAGEMENT PLAN TRAINING**

Reserved.

### **E. WILDLIFE HAZARD MANAGEMENT PLAN ANNUAL REVIEW**

Reserved.

**Original Date:** August 1, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

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**F. WILDLIFE HAZARD MANAGEMENT BIOLOGIST ON STAFF**

Reserved.

**Original Date:** August 1, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_



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## **SECTION 339 -- AIRPORT CONDITION REPORTING**

### **A. AIRPORT SURFACE CONDITION ASSESSMENTS**

Airport personnel conduct surface condition assessments during snow and ice conditions in accordance with the Snow and Ice Control Plan in Appendix B of the ACM. Airport personnel will document the airport conditions on either the Airport Conditions Assessment Worksheet or the printed RCAM form before entering airport conditions in the Runway Condition Assessment Matrix (RCAM) in NOTAM Manager.

### **B. PERSONNEL AUTHORIZED TO ISSUE NOTAMS/SURFACE CONDITION REPORTS**

Airport personnel in the following positions are authorized to airport condition reports into the FAA Digital NOTAM Manager website:

1. Airport Manager
2. Deputy Airport Manager
3. Airport Operations Supervisor

### **C. CONDITIONS REQUIRING A NOTAM/SURFACE CONDITION REPORT**

The following airport conditions that may affect the safe operations of air carriers shall be disseminated through the Digital NOTAM Manager system:

1. Construction or maintenance activity on movement areas, safety areas, or loading ramps and parking areas.
2. Surface irregularities on movement areas, safety areas, or loading ramps and parking areas.
3. Snow, ice, slush, or water on movement areas or loading ramps and parking areas.
4. Snow piled or drifted on or near movement areas in such a height that all air carrier aircraft propellers, engine pods, rotors, and wingtips may not clear the snowdrift or snowbanks as the aircraft's landing gear traverses any full strength portion of the movement area.
5. Objects on the movement area or safety areas contrary to 139.309.
6. Out of Service or malfunction of any required lighting system or holding position signs.
7. Non Standard condition of any surface painted holding position signs.

**Original Date:** August 1, 2021  
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**FAA Approval Date:** \_\_\_\_\_

- 
8. The following light outage conditions, as described in AC 150/5340-26, current edition, Table A-8, shall be disseminated locally to the airlines:
    - a. Less than 85% runway edge lights operable for Cat I.
    - b. Two adjacent runway lights unserviceable or outages that alter the basic pattern of the lighting system.
    - c. Two or more threshold lights unserviceable at a runway end.
    - d. Less than 85% taxiway edge lights operable.
    - e. Two adjacent taxiway lights unserviceable or outages that alter the basic pattern of the lighting system.
  
  8. Unresolved wildlife hazards in accordance with 139.337.
  
  9. Non-availability of any required rescue and firefighting capability required in 139.317 or 139.319.
  
  10. A NOTAM will be issued closing a runway whenever a NIL pilot braking action report is received, whenever a NIL braking action assessment is made by the Airport Supervisor, or when the RCAM generates a RwyCC "0". The runway will remain closed until the NIL braking condition no longer exists.
  
  11. Any other condition that may otherwise adversely affect the safe operations of air carriers.

**D. NOTAM/AIRPORT CONDITION REPORTING RECORDS**

The FAA Digital NOTAM Manager website is used to issue NOTAMS. The Digital NOTAM Manager website is set to issue emails to the airlines and tenants whenever a NOTAM is issued.

Records of NOTAMS issued in the Digital NOTAM Manager System are available in the system for 13 months.

**Original Date:** August 1, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

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## SECTION 341 -- IDENTIFYING, MARKING, & LIGHTING CONSTRUCTION & UNSERVICEABLE AREAS

### A. MARKING/LIGHTING OF CONSTRUCTION AREAS

Each construction area and unserviceable area on or adjacent to a movement area that may be used by air carrier aircraft shall be marked and, if appropriate, lighted in a manner acceptable to the Administrator. Plans and specifications involving marking/lighting of construction areas and unserviceable areas shall be submitted to FAA for approval for AIP-funded projects. Advisory Circular 150/5370-2, current edition, and the findings of the FAA aeronautical study, shall be used as guidance for marking, and lighting where appropriate, construction areas and temporary unserviceable areas. Permanent unserviceable or closed areas shall be marked in accordance with marking standards in AC 150/5340-1, current edition, *Standards for Airport Markings*.

### B. MARKING/LIGHTING OF CONSTRUCTION EQUIPMENT

Construction equipment and each construction roadway that may affect the safe movement of aircraft on the airport shall be marked and, if appropriate, lighted in a manner acceptable to the Administrator. Plans and specifications involving marking and lighting of construction equipment and construction roadways shall be submitted to the FAA for approval on AIP funded projects. Advisory Circular 150/5370-2, current edition, and the findings of the FAA aeronautical study, shall be used as guidance for marking, lighting where appropriate, construction equipment and roadways.

### C. PROCEDURES FOR AVOIDING DAMAGE TO UTILITIES

Utility plans for airport utilities are on file in the Airport Operations Supervisor's office. The location of any airport utility lines in the areas of construction shall be marked by the Airport Operations staff prior to the start of construction. The Airport Operations staff is responsible for monitoring construction activity on the airport to prevent the interruption of utilities.

Original Date: August 1, 2021  
Revision Date: \_\_\_\_\_

FAA Approval Date: \_\_\_\_\_

## **SECTION 343 – NON-COMPLYING CONDITIONS**

### **A. PROCEDURES FOR NON-COMPLYING CONDITIONS DISCOVERED BY OPERATIONS STAFF**

Airport Operations shall inform the Airport Manager thru the Airport Supervisor of any condition, which he/she feels, warrants closing of all or a portion of the airport to air carrier traffic. The Airport Manager shall decide the severity of the condition and necessity for closing and shall take appropriate actions and notify the FAA and air carriers accordingly.

### **B. PROCEDURES FOR NON-COMPLYING CONDITIONS DISCOVERED BY AIRPORT MANAGER**

Should, in the Airport Manager's opinion, any areas of the airport be deemed unsafe for air carrier operations, it shall be so marked by Airport Operations. The air carriers will be so notified by the Airport Manager or his/her Airport Supervisor. A NOTAM will be issued in accordance with 139.339.

**Original Date:** August 1, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

**. APPENDIX A – AIRPORT MARKING AND SIGN PLAN**

**Original Date:** August 1, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

## **APPENDIX B -- SNOW AND ICE CONTROL PLAN**

See the Bishop Airport Snow and Ice Control Plan – a separate document

**Original Date:** August 1, 2021  
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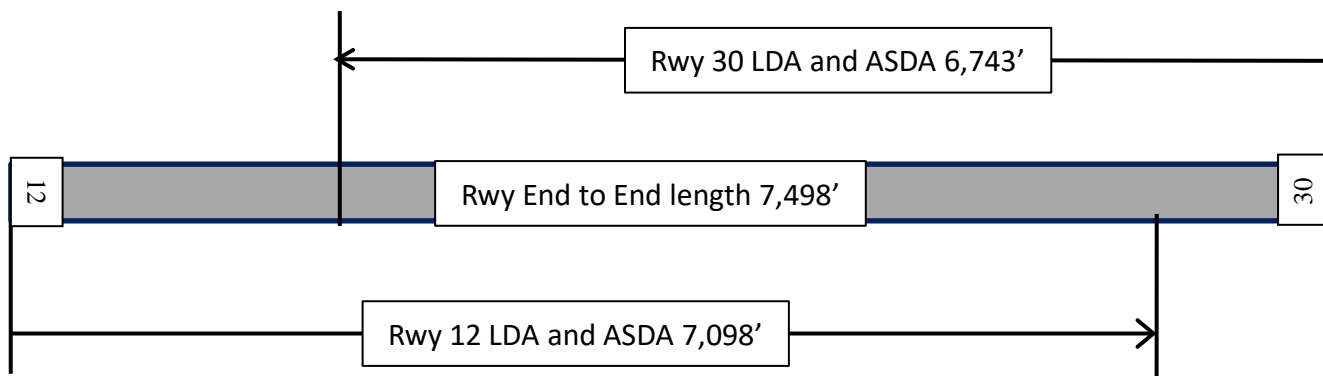
## **APPENDIX C – AIRPORT EMERGENCY PLAN**

See the Bishop Airport Emergency Plan – a separate document

**Original Date:** August 1, 2021  
**Revision Date:** \_\_\_\_\_

**FAA Approval Date:** \_\_\_\_\_

**APPENDIX D – RUNWAY 12-30 DECLARED DISTANCE GRAPHICAL DEPICTION**



○	<u>Runway 12</u>	<u>TORA</u>	<u>TODA</u>	<u>ASDA</u>	<u>LDA</u>
	7498	7498	7498	7098	7098
○	<u>Runway 30</u>	<u>TORA</u>	<u>TODA</u>	<u>ASDA</u>	<u>LDA</u>
	7498	7498	7498	6743	6743

TORA: Takeoff Run Available  
 TODA: Takeoff Distance Available  
 ASDA: Accelerated Stop Distance Available  
 LDA: Landing Distance Available

Original Date: August 1, 2021  
 Revision Date: \_\_\_\_\_

FAA Approval Date: \_\_\_\_\_



# AIRPORT EMERGENCY PLAN

# BISHOP AIRPORT

SEPTEMBER 2021

**[Board Order approving the AEP will be inserted here]**

**SIGNATURE PAGE**

I attest that I am authorized by my organization to sign this document, and that my organization has coordinated in the development of this Airport Emergency Plan and will remain committed to the Plan's effective implementation.

**Inyo County Public Works**

\_\_\_\_\_  
Michael Errante, Director

\_\_\_\_\_  
Date

**Bishop Fire Department**

\_\_\_\_\_  
Joe Dell, Fire Chief

\_\_\_\_\_  
Date

**Inyo County Sheriff's Department**

\_\_\_\_\_  
Jeff Hollowell, Sheriff

\_\_\_\_\_  
Date

**Bishop Police Department**

\_\_\_\_\_  
Richard Standridge, Police Chief

\_\_\_\_\_  
Date

**Inyo County Office of Emergency Services**

\_\_\_\_\_  
Kelley Williams, Emergency Services Manager

\_\_\_\_\_  
Date

**RECORD OF DISTRIBUTION**

<b>Date of Transmittal</b>	<b>Date Receipt Confirmed</b>	<b># Copies</b>	<b>Individual and Organization</b>

**RECORD OF CHANGES**

Date	Section	Page	Change

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## 1.0 BASIC PLAN

### 1.1 PURPOSE

TITLE 14 Code of Federal Regulations, Part 139 requires airports that receive air carrier service to develop and maintain an Airport Emergency Plan (AEP) in accordance with §139.325. This plan is designed to minimize the possibility and extent of personal injury and property damage on the airport in an emergency.

Bishop Airport is located in Inyo County, California and is owned and managed by the County, under the direction of the Department of Public Works. The airport has been certificated by the Federal Aviation Administration as a class 1 airport with an Index B firefighting requirement. (See §139.315, §139.317, and §139.319).

The Bishop Fire Department provides firefighting support to the airport and the surrounding community. In case of an emergency, it provides incident command and is responsible for assisting airport personnel in managing the emergency.

The AEP contains instructions for response to the following emergencies:

1. Aircraft accidents and incidents
2. Bomb incidents
3. Structural fires
4. Fires at fuel farms and fuel storage areas
5. Natural disasters
6. Hazardous materials, dangerous goods
7. Sabotage, hijack incidents, and other unlawful interference with operations
8. Failure of power for movement area lighting
9. Water rescue situations

Since Bishop Airport is located in a relatively rural area and will have limited air carrier service, much of the planning for emergencies will reside with Inyo County. Presently, it is anticipated that Bishop will receive air carrier service with the CRJ 700 aircraft with approximately 70 passengers. For purposes of Part 139, the Airport will be designated as an Index B.

Police and fire protection in Inyo County are provided by several different organizations:

- Bishop Police Department – jurisdiction primarily within the City limits;
- Inyo County Sheriff’s Department – jurisdiction within Inyo County;
- California Highway Patrol – jurisdiction over state roads and facilities;



- Bishop Fire Department – jurisdiction for fire in the City of Bishop and surrounding communities in Inyo County. Volunteer organization.
- Symons Ambulance Service – provides emergency medical services in county and cities/towns.

## 1.2 AUTHORITIES AND REFERENCES

The Bishop Airport, operated by Inyo County Department of Public Works, in carrying out its responsibility for providing airport facilities for the community and for administering these facilities, is required to give consideration to operational procedures to cope with various emergency conditions. This Airport Emergency Plan has been approved in accord with 14 CFR 139.325. The Airport is owned and operated by Inyo County. The Airport Manager and Deputy Airport Manager are responsible for the day to day operation and maintenance of the Airport.

The airport's standing as an emergency response agency rests entirely on the basis of regulatory compliance with FAR Part 139. As a matter of practice, all other area emergency response agencies accept that standing and interact with the airport accordingly. The Inyo County Emergency Operation Plan is referenced and utilized when appropriate.

Inyo County adopts resolutions and ordinances not included in this AEP. These resolutions and ordinances are incorporated in each agency's standard operating procedures, where applicable, and are followed while performing their duties.

Other emergency response agencies having jurisdiction over the Airport include the Inyo County Sheriff's Department (ICSD), which is the primary law enforcement agency for unincorporated areas within Inyo County; and the Bishop Fire Department (BFD), which provides fire protection and other emergency services within the City of Bishop and the Bishop Rural Fire Protection District – including the Airport. The Bishop Police Department (BPD) and the California Highway Patrol provide law enforcement mutual aid to the ICSD under a statewide mutual aid agreement.

References used to prepare this document are listed below:

14 CFR	Title
139.315	Aircraft Rescue and Firefighting: Index Determination
139.317	Aircraft Rescue and Firefighting: Equipment Requirements
139.325	Airport Emergency Plan

Related FAA Advisory Circulars (AC) references (refer to current version) are listed below:

FAA AC	Title
150/5200-12	First Responder's Responsibility in Protecting Evidence at the scene of an Aircraft Accident/Incident
150/5200-31	Airport Emergency Plan

150/5210-6	Aircraft Fire Extinguishing Agents
150/5210-7	Aircraft Rescue and Fire Fighting Communications
150/5210-13	Airport Water Rescue Plans and Equipment
150/5210-14	Airport Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15	Aircraft Rescue and Firefighting Station Building Design
150/5210-17	Programs for Training of Aircraft Rescue and Firefighting Personnel
150/5210-22	Airport Certification Manual

### 1.3 SITUATION AND ASSUMPTIONS INCLUDED IN THE AEP

The following situation and assumptions are to be considered for this document:

#### A. Scheduled Large Air Carrier Operations

For scheduled air carrier operations for aircraft with greater than 30 seats, the Bishop Airport will have on station at least one FAA Qualified Bishop Airport ARFF (BAA) personnel at KBIH. The BAA will monitor the Common Traffic Advisory Frequency (CTAF) on 123.0 MHz, fifteen minutes prior to all scheduled air carrier arrivals (landing) and 15 minutes after the air carrier's actual departure (take-off) time. All air carriers operating at the Airport will be advised of the emergency notification procedure in advance of operations at the airport.

When BAA becomes aware of an emergency (or potential emergency) they shall notify the Airport Supervisor or her/his alternate on the Emergency line (760) 937-4017 or using the Airport Operations frequency in the airport fire truck. For non-emergency communication use (760) 872-2971 or (760) 878-0200.

The largest capacity aircraft to typically use KBIH on an annual basis contains 70 seats or less.

#### B. General Aviation

To the extent possible, KBIH Airport personnel will monitor arrivals and departures on the CTAF 123.0 MHz frequency. When Airport Operations staff becomes aware of an emergency (or potential emergency) they shall notify the Deputy Airport Manager at (760) 878-0200 or Dispatch at 911.

#### C. Emergency Response Characteristics

Characteristics of the emergency response are described throughout this plan. KBIH has no on-site police or Advanced Life Support (ALS) medical staff. Fire response is primarily provided by BAA with back up resources provided by the Bishop Fire Department, with additional municipalities able to provide assistance, if necessary. Law Enforcement is provided by the Inyo County Sheriff Department, with backup from the Bishop Police Department as required.

Medical services are provided by Symons Ambulance Service for treatment and emergency medical transportation.

## 1.4 OPERATIONS

In the event of an aircraft accident, emergency or potential emergency, on or within a 3-mile radius of KBIH Airport, Airport Operations will notify the Airport Manager and the Inyo County Sheriff's Department (ICSD) shall be notified by calling Dispatch at 760-878-0383 or 911. The ICSD will alert BPD, CHP, BFD, SAS and other response agencies as needed, when requested by any of the following:

- National Transportation Safety Board (NTSB)
- Federal Aviation Administration (FAA),
- Pilot of the aircraft,
- BAA or Airport Management,
- Airline, or
- Other

### D. Bishop Airport ARFF (BAA)

**Bishop Airport ARFF (BAA) has the primary responsibility (14 CFR Part 139) for Aircraft Rescue and Fire Fighting (ARFF) services at the KBIH Airport.** BAA shall assume Incident Command (IC) status immediately upon notification upon arrival at the on-airport incident site and, in conjunction with the BIH Airport Manager will transfer IC status to the BIH Airport Manager who shall implement the Unified Command Structure working together to handle the emergency situation.

All BAA personnel are trained annually in accordance with the Airport Certification Manual (ACM), including but not limited to:

- Ground Vehicle Operations
- Airfield Familiarity
- Aircraft Familiarity
- Rescue and firefighting personnel safety
- Emergency communications
- Use of fire hoses, nozzles and turrets
- Extinguishing Agents
- Emergency evacuation assistance
- Firefighting operations

- Adapting structural rescue and firefighting equipment for ARFF
- Aircraft cargo and other hazardous materials
- Familiarization with firefighters duties under this AEP

Additionally, all BAA are trained every 12 consecutive calendar months (CCM) in a 14 CFR Part 139 approved “Live Fire Burns”. At least one individual with basic emergency medical training compliant with 14 CFR Part 139.319(i)(4) will be available during air carrier operations.

#### E. Bishop Fire Department (BFD)

The airport is located in near the City of Bishop and is supported by the Bishop Fire Department (BFD). **The BFD has the primary responsibility for structural fires and incidents on the landside of the KBIH Airport.** An Airport Grid Map Diagram is in every BFD vehicle (See Attachment A).

#### F. Northern Inyo Hospital (NIH)

The Northern Inyo Hospital (NIH) is the KBIH Airport’s primary medical facility. It is located on the City of Bishop at 150 Pioneer Lane, approximately 2.8 miles from the airport. The NIH is a critical access hospital with 25 beds. The NIH can be reached at (760) 873-5811.

#### G. Symons Ambulance Service (SAS)

SAS provides emergency medical aid within the greater Bishop area, which includes the Bishop Airport. The facility is located at 214 W. Line Street in Bishop less than 1 mile from the Northern Inyo Hospital (NIH). The SAS employs trained EMT’s with a fleet of fully equipped ambulances. SAS would provide transportation service from a crash site to NIH, with the availability of additional units as needed. The contact number for the SAS is 909-880-8818.

#### H. Other

Furthermore, several other area agencies are available and may respond to aircraft and non-aircraft emergencies. These agencies include but are not limited to:

- Bishop Police Department (BPD) – jurisdiction primarily within the City limits;
- Inyo County Sheriff’s Department (ICSD) – jurisdiction within Inyo County;
- California Highway Patrol (CHP) – jurisdiction over state roads and facilities;

- American Red Cross
- Civil Air Patrol (CAP)

The National Incident Management System (NIMS) and Incident Command System (ICS) shall be used. The National Incident Management System (NIMS) is the national standard for incident management by establishing common organizational structure, processes and terminology. The ICS is a key component of NIMS. ICS provides a standardized system that enables personnel, departments, and organizations to work together in seamless and coordinated fashion in responding to an incident.

The emergency incident response plan structure at the Airport is designed to follow day to day responsibilities and will expand and modify as the situation dictates.

Emergency response will commence with notification and dispatch of the ICSD and establishment of Incident Command (IC) on all incidents.

The agency or department with primary jurisdictional responsibility for the strategic goal at hand will be the IC. If multiple jurisdictional responsibilities are present, or become present in the course of the emergency, the IC will establish a unified command.

The IC will activate the Airport Emergency Operations Center (EOC) as required by the scope of the emergency. The EOC will be in the lobby and pilots lounge of the general aviation terminal, at 703 Airport Rd. This location provides a centralized fixed location with reasonable access to the officials that will use it.

Each department and /or agency is to maintain its own command structure, personnel accountability, and communications system (such as radios and frequencies) within its organizational structure.

Reporting relationships and information flow follows two basic ICS principles:

(1) There is complete freedom and encouragement to broadcast and exchange information with the emergency ICS Structure and

(2) Orders, directives, resources request, and status changes must first follow the chain of command.

## 1.5 ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

The individual and agencies in the command staff listed below have responsibilities relative to Command and Control. See each hazard section for lines of responsibility and command structures.

### **Incident Command and Staff**

In the event that emergency situations occur, the Airport Manager, and other Airport employees are designated as members of the Incident Control Staff as indicated below:

- Incident Commander (IC) - Airport Manager, Deputy Manager or designee when on the scene
- Airport Operations Supervisor
- Bishop Fire Department Chief
- Bishop Fire Department personnel, as assigned by the Fire Chief

The following outlines what each organization or function on the airfield might be expected to perform in the case of an emergency.

### **A. Air Carrier(s)/Aircraft operator(s)**

- (1) Provide full details of aircraft related information, as appropriate, to include number of persons, fuel, and dangerous goods on board.
- (2) Coordinate, with the IC, transportation, accommodations, and other arrangements for uninjured passengers.
- (3) Coordinate with the IC the use of their personnel and other supplies/equipment for all types of emergencies occurring at the Airport.
- (4) Prepare a public relations/media response for the general public for company statements.
- (5) Perform duties in accordance with the air carrier's Aviation Disaster Family Assistance Act (ADFAA) plan.

### **B. Airport Management/IC**

- (1) The Airport Manager, or designated representative, shall act as Airport Incident Commander and will exercise complete control during emergency or disaster conditions, and shall assure full implementation of these procedures during any emergency or disaster condition.
- (2) Assume responsibility for overall response and recovery operations, as appropriate.
- (3) Establish, promulgate, coordinate, maintain, and implement the AEP, to include assignment of responsibilities.
- (4) Coordinate the closing of the Airport when necessary and initiate the dissemination of relevant safety-related information to the aviation users (NOTAMs).
- (5) Implement procedures for non-aircraft emergencies will be the responsibility of the Airport Manager or their designee.

### **C. ARFF**

- (1) Proceed to the site of the emergency/crash with all necessary and available emergency response vehicles in order to manage and direct firefighting and rescue operations.

- (2) Establish/maintain radio contact with other emergency responders
- (3) In charge of rescue operations and initiation of actions to save lives and protect property.
- (4) Preserve wreckage and safeguard flight data/voice recorders until the NTSB arrives to take control of the accident site.

#### **D. Emergency Medical Services – Symons Ambulance Service**

- (1) Provide onsite primary service to injured individuals, administer casualty identification, and transport to designated treatment areas.
- (2) Transfer patient to area hospitals.
- (3) Provide emergency medical services during emergency conditions to include triage, stabilization, first aid, and other immediately necessary medical care.
- (4) Coordinate planning, responses, and recovery efforts with hospitals in closest proximity or with capability.

#### **E. Sheriff and Police Department**

- (1) Take appropriate actions to assist the movement of emergency vehicles to/from the emergency/crash site.
- (2) Provide security for the crash site, temporary morgue, and the AOA.
- (3) Provide traffic and crowd control.
- (4) Gather data as well as photos of the crash/emergency site and the surroundings activities.
- (5) Manage law enforcement resource and direct law enforcement operations.

#### **F. Airport Tenants**

- (1) Coordinate the use of their available equipment and supplies.
- (2) Act as a liaison between each respective company and airport management.
- (3) Coordinate the use of their manpower that may have knowledge of the airport, aircraft, and other technical knowledge.

#### **G. National Transportation Safety Board (NTSB)**

- (1) Conduct and control all accident investigations involving civil aircraft, or civil and military aircraft, within the United States, its territories and possessions.

#### **H. Federal Aviation Administration (FAA)**

- (1) Certify and monitor the practices and procedures of the aviation industry. Provide investigation services, when deemed necessary by the National Transportation Safety Board (NTSB).

## **I. Medical Examiner**

- (1) Responsible for taking charge and care of fatalities.
- (2) Assemble mortalities in a temporary morgue until a more suitable location is found.
- (3) Begin to attempt making identification of fatalities.
- (4) Provide approval to release bodies of deceased.

## **J. Hazardous Materials Response Contractor**

- (1) Provide response and recovery support for hazardous material emergencies as defined by statute.

## **K. National Weather Service**

- (1) Provide weather related technical support information in support of emergency response and recovery operations.
- (2) Assist with alert and warning processes, particularly with weather related emergencies.

## **L. Public Information Officer/Media**

- (1) Gather, coordinate and release factual information.

## **M. Animal Care and Control Agency**

- (1) Take responsibility of animals involved in emergency.

## **N. Other Agencies**

All individuals/organizations which may be involved in a response are not listed above. In general, organizations should coordinate all assistance through the IC or representative and:

- (1) Maintain current internal personnel notification rosters and SOPs to perform assigned tasks.
- (2) Analyze need and determine specific communications resource requirements.
- (3) Identify potential sources of additional equipment and supplies.
- (4) Provide for continuity of operations by taking action to:
  - a) Ensure lines of succession for key management positions are established to ensure continuous leadership and authority for emergency actions and decisions in emergency conditions.
  - b) Protect records, facilities, and organizational equipment deemed essential for sustaining operational capabilities and conducting emergency operations.
  - c) Protect emergency response staff:
    - 1) Provide appropriate protective clothing and respiratory devices



- 2) Ensure adequate training in equipment and procedures.
- 3) Provide security
- 4) Rotate staff or schedule time off to prevent burnout.
- 5) Make stress counseling available.
- 6) Ensure the functioning of communication and other essential equipment

## 1.6 PRINCIPAL PLAN PARTICIPANTS

The principal participants in dealing with emergency responses on Bishop Airport include:

- Bishop Airport Operations and Inyo County Department of Public Works
- Bishop Airport ARFF
- Bishop Fire Department
- Inyo County Sheriff's Department
- Bishop Police Department
- Inyo County Office of Emergency Services
- Symons Ambulance Service

## 1.7 AEP DEVELOPMENT AND MAINTENANCE SCHEDULE

This plan was developed in compliance with 14 CFR Part 139.325 and the recommendations set forth by AC 150/5200-31, as administered by the FAA. The Airport Manager is responsible for the maintenance of the AEP. Personnel should periodically review AEP policies, procedures, and related information. Training that covers changes to this AEP will be provided to ensure all personnel stay familiar with current information.

ARFF service is provided by the Bishop Airport Operations with police services provided by the ICSD. If an event exceeds the capability of the County, the county will exercise mutual aid agreements maintained with outside agencies, such as the BPD and the State of California.

### AEP Maintenance Schedule

- Triennial  
A full-scale emergency plan exercise shall be conducted at least once every 36 Consecutive Calendar Months (CCM).
- Annually  
A table-top exercise involving all plan participants shall be conducted every 12 CCM. Initial response telephone numbers contained in the AEP will be reviewed for accuracy by calling the organization/individual tasked and making the calls in an emergency. Additional resources phone numbers will be reviewed every 12 CCM.

- Monthly  
Radio Frequencies used in support of the AEP are tested at least monthly.
- Emergency Resources are inspected routinely. The frequency of inspection may vary depending on the type of equipment and supplies.
- Off-Airport activity is reviewed on an on-going basis. The Airport strives to maintain an open dialogue with Off-Airport agencies (such as utilities) to learn of activities that may affect the Airport's emergency response efforts.
- The Airport Manager is responsible for training appropriate personnel on airport familiarization, including training provided to reduce potential for a vehicle/pedestrian deviation and runway incursion.
- The Airport Manager will disseminate the AEP to all tenants, agencies, and other parties that may be involved in at Airport emergency.
- Mutual aid agreements and memorandums of understanding are reviewed periodically.
- The AEP is subject to annual revisions.

## 1.8 ADMINISTRATION AND LOGISTICS

### Availability of Services and Support

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

The availability of services and support for emergencies can vary in time, as indicated in Section 1.5, the organization and assignment of responsibilities under ICS structure, and AEP hazard sections. It is up to each individual department and involved agency to appropriately train, monitor and manage their employees in accordance with agency SOP's as well as any and all state or federal regulations that pertain to the function or service they provide to include maintain, monitoring, recording, and reporting of all resources during the emergency operations. If the scope of the emergency necessitates an expanded incident command structure, the Planning and Logistics sections of each individual department will facilitate major services and support resources tracking and provision.

### Staffing

Airport personnel may have numerous primary or support responsibilities during an emergency. In cooperation with the Incident Commander (IC), the Airport Manager or

designee may direct assignment of Airport personnel to specific duties to support implementation of the AEP, as well as contract for additional staffing.

General Policies for Managing Resources, Record Keeping, Reporting, and Tracking Resources:

The IC or designee shall be responsible for record keeping, reporting, and tracking resources during an emergency.

The Director of Public Works will have administrative control over day to day operations of ARFF services at the airport.

Inyo County's general policies on financial record keeping, information processing and resource tracking will be used to identify costs and expenses during an emergency. Accounts payable are maintained and processed by the Public Works Department.

Support for emergency operations is available from on and off airport agencies and business. Lists of available resources are listed in Attachment E.

Each tenant at the airport will supply the Public Works Director with names and phone numbers of persons in their organization who can be reached when their businesses are closed. Tenants shall inform their employees that they may be called upon to assist in an emergency under the direction of the incident commander or Airport EOC.

## 2.0 FUNCTIONAL ANNEXES

### 2.1 COMMAND AND CONTROL

#### 2.1.1 Purpose

Command and Control is the most critical element of the emergency management function. Effective central control is essential to manage and incident, provide for up/down communications, lateral functional support, and the central control for resources. The Incident Commander (IC) is responsible for all direction and control during the emergency. These duties can be delegated to other individuals or agencies as required or deemed appropriate by the IC. The Command and Control Section provides an overview of the mechanisms to direct and control emergency response and recovery activities. More detailed responsibilities are listed within each hazard section.

#### 2.1.2 Situation and Assumptions

Only properly identified and authorized representatives of the following agencies will be escorted to the scene of an emergency on the airfield when required, or when they exercise jurisdiction over a particular function in the emergency. Access to the emergency scene will be contingent upon authorization of the Incident Commander (IC) and/or the Airport Manager or their designee, so that emergency operations are not hampered. In the event of an on-airfield accident, the responders must have either 1) gone through the airfield's driver training program, 2) have an escort who is properly trained in airport driving procedures, or 3) they must have confirmation that a NOTAM has been issued closing the airport before entering the movement area. The following organizations may be authorized to respond to an on-airfield accident site or enter the Incident Command Post (ICP) unless otherwise specified by the Airport Manager or their designee:

- KBIH Airport Management Staff
- KBIH Operations Staff
- Bishop Airport ARFF
- Inyo County Sheriff's Department
- Bishop Police Department
- Bishop Fire Department
- California Highway Patrol
- Airline Representatives

- Aircraft Owner/Operator
- NTSB and/or FAA
- FBI and/or TSA
- Symons Ambulance Service
- Red Cross
- Other medical teams
- Medical Examiner or designee
- Other Police, Fire, and Rescue Squads

The Airport is subject to hazards that would require the immediate mobilization of emergency response equipment and personnel including clear command and control responsibilities. It is assumed the IC and the ICSD/BPD and Bishop Fire Department will survive the disaster/emergency and remain fully operational. Resources at Bishop Airport are limited, which will mostly require use of Off-Airport resources to supplement the Airport's ability to respond to emergencies. See each Hazard Section for additional situational information and assumptions.

### 2.1.3 Operations

The emergency response command structure will follow the Incident Command System (ICS) (Section 1.5). Emergency response will commence with dispatch of fire and police and notification/establishment of the Incident Command (IC) on all incidents. Communication and authority among agencies including specific command staff responsibilities are described in their respective functional or hazard sections. The IC will settle jurisdictional issues when they arise. Personnel will be identified through their uniforms and functional badges.

#### A. Airfield Escort

All non-airport vehicles and personnel without appropriate Movement Area Driver ID must be escorted to and from the emergency scene on the airfield by KBIH Ops/Maintenance or law enforcement vehicles. The exception being a response to a crash that has occurred during hours when the airport is unattended and one of the conditions in Section 2.1.2 has been met.

#### B. Airfield Inspections

Any airfield surfaces closed due to an emergency shall remain closed until reopened by the Airport Manager or a qualified Airport (14CFR Part 139) inspector, following a safety inspection. The Airport Manager or her/his delegate will notify the Flight Service Station (FSS) of surface reopening and, if necessary, surface condition. The Airport Manager or her/his delegate will, if necessary, issue appropriate NOTAMs indicating specific conditions.

### C. Off Airport Accidents

Upon receipt of information that an aircraft accident, unobserved by airport personnel, has occurred off-airport (greater than 3 miles from KBIH), Inyo County Sheriff personnel will, when practicable:

- (1) Notify the appropriate emergency response agency
- (2) Ascertain the location and direction to the accident
- (3) Ascertain the name, address, telephone number of the informant and what was actually seen or heard (smoke/fire/noise etc.).
- (4) Request the caller to remain at a designated location and, when necessary, guide the response convoy to the scene.
- (5) Notify the Airport Manager, who will then initiate the proper notification list and take actions as needed

#### 2.1.4 Authorized Personnel at the Accident Scene

See Section 2.1.2 for Authorized Personnel at the Accident Scene.

#### 2.1.5 Organization and Assignment of Responsibilities

Before entering the scene of an emergency, all rescue agencies will be accounted for, through a system established by the IC. The structure of the IC will be determined by the nature of the emergency. Unified Command may be implemented – Bishop Airport Management would share IC duties with an ICSD or BFD representative, as appropriate. The emergency response agency sharing IC duties may change during the course of an emergency.

#### 2.1.6 Administration and Logistics

See Section 1.8 for Administrations and Logistics.

#### 2.1.7 Plan Development and Maintenance Schedule

See Section 1.7 for Plan Development and Maintenance Schedule.

#### 2.1.8 Authorities and References

See Section 1.2 for Authorities and References.

## 2.2 COMMUNICATIONS

### 2.2.1 Purpose

The Communications Section provides information on how the Airport will establish, maintain, and use communication devices to reliably and efficiently transfer, delineate, and disseminate information from one point to another during emergency response operations.

### 2.2.2 Situation and Assumptions

- The Inyo County Sheriff is the main emergency notification system supporting the AEP. It is activated via the Inyo County Sheriff telephone line 760-878-0383 or the 911 system.
- The airport staff uses either a regular land-line telephone or a cell phone. In the event of a telephone system failure, the Bishop Fire Department shall be informed and will use emergency services radio frequencies to support the AEP. If the system failure is such that the AEP cannot be activated to the extent needed to comply with the requirements of 14 CFR Part 139 then the Inyo County Sheriffs shall inform the Airport Manager and the Airport shall NOTAM the Airport closed to air carrier operations until repaired.
- The Airport has an aviation radio to monitor and talk over the Common Traffic Advisory Frequency (CTAF); 123.0 MHz.
- Maintenance of all communication equipment is the responsibility of each agency.
- Large Scale emergency communications requirement is beyond normal capacities of equipment at a typical Airport. Additional equipment may be available with supporting agencies.
- Communication support from local emergency response agency may not be available.
- Specific response organizations will maintain control of their own communications systems while coordinating with IC or EOC during response and recovery operations.
- Local organizations may be available for support in communications, but are not included in emergency plans.

### 2.2.3 Operations

The Airport maintains several multi-frequency radios with appropriate Inyo County frequencies. All mutual aid companies have interoperable equipment.

Communications at an aircraft incident/accident site can be very complex. Multiple jurisdictions, multiple agencies, inclement weather and terrain conditions, etc. all contribute to the difficulty. BIH, ICSD, BFD all utilize compatible VHF radio systems.

Because of the high volume of communications traffic, it is essential that radio procedures/protocols be followed. Radio and telephone communications should be limited to those which are absolutely essential; they should be concise and to the point.

Air carriers utilize the common advisory traffic frequency (CTAF/UNICOM) 123.0 when in the airspace of the KBIH airport. Air carriers communicate with Oakland Center on 125.75 for air traffic control. Airport Operations and ARFF monitor and communicate as necessary with air traffic on CTAF/UNICOM.

ARFF, BFD, and any other responding fire departments and EMS will use a dedicated VHF frequencies assigned for all airport related emergencies. Dispatch can also communicate with ARFF and BFD on a VHF frequency using their call sign: Dispatch.

Airport staff uses a VHF frequency to communicate with each other. Airport staff uses a Unicom frequency to communicate with aircraft using Bishop Airport. The Airport Operations and Management staff is responsible for monitoring the Unicom radio frequency during an emergency and providing advisory information to aircraft operating to and from the airport. All non-ARFF/EMS responding units will use the VHF Command Channel to communicate with the IC. BFD has a Command and communications vehicle that, when relocated to the airport, can be used as the command post or communications center.

#### 2.2.4 Organization and Assignment of Responsibilities

##### **Airport Manager**

- (1.) Designate a Communications Coordinator to report to the EOC when required.
- (2.) Ensure adequate and appropriate communications systems are in place.

##### **Public Information Officer**

- (1.) Manage the communications section in the EOC and supervises all personnel assigned to it.
- (2.) Supports media center communications, as needed.
- (3.) Ensures communications section in the EOC has the capability to sustain operations around the clock.
- (4.) Maintains a chronological event log.
- (5.) Establishes a secondary communications center.

##### **Tasked Organizations**

- (1.) Maintain existing equipment and follow established procedures for communicating with their organization personnel performing field operations.
- (2.) Keep the EOC informed of their respective operations at all times.
- (3.) Ensure redundant and interoperable communications capability. Clear, repair, and perform maintenance on all equipment before returning to normal operations or storage.



### 2.2.5 Administration and Logistics

Administrative functions including record keeping/report preparation, maintenance, accounting, and reimbursement procedures will be provided by the Airport Finance Department.

### 2.2.6 Plan Development and Maintenance Schedule

As stated in Section 1.7 Plan Development and Maintenance Schedule

### 2.2.7 Authorities and References

See Authorities and Reference in Sections 1.2.

## 2.3 ALERT NOTIFICATIONS AND WARNINGS

### 2.3.1 Purpose

This function addresses the processes used to notify and warn emergency response agencies, airport employees and tenants, and the general public of potential or actual emergency situations. This alert and warning process is essential for it ensures the timely notification to emergency organizations and the response of emergency forces as well as ensuring that the public has adequate time to take appropriate protective actions to avoid death, injury, and/or damage to property.

### 2.3.2 Situations and Assumptions

- KBIH is attended from 0800-1700 Local Time and it is assumed that the CTAF is monitored by Airport Management and Airport staff during these hours.
- Airport Management and Operations staff have been trained in accordance with this AEP as to the alert and notification procedures prescribed herein.

### 2.3.3 Operations

Key and essential personnel and organizations to be notified of the various emergencies are described in the Quick Reference Guide (Attachment C) and specific hazard sections. The Incident Commander (IC) is responsible for making arrangements for effective communication by using portable radios systems, public address systems, emergency vehicles, or other means available. Coordination with off-airport jurisdictions will occur as specified during annual AEP drills and as outlined within each specific function and hazard sections as well as in the ICS. If a hazardous materials situation is discovered, procedures and notifications are described in that hazard section. There are no established procedures to warn people at high noise areas or people with special needs/non-English speakers. These situations will be dealt with by the IC as they develop.

The following methods can be used as an alert and warning system; these methods may be used separately, or in combination to alert and warn the public of an emergency:

- Mobile law enforcement and fire department public address systems
- Door to door contact

#### **General Guidelines**

- Upon detection or notification of an emergency condition, the incident commander or the command staff of the department /agency with authority for response shall determine the need for immediate local or regional alert and warning, devise the message and means of delivery, and direct its implementation.
- A log of warnings issued during the incident shall be maintained by the Airport Manager's office.

#### 2.3.4 Organization and Assignment of Responsibilities

The IC is responsible through the ICS to initiate the Notification Procedures and for approving public notifications as times allows. Notifications and exchange of information should follow the command structure listed in Section 1.4.

Organizations which receive alert signals are responsible for their own internal notification procedures. These organizations are to follow their own SOPs, which are not dictated by the Airport.

Tenants and passengers are alerted and warned of aircraft/airport emergencies and provided with relevant information by the Airport Manager or Airport staff during hours of operations. For emergencies occurring outside of the normal operations as described below, the Incident Commander will provide alerts and warnings for aircraft/airport emergencies. For emergencies not related to aviation or the airport, the normal ICSD and BFD protocols will be followed for alerts and warnings.

Emergency response forces will be alerted as follows in the event of an aircraft accident:

**Alert 1** – Aircraft that is known or suspected to have an operational defect that should not normally cause seriously difficulty in achieving a safe landing. This is only a notification and no response is required.

Responders: BAA is on standby, BFD is notified.

**Alert 2** – Aircraft that is known or is suspected to have an operational defect that affects normal flight operations to the extent that there is danger of an accident.

Responders: BAA mobilizes to the appropriate staging area and BFD is alerted and on standby until the Alert Level is cleared.

**Alert 3** – Aircraft incident or accident (crash, fire, left taxiway or runway, etc.) has occurred on or in the vicinity (as noted in Section 1.3) of the Airport.

Responders: All designated response units proceed to the emergency location in accordance with the established plans and procedures.

There are two (2) unique situations at the Airport that discuss how emergency plans and procedures will be activated.

**Attended (During Normal Business Hours)**

During the event of an Airport emergency during normal business hours (attended), the Airport Manager or Airport Operations Staff/BAA will call ICSD Dispatch at 760-878-0383 or dial 911, report the relevant information noted below in this section, and instruct the ICSD in assigning an Alert Level (see above) based on the available information. The ICSD will alarm and notify the responders for the relevant Alert Level.

**Unattended (Outside of Normal Business Hours)**

During the event of an Airport emergency outside of normal business hours (unattended), the emergency may be reported by parties involved in the emergency or by bystanders that may have witnessed the emergency. The parties involved or bystanders will most likely dial 911 and report any relevant information to the ICSD. The ICSD will determine the Alert Level (see above) and will notify BAA and BFD.

**Note:** In the event that a scheduled air carrier operation is delayed and will be taking place outside of normal business hours, BAA/Airport Operations staff will remain onsite to provide ARFF coverage required under 14 CFR Part 139.319. Air carriers operating under 14 CFR Part 121 who wish to land at KBIH outside of normal business hours must notify the Airport Manager 2 hours prior to arrival to ensure ARFF coverage.

When an emergency occurs on the Airport:

- **Airport Management**
  - Notify and recall essential off-duty personal
  - Ensures preparation of contingency plans to provide alert and warning if the established system fails to work.
  - Instruct tenants to evacuate the premises when necessary.
  - Use UNICOM to keep aircraft operating out of the airport abreast of the situation

- Assist with gate access and control until Law Enforcement arrive and establish perimeter control
  
- **County Sheriff**
  - Establish perimeter control when necessary
  - Control ground traffic to avoid conflicts on the area where the emergency is handled
  - This also applies when routes on the Airport are needed for emergency equipment responding to or from any emergency that occurs off-Airport
  
- **Aircraft in route experiencing an emergency**

The responding agencies to aircraft emergencies shall be given as much of the following information as possible which includes:

<b>Information</b>	<b>Example</b>
Aircraft Call Sign	N0001 (for example)
Aircraft Type	SkyWest, CRJ700, etc.
ETA to Airport	For in-flight emergencies. (Repeat information as necessary)
Aircraft Location	Location of accident or aircraft; or runway in use. Use the grip map if possible
Nature of Emergency	Rough engine, crash, hydraulic failure, blown tire, etc.
Souls on Board	Give as soon as determined.
Fuel on Board	Give as soon as determined.
Unusual Conditions	Cargo, persons on board, etc.

Operators of emergency vehicles equipped to monitor radio frequencies shall be kept informed of the progress of the aircraft experiencing the emergency.

Direct communication shall be maintained between the pilots of the aircraft experiencing the emergency and the officer in charge of the ARFF equipment via the CTAF radio.

For aircraft emergencies, the IC will constantly review the incoming emergency information and update the assigned Alert Level. If required, the IC will direct the ICSD to alert additional fire departments to respond, in accordance with the nature of the emergency.

### 2.3.5 Administration and Logistics

See Section 1.8 for Administration and Logistics. See Attachment C for contact information.

### 2.3.6 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7.

### 2.3.7 Authorities and References

See Authorities and References in Sections 1.2.

## 2.4 EMERGENCY PUBLIC INFORMATION

### 2.4.1 Purpose

The Emergency Public Information (EPI) Section describes how, through the IC and the Public Information Officer (PIO), emergency information is disseminated timely and accurately throughout the Airport as well as the surroundings areas that may be affected. Due to the limited air carrier service at the Bishop Airport, it does not have a PIO but relies on Inyo County Sheriff's Office for such services.

### 2.4.2 Situation and Assumption

The Inyo County Sheriff's PIO will disseminate information as required. For situations where a departed or destined aircraft for KBIH is involved in an accident or emergency, the information will be disseminated to the local news outlets per the ICSD and NTSB protocols, as appropriate.

### 2.4.3 Operations

The Airport Manager, IC, or designee is responsible for assisting the PIO. The IC is responsible for inter-jurisdictional coordination with all local, state, and federal agencies until delegated to the PIO.

**Activation.** To be determined by the Incident Commander. The IC will control reporting of progress during the emergency. The PIO will summarize the information and use it to prepare statements to give to the media.

### **Briefings**

Unless otherwise ordered by the Airport Manager, only the PIO will speak on the airport's behalf during an emergency. The PIO shall provide only confirmed factual information with no speculation. In the event of an airplane crash, names of passengers or crew or injured will not be provided by the PIO – that is the responsibility of the airline's emergency response team.

"No Comment" is not an appropriate response to a question. If a question cannot be answered, explain why.

Briefings should be scheduled in such a way that media deadlines can be met.

Other persons who can provide information during a briefing are:

- Spokesperson for the aircraft owner/operator
- Spokesperson for the investigating team

**Media.** Media representatives will be assembled in an area designated by airport management.

#### 2.4.4 Organization and Assignment of Responsibilities

The Airport Manager or designee will disseminate information to the following:

##### A. Airport Management

- a. Serves as the primary spokesperson before the media or when the PIO is not available
- b. In cases where an EOC has been established, Airport Manager provides policy guidance on the transfer of authority to release information from the IC Post to the EOC
- c. Designates locations for the media briefings
- d. Approves implementation of any special provisions for media convergence

##### B. Public Information Officer

- a. Manages all aspects of the process on behalf of the Incident Commander
- b. Assumes information functions delegated by the Incident Commander
- c. Ensures timely preparation of materials and their dissemination
- d. Ensures timely and appropriate coordination with off-airport public information personnel
- e. Briefs public affairs officers who go to the incident site
- f. Schedules news conferences, interviews and other media access
- g. Supervises the media center
- h. Assigns personnel to monitor all media reports for accuracy
- i. Coordinates rumor control activity.
- j. Maintains a chronological record of emergency events

##### C. Airline Representative

- a. Air carrier representative provides available information in the Media Center

##### D. Local Media Organizations

- a. Store, maintain, advance emergency information packets for release at the airport PIO's request
- b. Verify field reports of the emergency development with the PIO
- c. Media representatives shall not attempt access to the scene without express approval of Airport Management and then only under strict escort

##### E. Media Inquiries

- a. Only personnel designated by the airport Manager shall respond to media inquiries

- b. All emergency personnel shall refer all media inquiries to the designated public information area, normally the first floor of the airport terminal building.
- c. A list of media outlets can be found in Attachment C

F. Voluntary Organizations

- a. Provide support to staff the telephone system as requested by PIO
- b. Provide support in disseminating printed INFORMATION PROCESS material, as requested by the PIO

G. All Tasked Organizations

- a. Provide information, as requested by the PIO
- b. Clear all emergency related news release with the PIO
- c. Provide public affairs officers to support INFORMATION PROCESS activities, as requested by the PIO
- d. Refer media inquiries to the PIO

#### 2.4.5 Administration and Logistics

The flow of information for the EPI Function is outlined in this Section, and relevant SOPs are located at each EPI agency.

See Section 1.8 on Administration and Logistics.

#### 2.4.6 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7.

#### 2.4.7 Authorities and References

See Authorities and References in Sections 1.2.

## 2.5 PROTECTIVE ACTIONS

### 2.5.1 Purpose

This function describes those actions to be taken to protect the health and safety of the transient passengers and employee population at the airport in addition to safe and orderly evacuation (time permitting) and/or emergency sheltering. Events that may require evacuation or emergency shelter are detailed in the hazard sections.

### 2.5.2 Operations

There are several factors which must be considered when planning for protective actions. These factors include the characteristics of the hazard or the threat itself as it relates to magnitude, intensity, speed of onset, duration, and impact on the airport. Such factors will determine the type of protective action (shelter or evacuate), whom will



be impacted, how they will be notified, duration of impact, and in the case of evacuation and destination.

The terminal building would be used as the shelter in an emergency. The Airport Manager or IC would make the decision to shelter-in-place or evacuate on the emergency. The Airport Manager or IC will coordinate with the local bus company to arrange for transportation. The emergency responders will evacuate all parties according to their emergency training and the surrounding community's emergency plan.

### 2.5.3 Situation and Assumptions

BIH is a small airport receiving limited air carrier service. As such, it is an origin and destination airport and not a transient airport. This means that persons will be arriving from and departing to the local area.

The Airport is vulnerable to hazards that could necessitate evacuation should the lives and property of traveling public and/or employees be threatened. Natural disasters and hazardous material incidents are examples of hazards that could trigger an order to evacuate. All areas on the Airport may be subject to protective actions.

Evacuation will take place along the main transportation corridors to the Airport. While disasters may negatively impact these, the IC will adapt plans to local conditions.

Some hazards provide sufficient warning time to implement a planned action for those identified at risk. However, emergency situations can occur with no warning, requiring the IC to evacuate people on an ad hoc basis, and it may be prudent to shelter people rather than evacuate.

The decision to evacuate and/or shelter will be made by the IC or Airport Manager, and the entire Airport is subject to potential protective actions.

The Airport understands that certain sectors of the traveling public will require special attention and assistance. The Air Carrier will make arrangements as these situations arise.

Some people might ignore the protective action being recommended regardless of the threat. The Law Enforcement Office in cooperation with the Air Carrier and Tenants will be responsible for crowd control as per Section 3.9; Crowd Control.

The IC, Airport Manager or designee, is responsible for ordering an evacuation in the event such action is necessary. The EPI would be available to assist in notifying the public of alerts.

The Airport Manager/IC is responsible for issuing evacuation/sheltering instructions to the Airport user and tenants by whatever means necessary.

### Sheltering

In the presence of some emergency hazards, it is more prudent to shelter personnel at the Airport than evacuate the premises. The IC has the authority to determine if the Airport should be evacuated or used for sheltering.

### Evacuation

When Evacuation is necessary, the entire Airport is likely to be evacuated. The IC is authorized to create evacuation plans as the situation requires. The IC will determine if a complete or partial evacuation is required, and is authorized to take actions to evacuate the area.

Evacuation means may vary significantly due to the nature of the disaster. Emergencies or disasters may require the evacuations of people from certain hazard areas to areas of lower risk. During emergencies such as floods, hazardous materials spills, major fires, and other incidents, emergency responders may determine evacuation of all or part of the airport is prudent to minimize loss of life.

Some Airport evacuees may have special needs, and those accommodations will be addressed by the Air Carrier as they arise. Coordination with the surrounding community will follow the ICS.

#### 2.5.4 Organization and Assignment of Responsibilities

The IC and designated representatives are responsible to authorize protective actions, and are responsible to conduct a clear and orderly evacuation. The IC will coordinate with the community as listed in the ICS. Designated representatives and their associated responsibilities follow:

##### A. Airport Management

- 1) The decision to evacuate is normally made by the Public Works Director, but due to the severity of the situation it may be made by the Incident Commander, airport staff, or in some cases, airport tenants
- 2) Deals with those people who do not comply with evacuation instructions
- 3) Issues protective action instructions when appropriate
- 4) Identifies methods of transportation, evacuation routes and coordinates the evacuation with the Inyo County Emergency Management Director

##### B. Law Enforcement/Security

- 1) Provides traffic control during evacuation operations
- 2) Provides security at evacuated and sheltered areas
- 3) Controls access to evacuated/sheltered area

##### C. Public Information Officer

- 1) Disseminates protective action instruction materials and information

#### D. All Tasked Organizations

- 1) Make provisions to protect and secure facilities in the area affected by the protective action
- 2) Identify and make provisions to relocate the organizational equipment and supplies that will be moved from an evacuated area

#### 2.5.5 Administration and Logistics

See Section 1.8 for policies on Administration and Logistics. General Policies for Managing Resources, Record Keeping, Reporting and Tracking Resources:

**Routing.** The primary means of egress will be the main entrance road of the airport. Other roads and gates may be made available as necessary.

**Transportation.** Airport, Rental cars and vans and personnel vehicles will be used to evacuate the airport.

#### 2.5.6 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7.

#### 2.5.7 Authorities and References

See Authorities and References in Sections 1.2.

## 2.6 LAW ENFORCEMENT/SECURITY

### 2.6.1 Purpose

This function provides information and identifies methods used to mobilize and manage law enforcement services in response to a disaster/emergency.

### 2.6.2 Situation and Assumptions

The Inyo County Sheriff's Department (ICSD) and Bishop Police Department (BPD) have sufficient resources to respond to incidents involving incidents of aircraft capable of using the facilities at KBIH as well as other emergencies such as structural fires, aircraft incidents, crowd control, and bomb threats. During an incident that occurs airside or requires airside access, the ICSD will request that Airport Operations/Management issue a NOTAM to close the Airport to comply with Section 2.1.2.

Law Enforcement plays a critical role in the event of an emergency or disaster at or near KBIH. During an emergency/disaster on Airport property, all law enforcement activity will be under direction and control of the ICSD.

It is possible a large-scale disaster will itself impact the police response. In such a situation, the Bishop Police department and the California State Patrol may be tasked to lend assistance.

Police and/or law enforcement agencies should be prepared for all types of emergencies, which can include demonstrations, riots, and lootings.

### 2.6.3 Operations

The IC is responsible for notifying and coordinating the police agencies as per the ICS.

The Inyo County Sheriff's Office is responsible for protection of life and property, enforcement of law and order, protection of scene security, provide traffic and crowd control, and ensuring emergency rescuers have rapid access to the disaster/incident site and quick egress for medical transport.

The Inyo County Sheriff's Office is responsible for providing perimeter security per the Airport security plan and 14 CFR Part 139. Airport operations will assist in providing escorts to the disaster/incident site within the AOA for specialized support agencies.

The Airport Manager is responsible for coordinating the Airport's plan with law enforcement agencies which have responsibilities under the plan.

### 2.6.4 Organization and Assignment of Responsibilities

#### A. Airport Management

- 1) Establish airport policy regarding response by airport staff.

#### B. Law Enforcement

- 1) Ensures availability of sufficient numbers of qualified and trained enforcement/security personal to sustain support around the clock.
- 2) Ensures compliance with all standards and regulations involving law enforcement, including those involving bomb situations, civil unrest, hazardous materials and other related matters.
- 3) Ensures availability and operability of all necessary law enforcement emergency response equipment.
- 4) Ensures representation of a qualified law enforcement person in the ICP/EOC, when required.

#### C. Tasked Organizations

- 1) Adhere to all professional and legal standards in the performance of duties.
- 2) Provide ongoing status reports to the LEC.
- 3) Maintain updated resource inventories of emergency supplies, equipment and personnel resources, including possible sources of replacements.

### 2.6.5 Administration and Logistics

See Section 1.8 for policies on Administration and Logistics. Contacts are listed in Attachment C.

Through the ICS, the IC and local police department will ensure proper resource allocation and adequate law enforcement services to address response capabilities for response to emergency and disaster situations.

### 2.6.6 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7.

### 2.6.7 Authorities and References

See Authorities and References in Sections 1.2.

## 2.7 FIREFIGHTING AND RESCUE

### 2.7.1 Purpose

This section identifies the methods used in mobilizing and managing fire and rescue services in response to emergencies. It includes a summary of on- Airport and Off-Airport available personnel, the availability of firefighting vehicles, agents, and equipment, as well as the location of resources. The purpose of the fire and rescue section is to summarize procedures and outside resources so there is no doubt as to the Airport's abilities to respond and meet the needs surrounding a disaster/emergency.

### 2.7.2 Situation and Assumptions

The Airport is fully compliant with the requirements of a Part 139 Certificated Index B Airport. The resources used to meet these requirements are outlined throughout the AEP.

The aircraft rescue and firefighting capability is met through the BIH Airport ARFF.

The Airport is subject to hazard and situations that could overwhelm fire and rescue resources as well as hinder firefighter/rescue operations. The main fire and rescue responsibilities of BIH Airport ARFF crew during a disaster/incident are fire suppression, search and rescue efforts, administration of basic first aid, and assessment to hazardous materials incidents.

It is assumed Off-Airport fire and rescue units will be available to assist on-Airport resources as needed in accordance with established plans, and procedures.

BAA personnel receive initial/recurrent training for performing firefighter duties in accordance with 14 CFR Part 139.

Off Airport firefighting crews may not always be trained in the proper and/or safe procedures for operating within the AOA. These individuals will require an escort and coordination with the IC.

Alert Warning notifications for firefighting responses are listed in Section 2.3. Public fire and rescue services, and the community they serve, may themselves be impacted by the disaster.

In some situations, such as wide area disasters, the Airport fire and rescue services may be operating without the benefit of mutual aid support due to their commitment elsewhere.

### 2.7.3 Operations

Bishop Airport maintains one ARFF vehicle and staff required to meet the requirements of Index B as outlined in 14 CFR 139.315. The ARFF vehicle is located on the airport and is stored adjacent to the terminal building. The ARFF vehicle carries 500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of AFFF for foam protection.

The Airport Supervisor is responsible for overall response policies, adequate manning to assure an initial response to the midpoint of the farthest runway within 3 minutes, coordination of ARFF services with the Airport Manager, training and ARFF training records, maintenance, availability/operability of ARFF equipment. Command and interaction with other agencies will follow the Incident Command System (ICS) (Section 1.4).

Airport fire and rescue services are provided on-site by BIH ARFF personnel, who are responsible for directing fire and rescue operations at the Airport. Refer to hazard sections for response procedures and plans.

Due to the large amount of resources that would be required to support a disaster at this Airport, it is unlikely that many of the responders will have AOA Operations training. Therefore, the IC will be responsible for assigning the resources necessary to escort off-airport responders within these areas.

The National Incident Management System (NIMS) and ICS shall be used for fire and rescue incidents at the Airport (Section 1.4).

Section 2.3.4 describes ARFF Alert Levels for emergency response.

An Airport Grid map is located in each Airport emergency response and command vehicle.

Coordination with the IC and procedures for mobilization will be practiced during mandatory AEP emergency drills and during Airport recurrent training.

#### 2.7.3.1 Vehicle Readiness

It is the Airport Supervisor's responsibility to ensure the ARFF equipment is tested, maintained, and repaired as outlined in 14 CFR 139.319.

#### 2.7.3.2 If ARFF Vehicle Becomes Inoperable

1. The Airport Supervisor or designee shall notify the Airport Manager or designee.
2. Airport Manager or designee shall issue a NOTAM in accordance with Section 139.339 (Airport Condition Reporting) if the out of service equipment impacts the airport's ARFF Index capability.

#### 2.7.3.3 Emergency Medical Services (EMS)

At least (1) of the required persons on duty during air carrier operations have been trained and are current in basic emergency medical care. Training shall include 40 hours in at least the following areas.

1. Bleeding Control
2. Cardiopulmonary resuscitation (CPR)
3. Shock
4. Primary patient survey
5. Injuries to the skull, spine, chest, and extremities
6. Internal injuries
7. Moving victims
8. Burns
9. Triage

#### 2.7.3.4 Emergency Access Roads

The Airport Manager or designee shall ensure roads designated as emergency access roads for ARFF vehicles are maintained in a condition that will support those vehicles in all weather conditions.

### 2.7.4 Organization and Assignment of Responsibilities

The specific organizational structure and associated responsibilities assigned to ARFF for each type of emergency are described in the hazard sections of this AEP. The ARFF will coordinate with other responding agencies through the IC or as delegated through the IC.

#### **A. Airport Management**

- 1) Designates a staff liaison to report to the ICP/EOC when appropriate.

- 2) Establishes airport policy regarding off-airport response by ARFF personnel and equipment.

### **B. ARFF Fire Chief**

- 1) Ensures availability of sufficient numbers of qualified and trained ARFF personnel.
- 2) Ensures compliance with all standards and regulations involving fire and rescue response, which may include hazardous materials.
- 3) Ensures availability and operability of ARFF equipment as required by 14 CFR Part 139.317.
- 4) Ensures representation of a qualified Fire Officer in the ICP/EOC, when required.
- 5) Coordinates the response of multi-jurisdictional fire and rescue response efforts on the airport.
- 6) Provides information regarding the fire and rescue response effort through and to the PIO for release to the news media.
- 7) Ensures emergency fire and rescue response information is provided to the ICP/EOC, as appropriate.
- 8) Maintains a chronological event log.

### **C. Law Enforcement**

- 1) Provides traffic and personnel access control and security assistance to fire and rescue scene operations.
- 2) Assist in the identification of fatalities.

### **D. All Tasked Organizations**

- 1) Adhere to all professional and legal standards in the performance of duties.
- 2) As needed, coordinate with other emergency services.
- 3) Refers all media requests for information to the PIO.
- 4) Maintains updates resources of emergency fire and rescue supplies, equipment and personnel, including possible sources of replacements.
- 5) Designates staff to perform emergency duties.
- 6) Prepare detailed SOPs

#### 2.7.5 Administrative and Logistics

See Section 1.8 for policies on Administration and Logistics. Contacts are listed in Attachment C.

See Attachment A for Bishop Airport Grid Map.



### 2.7.6 Plan Development and Maintenance Schedule

**Full Scale Exercise.** A full scale exercise will be held every 36 consecutive calendar months to evaluate the operational capability of the emergency management system. The exercise will have a simulated emergency on a scale commensurate with the largest aircraft currently serving the airport in scheduled commercial service to ensure that all personal are properly trained.

A table top exercise will be held every 12 consecutive calendar months to cover the following:

- Discuss plan development and coordination with all agencies that have responsibilities under the AEP
- Ensure all Airport personnel are familiar with assignments and are properly trained
- Ensure all parties know their responsibilities under the AEP
- Update contact information of all parties.
- Ensure plan meets the needs of the largest air carrier aircraft serving the airport

### 2.7.7 Authorities and References

See Authorities and References in Sections 1.2.

## 2.8 HEALTH AND MEDICAL

### 2.8.1 Purpose

This section describes the methods used in mobilizing medical responders in response to each emergency as outlined in each hazard section. The IC will depend on the Symons Ambulance Service (SAS) to mobilize and manage medical services in response to an emergency.

### 2.8.2 Situation and Assumptions

In accordance with FAR 139.319, BIH staffs at least one individual trained in basic emergency medical services at times when there are air carrier service operations.

Inyo County is the primary triage, treatment, and medical transport service used by the Airport. Backup medical service and ambulance transportation from the surrounding area is coordinated by the ICSD Dispatch.

#### Assumptions

- Off-Airport mutual aid assistance will be required.

- A major disaster/emergency at the Airport involving numerous injuries/casualties could require extensive coordination and use of Off-Airport medical resources which may stress local health, medical, and mortuary services.
- Limited medical, health, and mortuary facilities can be established at the airport.
- Large scale emergencies and disasters may affect large areas requiring use of mutual aid.
- Public medical resources may themselves be impacted by the disaster.
- Emergency services to protect life and health during the first 12 to 24 hours after the disaster will probably be exclusively dependent on local and area resources.
- Medical transportation of the injured to Northern Inyo Hospital should be accomplished within 60 minutes of emergency incident.

### 2.8.3 Operations

The IC is responsible for initiating the ICS which will mobilize all parts of health and medical services and coordinate with other responding agencies. The largest air carrier aircraft expected at this Airport is the CRJ 700 and has a maximum seating capacity of 70.

When a medical emergency is declared which involves an aircraft passenger, the ICSD Dispatch will activate the emergency alerting system and will request SAS respond to the airfield emergency Gate 1 as depicted on the Airport Grid Map or the terminal, as appropriate. SAS will be escorted onto the airfield, as appropriate, by the alerting agency (airport manager/ops, ICSD, or airline).

Alert Level emergency response will follow the designations in each hazard sections. The IC or designee will be responsible for increasing the Alert Level of emergency response. SAS will designate a Senior Medical Officer that will be in charge of coordinating the medical response, if needed. The Senior Medical Officer or IC is responsible for establishing a medical command post at the emergency scene, and ensuring the appropriate phase of response is established prior to, during and after the emergency. Temporary morgue facilities will be established through the Emergency Medical Services. The mobilization of medical resources is described in each hazard section.

The Bishop Fire Department is responsible for initial triage of the injured and coordination with SAS for treatment and transport of the injured to local area medical facilities. It will be the goal of the Senior Medical Control Officer and all medical

responders to transport the critically injured within 60 minutes of the injury. Airport familiarization training for mutual aid medical and health responders is held on a periodic basis during Mutual Aid training.

ARFF has limited training in initial first responder assessment for victims of hazardous material, and victims should be isolated and decontaminated. Local HazMat team members will isolate, decontaminate and treat hazardous materials victims.

### **Communicable Diseases**

Airport staff is not specifically trained in the recognition of person exhibiting signs/symptoms of a communicable disease that may require isolation or quarantine.

The decision to quarantine or isolate will be made by the Senior Medical Control Officer and the IC.

## 2.8.4 Organization and Assignment of Responsibilities

### **A. Health and Medical Branch Director**

- 1) Takes appropriate action when notified of an actual or imminent emergency or disaster.
- 2) Reports to the airport ICP or other designated location, or sends a representative if unable to report in person.
- 3) Provides initial assessment of health and medical needs.
- 4) Oversees and coordinates the activated health and medical organizations to assess their need, helps them obtain resources and ensures that necessary services are provided.
- 5) Maintains a patient causality tracking system. If an air carrier is involved, coordinates this effort with appropriate air carrier personnel.
- 6) Provides information regarding the health and medical response effort, including the number of injuries, deaths to the IC.
- 7) Ensures emergency health and medical response information is provided to the IC as appropriate.

### **B. Emergency Medical Services – Symons Ambulance Service**

- 1) Respond to the emergency scene with appropriately trained medical personnel and equipment.
- 2) Upon arrival at the scene, assume appropriate role within the ICS.
- 3) Organize the necessary actions for triage, stabilization and treatment of casualties and prepare for their eventual transport.
- 4) Provide control and dispatch of the casualties to the appropriate medical facilities.
- 5) Coordinate with the local and regional medical facilities to ensure casualties are transported to appropriate locations.

- 6) Establish and maintain field communications and coordination with other responding emergency teams and radio or telephone communications with medical facilities, as appropriate.
- 7) Maintain an accurate list of casualties, to include their names when possible and destination medical facilities.
- 8) Arrange for restocking of medical supplies, as necessary.

### **C. Hospitals**

- 1) Implement the appropriate hospital disaster plan.
- 2) Advise the Health and Medical Coordinator or appropriate ICP representative of the number and type of available beds. If an area-wide disaster is involved, also provide information regarding the condition of the hospital.
- 3) Provide medical care to casualties as they arrive.
- 4) Establish and maintain inter-hospital communications, as appropriate.
- 5) Provide medical guidance to EMS
- 6) Coordinate with EMS, other hospitals, and any medical response personnel at the scene to ensure casualties are transported to the appropriate medical facility.
- 7) Coordinate with local emergency responders to isolate and decontaminate incoming patients, if needed, to avoid the spread of chemical or bacterial agents to other patients.
- 8) Establish and staff a reception and support center at the hospital for relatives and friends of victims.
- 9) Provide patient identification information to Red Cross, air carrier (if applicable) or other agencies having the need for the information.

### **D. Environmental Health Officer/Airport Manager**

- 1) Provides for the monitoring and evaluation of environmental health risks or hazards as needed.
- 2) Ensure appropriate actions are taken to protect the health responders, and the general public.
- 3) Inspects damaged buildings for health hazards.
- 4) Detects and inspect sources of contamination.
- 5) Coordinates with animal care and control agency to dispose of dead animals.

### **E. Public Health Agencies**

- 1) Coordinate support efforts through the Emergency Operations Center.
- 2) Available for assistance if public health is requested at the Emergency Operations Center.
- 3) Works to support EMS and medical partners for additional resources as necessary.
- 4) Works to support medical partners to establish appropriate surveillance protocols if disease outbreaks or exposure is present.

- 5) Coordinate with agency PIO's to arrange for dissemination of information to the public through the Inyo County Office of Emergency Services.
- 6) Support the coordination of temporary sheltering efforts if necessary.

**F. Mental Health Agencies.** Mental health services are available for disaster victims, survivors, bystanders, responders and their families, and other airport care-givers during response and recovery. Services include crisis counseling, critical incident stress debriefings, family crisis assistance available for those affected by a traumatic event or who become traumatized by cumulative stress related to the disaster experience.

### **G. Mortuary Services**

- 1) Provide for the collection, identification, and care of human remains, determining the cause of death, inventorying and protecting deceased's personal effects, and locating and notifying next of kin, as appropriate.
- 2) Establish temporary morgue sites.
- 3) Obtain refrigeration vehicles for temporary storage of remains.
- 4) Establish and maintain a comprehensive record-information processing system for continuous updating and recording of fatality data.
- 5) Coordinate with:
  - i. Search and rescue teams, hospitals, EMS, and other emergency responders.
  - ii. Funeral directors, morticians, and transportation assets for the movement of the deceased.
  - iii. Other pathologists.
  - iv. The American Red Cross for location and notification of relatives.
  - v. Dentists and x-ray technicians for purposes of identification.
  - vi. Law enforcement agencies for security, property protection, and evidence collection.

### **H. American Red Cross (ARC)**

- 1) Provide food for emergency medical responders and patients, if desired.
- 2) Maintain a record-information processing system in coordination with hospitals, aid stations, and field triage/transportation units to collect, receive, and report information about the status of victims.
- 3) Assist with the reunification of the injured with their families.
- 4) Provide first aid and other related medical support at temporary treatment centers, as requested, and within capability.
- 5) Provide supplementary medical, nursing aid, and other health services upon request, and within capability.
- 6) Provide assistance for the special needs of the people with sight, hearing, or mobility impairments, elderly, and those children separated from their parents, within capability.

- 7) Social Service Agencies. Assist in providing for the special needs of the people with sight, hearing, or mobility impairments, elderly, and children separated from their parents; also provide for special needs of orphaned children.

#### **I. Animal Care and Control Agency**

- 1) Coordinate with veterinarians and animal hospitals to arrange for animal services, as needed.
- 2) Maintain a list of phone numbers of local animal hospitals, veterinarians, and animal control shelters for use during regular and non-regular business hours.
- 3) Coordinate with environmental health personnel regarding the location, collection, and disposal of dead animals.

#### **J. Law Enforcement**

- 1) Provide security assistance to medical facilities and to health and medical field personnel upon request.
- 2) Assist in the identification of fatalities.
- 3) Assist in the notification of next of kin of the injured and deceased.

#### **K. All Tasked Organizations.**

- 1) Adhere to all professional and legal standards in the performance of duties.
- 2) Provide ongoing status reports to the HMC, including number of deaths, injuries, and other appropriate information, etc.
- 3) As needed, coordinate with other emergency services such as fire, law enforcement, and public works.
- 4) Refer all media requests for information to the EOC or PIO, as appropriate.
- 5) Maintain updated resource inventories of emergency medical supplies, equipment, and personnel resources, including possible sources of replacements.
- 6) Designate staff to perform emergency duties.
- 7) Prepare detailed SOPs and checklists that include:
  - i. Contact information and mechanisms for notifying personnel.
  - ii. Step-by-step procedures for performing assigned tasks.
  - iii. Contact information for similar services in other jurisdictions
  - iv. Area and local stores (grocery and drug), and medical warehouses that could provide pharmaceutical and medical supplies.
  - v. Contact information for transportation resources (air, land, water).
  - vi. Listing of the radio communications call signs and frequencies used by responding organizations

### 2.8.5 Administration and Logistics

#### Availability of Services and Support

The availability of services and support for emergencies can be located in the organization and assignment of responsibilities section, AEP hazard section, and Attachment E of this AEP. It is up to each individual department and involved agency to appropriately manage, monitor and request additional resources as needed

### 2.8.6 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7

### 2.8.7 Authorities and References

See Authorities and References in Sections 1.2.

## 2.9 RESOURCE MANAGEMENT

### 2.9.1 Purpose

This section describes the methods used in resource management in response to an emergency.

### 2.9.2 Situation and Assumptions

The Airport is subject to hazards and situations that could overwhelm resources as outlined in the hazard sections. Potential emergencies likely to deplete responding agencies resources include: earthquakes, floods, and in some cases large aircraft accidents. Any resource may be found to be in shortage during prolonged emergencies.

Resource management may also be hampered by damage or failure of ground transportation infrastructure. Possible alternatives include the use of boats or rafts to provide a route around damaged bridges. Helicopters may also be used to transport supplies and equipment around damaged infrastructure. The Inyo county area and the City of Bishop area may or may not have alternate routes available depending on the type and severity of the disaster.

Response agencies typically will be able to sustain themselves during the initial response to an emergency. This will vary depending on the type and severity of the disaster.

### 2.9.3 Operations

General policies for resource management include:

Emergency victims will take precedence in the allocation of resources.

Resource needs will most likely vary depending on the type of emergency. Responding agencies are tasked with properly equipping their respective emergency response units with the known quantities of required items and/or equipment in which response staff need to provide their services.

Depending on the size and duration of the emergency, follow up resource requests will be initiated, prioritized, logged, and resubmitted to the IC and procurement specialist to ensure a timely flow of resources. BIH maintains and has readily available the following equipment:

- EOC equipment and materials
- Drinking water
- Barricades, barricade tape, etc.
- Cones, stakes, and flags
- Forcible entry and extraction tools
- Fuel spill clean-up equipment

Delivery of resources can vary depending on the type and severity of the emergency. Typically, these resources would be staged at IC command posts or security checkpoints, with the exception of traffic control resources which will be dispatched to the needed area by the IC or representative. Resource delivery will be completed as quickly as possible by the vendor or procurement specialist.

During emergencies of short duration emergency procurement of resources more likely will be made without an authorized budget.

Emergency procurement for emergencies of longer duration may follow the same basic procedures as short duration emergencies. However, they may be tied to a budget which will require processing transactions and tracking of available funds to prevent overspending.

#### 2.9.4 Organization and Assignment of Responsibilities

Emergency activities are divided into four phases that affect emergencies events. These categories include:

**Mitigation** is the initial phase. It operates long before an emergency occurs and includes any activities aimed at eliminating or reducing the probability of occurrence of an emergency.



**Preparedness** is an insurance policy against disasters. It is undertaken because mitigation activities cannot eliminate the occurrence of all events. Preparedness activities include planning to ensure the most effective, efficient response, effort to minimize damages, such as forecasting and warning systems, and laying the groundwork for response operations, such as stockpiling supplies.

**Response** is the first phase that occurs after the onset of an emergency. IT is intended to provide emergency assistance for disasters casualties, including search and rescue, shelter and medical care, to reduce the probability or extent of secondary damage.

**Recovery** activities continue beyond the emergency period immediately following a disaster. Their purpose is to return all systems, both formal and informal, to normal. They can be broken down into short-term and longer-term activities. Short term activities attempt to return vital human systems to minimum operating standards and usually encompass approximately a two-week period. Long-term activities stabilize all systems.

Bishop Airport, due to its limited number of Airport personnel, will depend on the Inyo County organizations for resources in both short and longer duration. Other resources may include, but no be limited to:

A. Public Works Director

- 1) Activate resource management operations and all associated employees upon receiving notification of the emergency disaster.
- 2) Make notification to the EOC that additional personnel are needed in the effort to procure supplies that are lacking.

B. EOC

- 1) Serve as a liaison between all agencies to ensure that all necessary resources are readily identified, located and delivered.
- 2) Serve as a liaison between IC and all mutual aid resources.
- 3) Provide assistance in the acquisition of additional needs and/or resources.

### 2.9.5 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7

### 2.9.6 Authorities and References

See Authorities and References in Sections 1.2.

## 2.10 AIRPORT OPERATIONS AND MAINTENANCE

### 2.10.1 Purpose

This section will describe how the Airport's operations and maintenance personnel will respond to an emergency. They will follow the responsibilities described in this section through the IC to ensure procedures are followed.

### 2.10.2 Personnel and Equipment

The Airport keeps maintenance equipment for lighting system repairs and weed removal on the Airport grounds. The Inyo County Road Department keeps additional maintenance equipment nearby and available for airport maintenance as needed. This includes mowers, sweepers, dump trucks, lifts, etc.

While the Airport does not have a maintenance department, its personnel are capable of standard Airport maintenance and are available to assist in emergencies.

The Inyo County Building and Maintenance Department assists with maintenance on the terminal building and hangars.

### 2.10.3 Situation and Assumptions

All responding operations and maintenance personnel will be familiar with their responsibilities. They will respond to hazards per the IC's instructions or the procedures outlined in each hazard section.

Airport Operations personnel may be the first to respond to an emergency and may have to represent Airport management during the initial stages of some emergencies. Airport operations are responsible to respond to an emergency during scheduled Part 139 Operations.

### 2.10.4 Operations

Personnel from Airport Operations will respond to the emergency.

Airport Operations will act as the Airport Operations coordinator and evaluate the situation and its impact on overall Airport function and will report pertinent information to the responding mutual aid IC.

Airport Operations will ensure Airport personnel/organizations with roles in emergency response are notified of the emergency as dictated by the type of emergency and

provide training for on and off airport access to reduce vehicle pedestrian deviations and runway incursions as time permits.

Airport Operations personnel, in conjunction with the Airport Manager, will make the initial determination regarding the requirement to issue NOTAMs including closing the Airport.

To secure the building, the Airport Supervisor/IC will secure the building for use as an emergency shelter, if the emergency warrants such actions.

Airport Operations will inspect the AOA for any hazardous conditions that might affect the operation of the Airport. Any condition not meeting the requirements outlined within the Airports SOP's as well as the certification manual, will be immediately reported through the airport self-inspection program and relayed through the IC. Any condition that may create a hazard for aircraft operating within these areas must be NOTAM'd until the condition has been corrected.

Airport Operations is responsible for notifying Airport Management with any airport condition that requires notification to the FAA and NTSB.

#### 2.10.5 Organization and Assignment of Responsibilities

The Airport Supervisor/IC will delegate duties to Airport Operations as needed for each emergency, and as described in each hazard Section.

#### 2.10.6 Administration and Logistics

See Section 1.8 for policies on Administration and Logistics.

#### 2.10.7 Plan Development and Maintenance Schedule

As stated in the Plan Development and Maintenance Schedule Section 1.7

#### 2.10.8 Authorities and References

See Authorities and References in Sections 1.2.

## 3.0 HAZARDS

### 3.1 AIRCRAFT INCIDENTS & ACCIDENTS

#### 3.1.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of an aircraft incident or accident within 3 miles of KBIH.

#### 3.1.2 Situations and Assumptions

All known hazards are covered throughout the AEP.

The Airport is designated as ARFF Index B for all scheduled air carrier aircraft operations in accordance with 14 CFR Part 139.

Skywest Airlines (operating as United Express) flies an average of three (3) daily scheduled flights during with air carrier aircraft having a seating capacity of approximately 70 passengers.

Bishop Airport is geographically located in Inyo County. It is approximately 830 acres of land at elevation of 4124 feet above mean sea level. The Airport has and maintains one runway available for certificated aircraft use:

Runway	Length/Width	Material/Surface	Strength (Thousand lbs.)
12-30	7498' x 100'	Asphalt	70(s) 110(D) 200(DT)

#### 3.1.3 Operations

During an Alert Level 3 emergency, the Airport shall be NOTAM'd closed by Airport Management on the FAA's NOTAM Manager. If the airport is unmanned at the time of the emergency, the ICSD or relevant agency shall alert Airport Management. The airport shall remain closed to all aircraft with the exception of emergency aircraft which must be coordinated with the IC.

Emergency response personnel shall respond to the airport emergency Gate 1 with fire apparatus' and law enforcement vehicles; any emergency personnel responding in personal vehicles shall park in the airport's public parking lot and then walk into the staging area (see Attachment A). If the information is available, the airport "Grid Map – Attachment A" will be used to identify the crash site location to responding units. The IC will advise the Airport Manager when it is possible to secure the emergency (including re-opening of airport) and then the Airport Manager (or qualified airport inspector) shall

perform an inspection and if the airport is safe to re-open, then they shall call the FSS and reopen the airport.

Additional details on the operations before, during and after an aircraft incident or accident are discussed in the next section which outlines responsibilities.

#### A. Removal of Disabled Aircraft

The owner/operator of the disabled aircraft is responsible for its removal and all associated costs.

Airport management will assist with coordination and communications as necessary in obtaining equipment for aircraft removal.

##### ***No Substantial Damage:***

Aircraft which are disabled without substantial damage as a result of a minor problem such as brake malfunction, blown tire or engine failure should be removed without delay. Inyo Airport Operations may assist in removing disabled aircraft.

##### ***Substantial Damage:***

Aircraft receiving substantial damage as a result of landing, taking off or taxiing may not be removed in full or in part until NTSB or its designee grants permission. If an emergency condition exists that requires the immediate removal of the aircraft, the Airport Manager or their designee may take action as needed in accordance with section 4 listed below.

Local law enforcement will work with Inyo County, FAA, FBI and NTSB to the extent possible, any aircraft wreckage, cargo and mail aboard the aircraft. Furthermore, law enforcement is also responsible for all records, including those of flight recorders, and those records pertaining to the operation and maintenance of the aircraft and airmen involved in an accident or incident for which notification must be given, until the custody is taken or released by the NTSB or its designee.

Aircraft wreckage, mail and cargo may be disturbed or moved prior to the time the NTSB or its designee takes custody, only to the extent necessary to:

- (1) Remove persons injured or trapped.
- (2) Protect the wreckage from further damage.
- (3) To protect the public from injury.

Where it is necessary to disturb or move aircraft wreckage, mail or cargo, sketches, descriptive notes and/or photographs shall be made, if possible, of the

accident locale including original position and condition of the wreckage and any significant impact marks.

B. Off Airport Accidents (greater than 3-mile radius)

- Ascertain the name, address, telephone number of the informant and what was observed.
- Ascertain the location and direction to the accident.
- Ascertain if the aircraft was burning.
- Request the caller stay at a designated location and guide the response convoy to the scene.
- If less than 3 miles from the airport, activate the emergency plan above and notify the Inyo County Sheriff's Department.
- If greater than 3 miles from the airport, notify the appropriate emergency response agency and the airport Manager

3.1.4 Organization and Assignment of Responsibilities

A. Airport Manager:

- Will classify the nature of the emergency into one of the three alert levels identified in Section 2.3 and notify Inyo County Sheriff's Dispatch.
- Establish the EOC.
- Maintain overall responsibility.
- Notify appropriate airline or aircraft owner.
- If the emergency results in an incident or accident, or escalates in severity the Airport Manager will revisit the notification checklist, to the extent necessary. The nature of the situation will dictate the extent to which the notification checklist will be used.
- Ensure NOTAM's are issued correctly and as needed.
- Provide airport re-opening updates to FSS & Oakland Center, as requested/required.
- Ensure that airport surfaces are safe before re-opening any part of airfield and that the IC has released the surface for re-opening.
- Establish routing and escort services to and from the scene.

- Ensure access of owner-operator to Incident Command Post (located at event site).
- Ensure notifications, updates and other relevant information is relayed to FAA/TSA/NTSB Communications Centers.
- Record log of events and times.
- Verify security of scene.
- Activate the temporary morgue at Airport, which is stored south of Taxiway B.
- Handle media inquiries by establishing media area in the airport terminal building (if appropriate) until PIO is established or other location as needed.
- In non-airline situation or when no airline representative is available:
  - (1) Establish area for uninjured in the terminal building (or as needed).
  - (2) Provide for transportation, care and feeding of non-injured passengers from scene. The Red Cross may provide assistance.
  - (3) Have all personnel submit chronological report of activities from time of notification until resumption of normal duties after all has settled.

B. Inyo County Sheriff's Dispatch (Dispatch):

- Will initiate Emergency response notifications to the ICSD, BFD, SAS, BPD and CHP (as appropriate) of the emergency, providing as much information as possible per the information from Section 2.3. Following the emergency response notification, Dispatch will commence the notification checklist found in Attachment F.
- Take direction from the Incident Commander (IC) regarding Phase level of the emergency and additional (if any) emergency response notifications to be made.
- If conditions change during an emergency, requiring a change to the Alert Level, Dispatch will be notified by the IC and will initiate response notifications to meet the needs of the new Alert.
- The Dispatch will close the airport by calling the FSS and advising them of the emergency and that the airport is closed until further notice (Alert 3 only, as per Notification Checklist). Monitor the emergency and provide communication, emergency response, and telephone communication assistance as needed.

C. Bishop ARFF:

- During the course of an actual or imminent accident or incident on the airport involving fire or threat of fire, the Bishop ARFF or designee will be in charge and considered the IC and will determine priority of attention and removal of the injured.
- The IC is responsible for requesting additional supporting groups from Dispatch, and will determine when an emergency is terminated.
- Responding support personnel and equipment shall respond to the airfield Gate 1 located at the end of Airport Road.
- The Bishop ARFF will be operating the airport's fire truck from the on-site airfield fire house and the remaining BFD personnel & equipment will respond to the crash site with BFD apparatus.
- This Bishop ARFF shall determine if an immediate life threatening condition may exist and shall proceed to the accident site. The Bishop ARFF Team shall inform the IC of all actions being taken and ensure that the Airport has been NOTAM'd closed.
- If no immediate Bishop ARFF on-airport response is required, Bishop ARFF fire apparatus will stage at the air carrier apron unless the IC directs units to another location.
- The IC shall be responsible for all airport Common Traffic Advisory Frequency (CTAF) 123.0 communications and the movement/coordination of aircraft and emergency response personnel on the airport. This includes the responsibility of controlling the movements of aircraft and emergency response vehicles on movement and non-movement areas (runways, taxiways and ramp areas) to avoid any incursions or other hazardous conflicts.
- The IC will designate the site of ICP adjacent to the accident site.
- The IC is the On-scene Commander until turning over authority to the airport or other transportation official (NTSB, FAA, etc.).
- Bishop ARFF will stay with the emergency aircraft until the IC determines that no further hazard exists.
- Assist with body recovery as needed.

D. Regional Ambulance Service:

- Upon request from the ICSD, the RAS shall dispatch the appropriate number of ambulances to the airfield Gate 1.
- At the airfield emergency gate the ICSD or the CHP shall either send the RAS directly to the crash site (under escort) or stage the RAS at the designated staging area (see sub-paragraph E).



- First responding ambulance unit will send an individual to ICP to act as EMS Sector Command.
- If the RAS is staged at the staging area they shall wait for instructions from the IC.
- The RAS shall be under escort of the ICSD, CHP or airport maintenance/operations at all times, unless otherwise directed by the IC.
- Assist with body recovery as needed.

E. Inyo County Sheriff's Department & Bishop Police Department (BPD):

- Police officer to the Airfield Gate 1:
  - (1) First officer to ensure gate is open.
  - (2) Control entry of emergency vehicles only.
  - (3) Await arrival of second officer.
  - (4) Then the senior officer shall proceed to ICP and other officer remains at gate access control.
  - (5) The senior officer shall act as Security Sector Commander until relieved by higher BPD/ICSD authority.
  - (6) Assist in establishing perimeter security.
  - (7) Request additional officers as necessary.
  - (8) Provide airfield vehicle escort as needed.
  - (9) Corridor assistance (establish, mark).
  - (10) Call medical examiner (if needed).
  - (11) Call in additional police officers as deemed necessary (BPD, Sheriff).
- Additional officers to:
  - (1) Secure all airport gates.
  - (2) Traffic control in front of terminal.
  - (3) Ensure airport perimeter security.
  - (4) Patrol to pick up unauthorized persons inside airport perimeter.
  - (5) Control media.
  - (6) Assist at the ICP.
  - (7) Secure uninjured passenger and family areas in the terminal building or another designated area.
  - (8) Direct evacuations as necessary.
  - (9) Assist with body recovery as needed.

Law enforcement officials will confirm with the IC that the Airport closure NOTAM has been filed prior to releasing emergency vehicles onto the Airport.

F. Airfield Operations:

- Provide airfield escorts to emergency vehicles.

- Mark corridors for emergency vehicles.
- Act as runners.
- Coordinate airport closures with the airport Manager and as soon as possible:
  - (1) During daylight hours ensure each closed runway approach end is marked with a yellow X or lighted X
  - (2) During nighttime hours turn off all closed runway edge lighting
- Any other task deemed necessary.

G. Airline Personnel:

- Provide accurate manifest of aircraft occupants, cargo and other appropriate information.
- Responsible for needs and transportation of uninjured passengers and crew.
- Responsible for removal of aircraft, cargo and baggage after rescue operations are complete and the NTSB gives its permission.
- Responsible for family and friends of passengers either on or off airport, as needed.
- Send supervisor to IC.

H. NTSB and FSDO:

- Responsible for accident investigation.
- Release to owner/operator for aircraft removal.
- Provide guidance as to the disposition of the accident.

I. Outside Rescue and Fire Fighting Units:

- Outside units will report to the Airfield Gate 1, unless otherwise directed, for staging.
- Stand by in staging area for escort and/or instructions.
- Personnel arriving in personal vehicles shall park in the public parking lot and walk in to Gate 1.

J. Aircraft Removal Responsibilities:

NTSB or its designee is responsible for taking custody of the aircraft and its contents from the time the accident occurs until their full investigation is completed or a release is given. In most cases, the NTSB or its designee will, after initial investigation, authorize the removal of the aircraft to a selected place for further investigation. Custody is still maintained by the agency until officially released. The operator must record secondary damage to the aircraft or contents during removal.

- Airport Management

In the event the aircraft owner/operator fails to move the aircraft as directed by Airport management within what is deemed by Airport management to be a reasonable period of time, the Airport Manager or their designee will arrange for aircraft removal at the owner/operator's expense and without liability for damage resulting from said removal.

- Air Carrier

- (1) Notify NTSB.
- (2) Arrange for removal of all cargo, baggage and mail when authorized by NTSB.
- (3) Coordinate all operations relating to aircraft removal with Airport management.
- (4) Airline shall be fully responsible for all costs associated with the recovery of the disabled aircraft, to include but not limited to, airport property damage.

- Non-Air Carrier Owner/Operators

- (1) Notify NTSB.
- (2) Designate individual with authority to make all technical and financial decisions relating to removal of disabled aircraft.
- (3) Aircraft owner/operator/pilot is responsible for all costs associated with the recovery of the disabled aircraft, to include but not limited to, airport property damage.

### 3.1.5 Administration and Logistics

Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.1.6 Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.1.7 Authorities and References

Reference the Authorities and References section in the basic plan.

## 3.2 STRUCTURAL FIRES

### 3.2.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of an on-airport structural fire.

### 3.2.2 Situation and Assumptions

Structural fires on airport shall be called into ICSD via the 760-878-0383 or 911 system, where the BFD is the responsible responder. The BFD response time is 10-12 minutes for initial response (one truck with four responders) and 15-20 for a full response team.

Fire hydrant locations are depicted on the Airport Grid Map, see Appendix A. The hydrants are supplied by a fire suppression well, which is activated automatically when the hydrants are opened.

There is no sprinkler system in the terminal building or in the hangars. The emergency shutoff for the above ground fuel tanks is located approximately 400 feet to the west. For additional information on Protective Actions see Section 2.5.

### 3.2.3 Operations

ICSD/BPD directs off-airport traffic and maintains clear access to airport gates for firefighting equipment.

The Airport Manager shall determine the hazard level to aircraft operating on any paved surfaces adjacent to active structural fires and close affected surfaces as needed.

### 3.2.4 Organization and Assignment of Responsibilities

BFD is responsible for structural fire suppression in the facilities on the airport. All buildings on KBIH Airport are accessible by normal roads or airport non-movement areas. BAA will respond to structural fires and provide initial fire suppression operations until BFD arrives. At that time BAA will provide back up as directed by the BFD Chief or his/her designee. Airport Operations staff and airport tenants, such as airline and TSA representatives, will assist in emergency evacuation procedures for fires within the airport terminal.

The Airport Manager and/or the Airport Operations Supervisor shall be notified immediately by Airport Operations, local Airline or ICSD when a fire is reported. Airport Operations personnel can be recalled if necessary during non-duty periods.

Airport management will determine the need to close or restrict the use of runways or taxiways or to reduce the airport index due to the involvement of ARFF equipment in structural fire-fighting operations either on or off airport.

### 3.2.5 Administration and Logistics

Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.2.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.2.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.3 NATURAL DISASTERS

### 3.3.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of high winds, tornadoes, thunderstorms, severe winter storms, landslides, and/or earthquakes.

### 3.3.2 Situation and Assumptions

Severe weather will include any events classified as thunderstorms, tornadoes, severe winter storms, landslides, and/or earthquakes.

Thunderstorms typically produce heavy rain for a brief period, anywhere from 30 minutes to an hour. The main concerns during a thunderstorm are lighting, high winds, hail, and landslides (in isolated cases and during extended and continual storm events). A thunderstorm is considered severe if it produces hail at least three-quarters of an inch in diameter, has winds of 58mph or higher, or produces a tornado. Tornadoes are very destructive and can produce winds from 100 to 300 mph.

Storm Type	Definition
<b>Severe Thunderstorm Watch</b>	Conditions are favorable for severe thunderstorms, frequent lightning, hail, and high winds to develop in the area.
<b>Severe Thunderstorm Warning</b>	Severe thunderstorms containing most or all of the above-mentioned elements have been spotted and are occurring. Wind speed and direction of travel are usually given.
<b>Tornado Watch</b>	Tornadoes are possible, but unusual, in the area.
<b>Tornado Warning</b>	Tornadoes are occurring, spotted, or radar indicated.

During extended and continual rain events, minor landslides are possible in the embankments and slopes at the outer edges of Runway 17, Runway 35 and Runway 30 Safety Areas.

When lightning is reported within the vicinity of the airport, all mobile re-fuelers are advised to cease operations.

During severe winter storms, the Airport will enact its snow emergency plan (see Appendix B of the ACM) which includes snow removal operations, application of deicing chemicals, field condition testing/reporting, closure of the Airport and issuance of NOTAMs.

Earthquakes and aftershocks, in the vicinity of KBIH, have the potential to cause damage to the Airport including pavements and buildings.

Activation of the EOC is left to the discretion of the IC. The National Weather Service (NWS) offers evacuation and sheltering-in-place checklists and recommendations which include closing all doors and windows, sealing gaps under doors and around windows, turning off heating and air conditioning systems, sealing exhaust fans, dryer vents, etc., locating everyone into one room, etc.

### 3.3.3 Operations

Airport management (to the extent possible) monitors the National Weather Service severe weather warning system.

When aware of impending severe weather, the Airport Manager or their representative shall ensure that all affected tenants are properly notified so that the appropriate action to secure buildings and aircraft can be taken.

If a natural disaster results in severe damage the airport will call the ICSD duty officer for assistance. See AEP Section 2.4 (Alert Warnings and Notification) and Section 2.5 (Protective Actions Section) for more information.

### 3.3.4 Organization and Assignment of Responsibilities

#### A. Airport Management

Based on watches and warning issued by the NWS, the Airport Manager determines whether or not maintenance workers and electricians should be placed on-call or re-called to the Airport before, during or after the natural disaster. It is the responsibility of the Airport to notify tenants of impending natural disasters and update them as needed during a natural disaster. Airport Management is also responsible for ensuring appropriate NOTAMs are issued and for ordering evacuations or sheltering in place.

The AEP is activated if the natural disaster becomes life threatening.

#### B. Airport Operations/Management

- (1) Maintain continuous weather watch during all periods of inclement weather utilizing:
  - a) National Oceanic and Atmosphere Administration (NOAA) and NWS.
  - b) FSS when available
  - c) Atmospheric sensors measuring air temperature, dew point, wind direction, wind velocity, and precipitation.
- (2) Keep key airport personnel, fueling operations, and airport tenants advised of severe weather forecasts, updates, and alerts via either:
  - a) Telephone
  - b) Two-way radio
  - c) Email Advisories
- (3) In the event of a severe weather watch, the following steps should be taken in order to prevent or minimize damage to aircraft during tornadoes and thunderstorms:
  - a) Activate initial call list, as applicable. The contact list for all tenants and key personnel can be found in Attachment C.
  - b) Check ramp areas and tie downs, terminal facilities, to make certain aircraft and support equipment are as secure as they can be.
  - c) Take quick survey of any airport equipment or materials that can be blown about or damaged by hail or windborne objects. These items should be secured inside a building or structure or adequately covered and secured.
  - d) Airport grounds should be cleared of litter and other objects.
  - e) All electrical equipment not in use should be stored or grounded.
  - f) All fueling operations at fuel farms shall cease during thunderstorms.
  - g) Monitor the grounds for damage.

- h) If significant damage has occurred, the Airport engineer shall be contacted and conduct a structure integrity assessment.
  - i) Once the severe weather alert/actual event has passed, Airport Operations should notify all affected parties of the 'all clear'.
- (4) In the event of a winter storm events issued by the NWS, the Airport will enact its snow emergency plan (see Appendix B of the ACM) which includes snow removal operations, application of deicing chemicals, field condition testing/reporting, closure of the Airport and issuance of NOTAMs.
- (5) In the event of continual and extended rain events, Airport Management will inspect all embankments and slopes adjacent to KBIH runway safety areas. If anything unusual is discovered or noted, the California Office of Emergency Services (CalOES) will be notified and NOTAMs will be issued for any affected airfield areas.
- (6) In the event of alerts from United States Geological Survey (USGS) regarding earthquakes and aftershocks in the vicinity of KBIH, Airport Management will survey the Airport including all pavements for potential earthquake-related damage.

### 3.3.5 Administration and Logistics

Bishop Airport Management will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.3.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.3.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.



## 3.4 HAZARDOUS MATERIALS/DANGEROUS GOODS

### 3.4.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of an incident involving hazardous materials or dangerous goods.

### 3.4.2 Situation and Assumptions

Hazardous materials known to be located on the Airport include Jet A, Aviation Gas and Diesel. Quantities and locations of these substances are listed in the table below:

<b>Tank</b>	<b>Qty</b>	<b>Volume (Gallons)</b>	<b>Contents</b>	<b>Storage Area / Use</b>
1	1	12,000	Jet A	Fuel Farm / Aircraft fuel
2	1	12,000	Aviation Gasoline	Fuel Farm / Aircraft fuel
3	1	510	Diesel	Generator yard / Emergency generator fuel
4	1	3,000	Jet A	Mobile Fuel Truck / Aircraft fuel
5	1	2,000	Jet A	Mobile Fuel Truck / Aircraft Fuel
6	1	800	Aviation Gasoline	Mobile Fuel Truck / Aircraft Fuel

The transportation corridor for fuel resupply shipments runs along Poleta Road to Airport Road. Fuel tankers enter the AOA through Gate 1, which is immediately adjacent to the fuel farm.

Any information received by the Airport concerning potential or actual hazardous material including chemical, biological, or radiological material on the airport beyond those listed above, shall be immediately reported to the Airport Manager or their representative, BFD, TSA and ICSD/BPD. BFD and ICSD/BPD will contact appropriate agencies.

### 3.4.3 Operations

If an aircraft is involved in a Hazmat emergency, the Airline, Airport, or emergency services shall direct the aircraft to park on Runway 8/26, 1,000 feet west of Runway 12/30, until the proper city and/or state organizations have given the all clear signal. Runways and taxiways will be closed as necessary to implement this plan.

### 3.4.4 Organization and Assignment of Responsibilities

The Airport Manager or their representative will notify CalOES. The IC will be the Hazardous Materials Coordinator for the State of California.

**Regulations.** There are several regulations and standards which address emergency response to hazardous materials emergencies:

- A. 29 CFR Part 1910, Hazardous Waste Operations and Emergency Response (OSHA 1910.120 – HAZWOPER).

This rule regulates the safety and health of employees involved in, among other things, any emergency response to incidents involving hazardous substances. These standards apply to all private employees and to all Federal employees through Executive Order No. 12196 - Occupational Safety and Health Programs for Federal Employees.

- B. 40 CFR Part 311, Worker Protection.

This rule applies the same substantive provisions of OSHA 1910.120 to state and local employees in States that do not have a Plan approved under the OSH Act. Further, EPA has defined the term “employee” of state and local governments to include both compensated and non-compensated workers.

- C. State Regulations.

Many states have promulgated their own regulations and standards that meet or exceed those of OSHA.

**Training.** Based upon the role of the emergency responder, certain levels of training are required.

- A. First Responder Awareness Level

This covers individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying proper authorities of the release. Examples of these individuals on the airport might be Operations personnel conducting inspections, security personnel on patrol, air cargo employees.

- B. First Responder Operations Level

This covers individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release. Many ARFF personnel have received this level of training.

### C. Hazardous Materials Technician/Specialist

This covers individuals who try to stop the release. This is usually accomplished by members of a local or State-certified Hazardous Materials Response Team.

### D. Levels of Training.

Certain levels of training must be certified by employers and annual refresher training is required.

**Emergency Preparedness Organizations.** Airport Management will work closely with the local emergency preparedness organizations and discuss during the next mutual aid tabletop. Most, if not all, of these organizations have already identified the potential risk areas. For example, Title III of the Superfund Amendments and Reauthorization Act (SARA) requires facilities to notify the State Emergency Response Commission (SERC) and the Local Emergency Planning Commission (LEPC) if they have present any of the substances designated by the EPA as an “extremely hazardous substance” when the amount on hand exceeds the EPA-defined “threshold planning quantity.” These facilities must submit information regarding the presence and location of these materials to the LEPC, SERC, and local fire department. The LEPC is also entitled to information from facilities subject to SARA Title III that may be necessary for emergency planning, and the LEPC is required by SARA Title III to address routes for transportation of extremely hazardous substances in emergency planning.

For general transportation accidents, the Emergency Response Guide recommends contacting the Chemical Manufacturer’s Association’s Chemical Transportation Emergency Center (CHEMTREC) with initial requests for assistance.

- A. If radioactive materials are involved, notification is typically made to the State Department of Public Health or Department of the Environment so that detection and monitoring can take place. For incidents involving nuclear weapons, notification should be made to the nearest military base and to the Joint Nuclear Accident Coordinating Center (JNACC) at (703) 325-2102. Information concerning JNACC can be obtained online.
- B. If infectious (etiological) agents are involved, local and/or State Health Departments should be notified. Officials in these departments have the responsibility for notifying the Emergency Response Coordinator for the CDC at 404-639-0615. Information concerning support from the CDC is located at [www.emergency.cdc.gov](http://www.emergency.cdc.gov).

### 3.4.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources

procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.4.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.4.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.5 BOMB THREATS AIRCRAFT/STRUCTURAL

### 3.5.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of an aircraft or structural bomb threat.

### 3.5.2 Situation and Assumptions

When passengers and the pilot in command are aboard an aircraft, the pilot is in full command and the safety of passengers is of utmost importance.

### 3.5.3 Operations

The following agencies (found in Attachment C) will be notified:

- Airport Manager
- Inyo County Sheriff's Department
- California Highway Patrol
- Bishop Fire Department
- FBI
- Riverside FSS
- FAA Communication Center
- TSA

#### A. Aircraft

Airport Management or communicating representative shall direct aircraft to park on Runway 8-26, 1000' west of Runway 12-30, which will be closed by NOTAM.

#### B. Structural

The decision to evacuate will be made by the Airport Manager or ICSD based upon the following elements:

- The probability of the existence of the device
- The type of device involved
- Location of the device
- Time element

The Airport Manager or their delegate will determine evacuation routes. All ground level doors will be used for evacuation. As many doors as possible will be left open to minimize the bomb blast. Evacuees will be directed immediately to the public parking lot at least 300' from the terminal. Maps of Airport and surrounding area can be found in Attachment A and B.

Upon notification, the building will be searched by the ICSD; under no circumstances will any unidentified objects be touched or removed by anyone other than qualified personnel.

### 3.5.4 Organization and Assignment of Responsibilities

Airport Management:

#### A. Aircraft Bomb Threat

- Notify the ICSD, CHP, and BFD and give pertinent details.
- Notify the aircraft operator and give appropriate details.
- Notify the FAA Administrator, TSA and FBI.

#### B. Structural Bomb Threats

- In the absence of Federal Authorities having jurisdiction, the Airport Security Manager (ASC) TSA 49 CFR part 1542, will make all decisions on actions to be taken.
- Use only the telephone system or public address system. Do not use two way radios.

Media inquiries shall be directed to the ICSD Public Information Officer.

### 3.5.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.5.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.5.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.6 FUEL SPILL / FUEL FIRE

### 3.6.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of a fuel spill or fuel-related fire.

### 3.6.2 Situation and Assumptions

The above-ground fuel farm is located along the western edge of the Terminal ramp and is owned and operated Inyo County/Bishop Airport. Storage capacity includes 12,000 gallons Jet-A and 12,000 gallons 100 LL. Jet-A is dispensed with two (2) Jet-A trucks. Jet-A Truck-1 has a capacity of 3,000 gallons and Jet-A Truck-2 has a capacity of 2,000-gallon. The airport operates a 100LL mobile-fueler with a capacity of 800 gallons. Additionally, the airport provides Self-service fueling for Jet-A and 100LL.

BAA has the primary responsibility for fuel farm/storage area fires; BFD will provide backup if requested by BAA through Dispatch (760-878-0383 or 911 system). Once the fuel farm fire is contained, Airport Operations staff will follow procedures in the Spill Prevention, Containment and Countermeasures Plan (SPCC) to contain and clean up the spill, and notify the appropriate agencies.

The Bishop ARFF shall be notified if a spill covers over 10 feet in any direction or is over 50 square feet in area, continues to flow, or is otherwise a hazard to persons or property. The spill shall be investigated to determine the cause, to determine whether emergency procedures were properly carried out, and to determine the necessary corrective measures.

### 3.6.3 Operations

Fire extinguishers are provided in all fueling trucks and adjacent to all fuel pumps. Bishop Airport Operations trains all personnel in fuel spill response and emergency procedures for a fuel fire. A fuel spill clean-up kit is kept on the west side of the fuel farm.

A fuel spill that exceeds the capacity of the fuel farm fire extinguishers (as described in Section 3.6.2) requires notification of BAA.

### 3.6.4 Organization and Assignment of Responsibilities

BAA is responsible for fire suppression and containment in all fuel farm and fuel storage areas. The BAA will determine if any additional outside resources are needed, and instruct Dispatch to notify the BFD if necessary. Airport Grid Map Diagrams are in every BFD vehicle (Attachment A).

### 3.6.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.6.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.6.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.7 MOVEMENT AREA POWER FAILURE

### 3.7.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of a power failure involving electrical equipment for the movement area.

### 3.7.2 Situation and Assumptions

Electric power to the Airport is supplied by Southern California Edison.

The Airport has one generator, located in the electrical vault, capable of supplying power for the airfield lighting systems, should commercial electrical service fail. This generator is programmed to start and transfer to emergency power immediately upon loss of commercial power. The generator is 150KW with enough fuel to run for 3 days continuous running.

The generator is tested every Tuesday to ensure it is operating properly. The Airport staff provides maintenance for the generator in accordance with manufacturer's recommendations.

The generator provides emergency power to all airfield lighting, NAVAIDs, the public portions of the airport terminal. The ASOS, owned and maintained by the National Weather Service, receives emergency power from a backup battery located in the Airport Annex building, which lasts for 45 minutes.

### 3.7.3 Operations

In the event that power cannot be immediately restored to all or part of the movement area, appropriate NOTAMs will be issued by Airport management in accordance with Section 339 of the ACM.

### 3.7.4 Organization and Assignment of Responsibilities

Airport Management will issue appropriate NOTAMs until Airport Maintenance is able to restore power to the movement area. Airport Management will communicate any prolonged outage to airport tenants.

### 3.7.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.7.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.7.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.8 SABOTAGE / AIRCRAFT PIRACY / INTERFERENCE

### 3.8.1 Purpose

The information contained in this Hazard-Specific section defines responsibilities and actions to be taken in the event of interference or sabotage of an aircraft, or aircraft piracy.



### 3.8.2 Situation and Assumptions

When passengers and the pilot in command are aboard an aircraft, the pilot is in full command and the safety of passengers is of utmost importance.

### 3.8.3 Operations

Aircraft will be directed to park on Runway 8-26, 1000' west of Runway 12-30. If the aircraft is on the ground, the ICSD will stand by at a distance recommended by the ranking law enforcement authorities to assure safety of personnel.

### 3.8.4 Organization and Assignment of Responsibilities

#### A. Aircraft Piracy

Upon determination that an act of piracy is in progress, the following groups (information can be found in Attachment C) will be notified:

- Airport Manager
- ICSD/BPD
- FBI
- FAA/Oakland Center
- TSA
- Bishop Fire Department

#### B. Sabotage

Upon indication of possible sabotage of equipment or property of either the airport or other airport tenants, the Airport Manager shall notify the BPD/ICSD, FBI, TSA and the FAA Administrator for proper investigation.

#### C. Interference

The sabotage, piracy or interference of civil aircraft engaged in interstate operations is a federal offense and is within the jurisdiction of the TSA and FBI. The TSA has jurisdiction when the aircraft door is closed and the FBI has jurisdiction when the aircraft door is open. The Airport Manager will always take appropriate action in the management of incidents relating to the security of civil aviation. Furthermore, the ICSD/BPD, FBI, TSA and the FAA Administrator will be notified of all unlawful interference to civil aviation operation. Prior to the FBI arriving on the scene, the IC would be the TSA. If the case that no one from the TSA is on the scene, then the Airport Manager or the ICSD will be the IC.

### 3.8.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.8.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.8.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.9 CROWD CONTROL

### 3.9.1 Purpose

The information contained in this hazard-specific section is intended to supplement the Basic Plan and Functional Annexes of the AEP. It defines responsibilities and describes actions to be taken in the event a crowd control incident or problem occurs.

### 3.9.2 Situation and Assumptions

With limited facilities and resources at the airport, combined with the surrounding population, the opportunity and probability for large scale demonstrations at KBIH are limited. According to AC 150/5200-31C:

**Peaceful assembly at the airport.** Peaceful assemblies often are impromptu, particularly if a VIP is suddenly recognized. The following are a partially listing of peaceful assemblies that may happen at an airport:

- (1) Arrival or departure of VIPs, celebrities, athletes, or other public or elected figures
- (2) A welcoming reception was given by a new carrier to the terminal
- (3) Community air shows and static displays of aircraft for public viewing
- (4) Aircraft incidents and accidents

**Disruption for Hostile Reasons.** There are circumstances that bring people to the airport to protest, voice dissatisfaction, or vent their anger. Such circumstances may stimulate deliberate attempts to interfere with operations or to commit sabotage – for instance:

- (1) Arrival of a controversial person or group

- (2) A period of civil unrest nationally, regionally, or locally
- (3) A period of serious international tension
- (4) Labor/union-supported strikes

### 3.9.3 Operations

Crowd Control to prevent interference with airside or landside operations, is vested in the Airport Operations staff, with backup from the ICSD/BPD as necessary. Airport Operations combined with law enforcement will ensure the security of all airport access gates to keep any and all unauthorized people off of the non-public areas of the airport.

The sheriff deputy/police officer-in-charge will be the IC and delegate areas of responsibility. Plans are formulated among all agencies before the gathering of known crowds. Spontaneous collection of people will be reported to and controlled by the ICSD/BPD.

The following agencies (contact information is in Attachment C) will be responsible for crowd control and safe passage of emergency vehicles:

**Primary:** Inyo County Sheriff's Department  
**Secondary:** Bishop Police Department

The Airport Manager will notify all tenants of any crowd control issues or events. The Airport Manager and staff will be responsible for checking all vehicle and pedestrian gates and all doors in the terminal building are locked and secured.

### 3.9.4 Organization and Assignment of Responsibilities

The Airport Operations staff, ICSD, and BPD are responsible for all crowd control and law enforcement at the airport. CHP statewide resources are available to support local personnel should the situation permit. CalOES will be notified in the event of a large scale or violent demonstration.

### 3.9.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.9.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.9.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.10 EPIDEMIC / DISEASE

### 3.10.1 Purpose

The information contained in this hazard-specific section is intended to supplement the Basic Plan and Functional Annexes of the AEP. It defines responsibilities and describes actions to be taken in the event an epidemic incident or problem occurs.

### 3.10.2 Situation and Assumptions

With limited facilities and resources at the airport, combined with the surrounding population, the opportunity and probability for large scale epidemic outbreak at KBIH are unlikely.

### 3.10.3 Operations

In the event of the potential spread or outbreak of disease is reported by an incoming flight crew, the Aircraft, passengers, and/or cargo will be quarantined in the area designated on the Airfield Grid Map in Attachment A. The following information will be requested from the flight crew:

- Number of passengers on board
- Number of crew members of board
- Number of suspected cases on board
- Point of contact
- Call back information
- Ill traveler's name and age (indicate passenger or crew)
- Seat number or work area
- City of departure, and countries visited in the last 3 weeks
- Symptoms that brought the ill traveler to your attention

The Inyo County Health Officer (ICHO) will be notified. Symons Ambulance Service will be requested to perform reconnaissance in proper level of PPE.

Airport Management will be the IC and coordinate with the airline or aircraft operator and delegate areas of responsibility until the ICHO and/or authorities from the Center for Disease Control (CDC) and CalOES arrive on site. The ICSD will be activated to provide security if required.

### 3.10.4 Organization and Assignment of Responsibilities

The ICHO is the local health authority with jurisdiction over instances of suspected cases of severe contagious diseases arriving at KBIH. The CDC and CalOES will be involved, to varying degrees, in all disease-related and epidemic issues at the Airport. The ICSD will be activated to provide security if required.

### 3.10.5 Administration and Logistics

The Bishop Airport will be responsible for all Airport resource procurement and record keeping. All other agencies supporting the Bishop Airport during a major disaster/emergency will be responsible for their own record keeping and resources procurement unless they request such assistance from the Airport. Additional resources may be obtained through other municipal departments in conjunction with other emergency plans serving the region.

### 3.10.6 Plan Development and Maintenance

Reference the plan development and maintenance section in the basic plan Section 1.7.

### 3.10.7 Authorities and References

Reference the Authorities and References section in the basic plan and Attachment D for copies of related mutual aid agreements.

## 3.11 WATER RESCUE

### 3.11.1 Purpose

The information contained in this hazard-specific section is intended to supplement the Basic Plan and Functional Annexes of the AEP. It defines responsibilities and describes actions to be taken in the event of the need to conduct a water rescue.

### 3.11.2 Situations and Assumptions

Section 139.325(f) requires an emergency plan to contain provisions, to the extent practicable, for the rescue of aircraft accident victims from significant bodies of water or marsh lands adjacent to the airport that are crossed by the approach and departure flight paths of air carriers. A body of water or marsh land is significant if the area exceeds one quarter square mile and cannot be traversed by conventional land rescue vehicles.

There are no bodies of water within 5 miles of Bishop Airport meeting the definition in Part 139.

### 3.11.3 Operations

There are no bodies of water within 5 miles of Bishop Airport.

### 3.11.4 Organization and Assignment of Responsibilities

There are no bodies of water within 5 miles of Bishop Airport.

### 3.11.5 Administration and Logistics

There are no bodies of water within 5 miles of Bishop Airport.

### 3.11.6 Plan Development and Maintenance

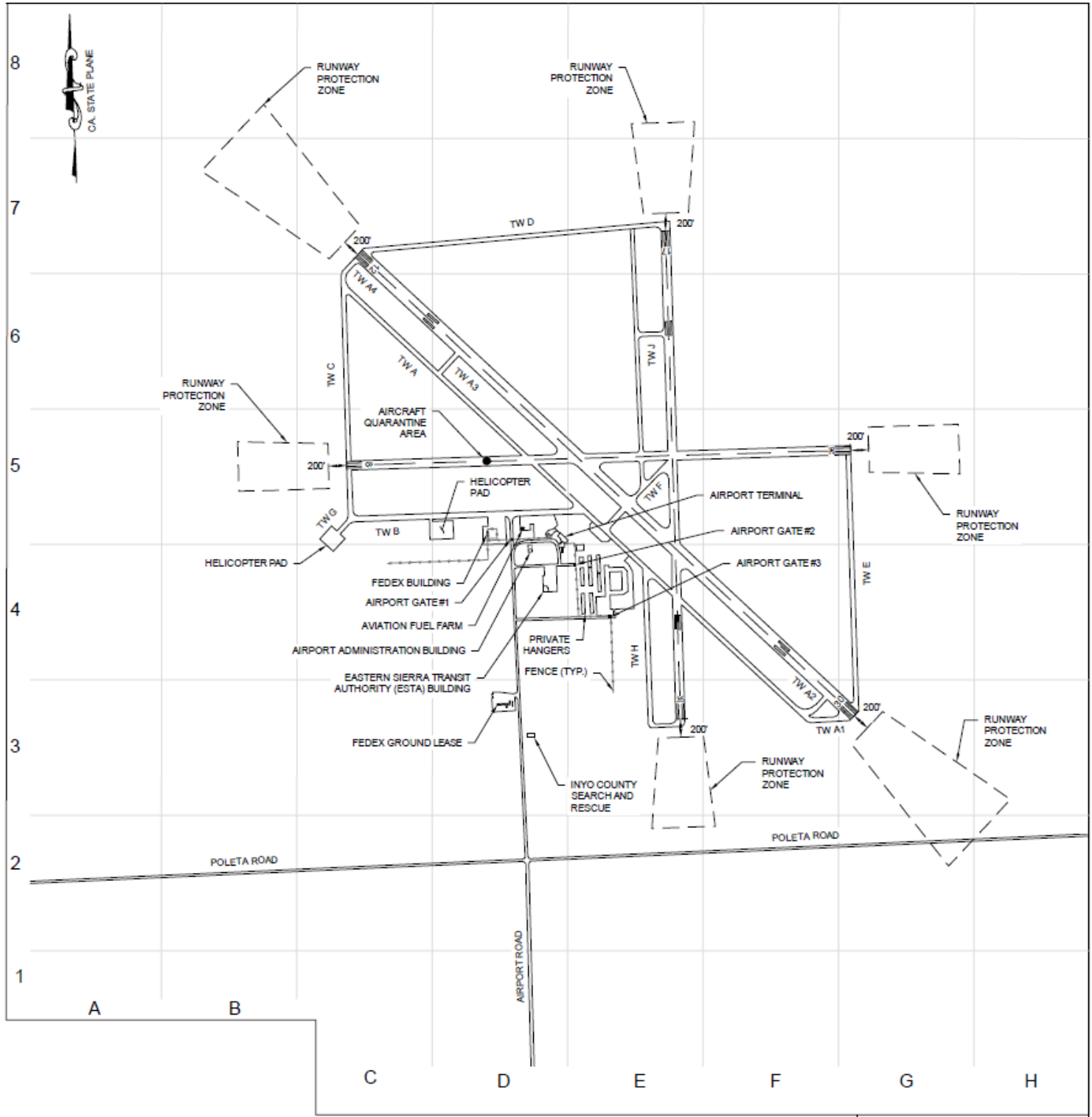
There are no bodies of water within 5 miles of Bishop Airport.

### 3.11.7 Authorities and Reference

There are no bodies of water within 5 miles of Bishop Airport.

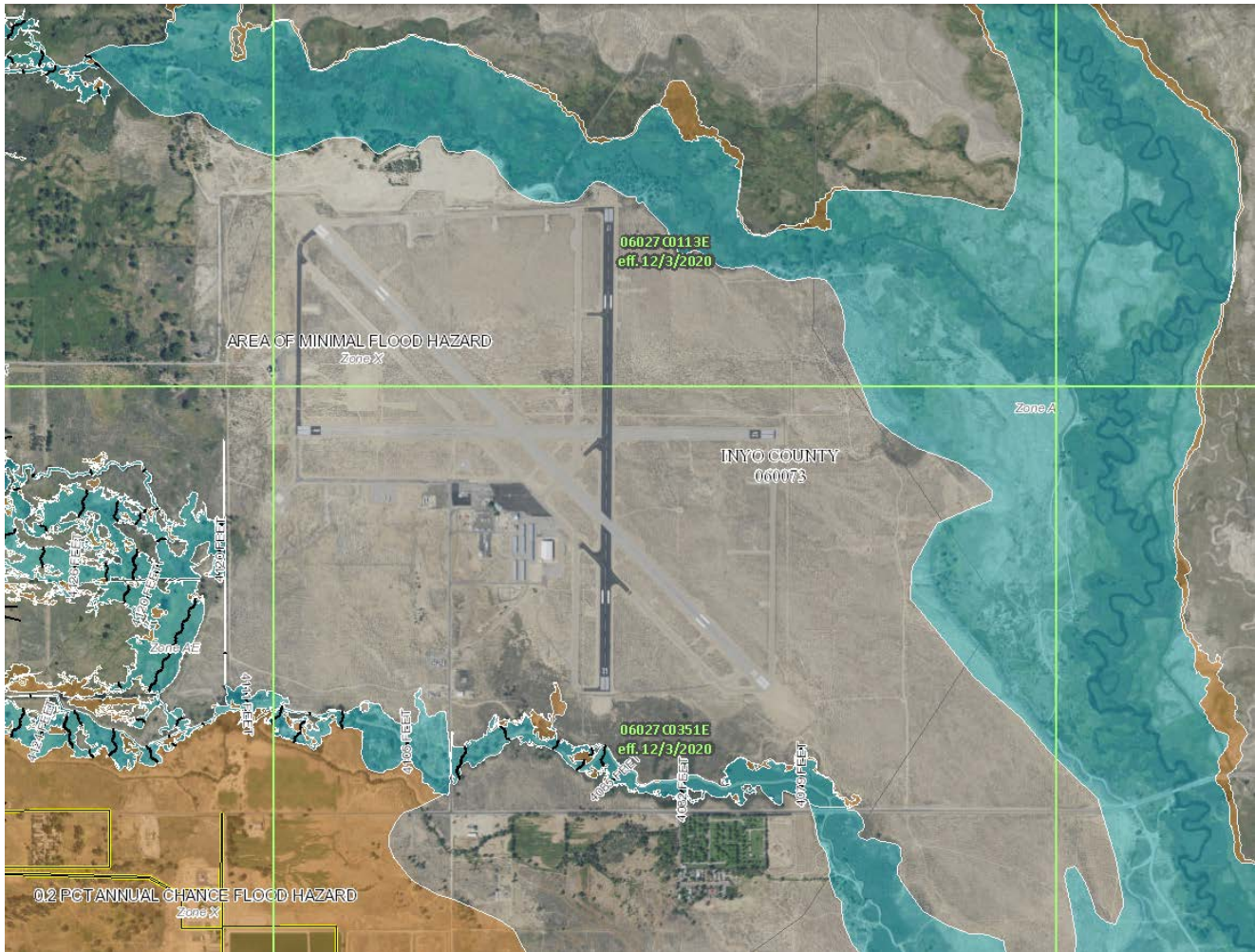
# ATTACHMENT A

# BISHOP AIRPORT GRID MAP





# ATTACHMENT B FEMA'S NATIONAL FLOOD HAZARD LAYER





## ATTACHMENT C      QUICK REFERENCE EMERGENCY NOTIFICATION LIST

<b>PRIMARY NOTIFICATION LIST</b>	
Police/Fire/Medical	<b>911</b>
<b>FIRE RESPONSE, LAW ENFORCEMENT, &amp; EMERGENCY SERVICES</b>	
Inyo County Sheriff's Department	760-878-0383
Inyo County Office of Emergency Services	760-878-0395
Bishop Fire Department	760-873-5485
Bishop Police Department	760-873-5823
California State Police	760-872-5150
California State Police – Bishop Communication Center	760-872-5900
<b>AIRCRAFT ACCIDENT/INCIDENT NOTIFICATION</b>	
FAA OPERATIONS Command Center (Renton, WA)	425-227-1999
NTSB National Transportation Safety Board (NTSB)	844-373-9922
NTSB Regional Office in Washington state (Business Hours)	252-874-2880
FBI	800-225-5324
Transportation Security Administration	650-266-1966
FAA Airport Division	310-725-3620
<b>MEDICAL &amp; HEALTH ORGANIZATIONS</b>	
California Emergency Medical Services Authority	916-431-3659
Symons Ambulance Service	760-873-8904
Inyo County Public Health	760-873-7868
<b>MEDIA OUTLETS</b>	
Sierra Wave Radio	760-873-5329
Inyo Register	760-873-3535
KIBS Radio Station	760-873-6324

## ATTACHMENT D      MUTUAL AID

**Inter-agency Assistance Mutual Aid Agreement (Law Enforcement):** A joint agreement between Inyo County Sheriff, City of Bishop Police Department, and Mono County Sheriff to provide law enforcement resources in the event of an emergency.

**Bishop Fire Department:** Bishop Fire Department is a cooperation between the Bishop Rural Fire Protection District (BRFPD) and the City of Bishop that provides fire protection and other emergency services in the Bishop area. The Bishop Airport is within the jurisdiction of the BRFPD, and is therefore served by the Bishop Fire Department.

**Symons Ambulance Service:** Contract between Symons Emergency Specialties, Inc DBA Symons Ambulance and Inland Counties Emergency Medical Agency (ICEMA) for Ground Medical Transportation Services in Inyo County Exclusive Operating Area 1. ICEMA is the governing body for Inyo, Mono and San Bernardino counties. Symons Ambulance is required by the contract to respond to all 9-1-1 requests for service with an Advanced Life Support ambulance. The Bishop Airport is within the 9:59 Response Time zone.

## **Interagency Assistance Mutual Aid and Joint Training Agreement**

**This Mutual Aid and Joint Training Agreement made and entered into by and between the County of Inyo on behalf of its Sheriff's Department and District Attorney's Office, the City of Bishop on behalf of its Police Department, and Mono County, on behalf of its Sheriff's Department.**

**Whereas**, the law of the State of California provides that each public entity within the State of California is empowered to make and enter into Mutual Aid Agreements with other contiguous public entities within the State to more effectively allocate law enforcement and other public safety services during emergency situations;

**Whereas**, the undersigned public entities that are parties to this Mutual Aid Agreement must confront numerous threats to public health and safety, including but not limited to natural or manmade disasters;

**Whereas**, none of the law enforcement agencies party to this Agreement possess all of the necessary resources to cope with every possible law enforcement emergency or disaster by themselves, and an efficient, effective response can best be achieved by the application and leveraging of the collective resources of these law enforcement agencies both through joint training and joint response;

**Whereas**, the parties to this Agreement have determined that it is in their collective best interest to develop and implement comprehensive preparedness plans and conduct joint training exercises in advance of a sudden and immediate need to enhance the efficiency and effectiveness of their response to any emergency or disaster;

**Whereas**, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event that an emergency situation should occur by the interchange of law enforcement services; and

**Whereas**, it is necessary and desirable that a Mutual Aid Agreement be executed for the interchange of such mutual assistance and training on a local, county, and/or regional basis.

**Now, therefore**, it is hereby agreed by and between each and all of the parties hereto as follows;

### **Article I: Definitions**

***Assisting Agency:*** A law enforcement agency providing law enforcement manpower, equipment, and resources to a law enforcement agency from another jurisdiction which is participating in the regional Mutual Aid and that has requested assistance to confront an emergency.

***Requesting Agency:*** A law enforcement agency under an emergency condition that has requested assistance from a law enforcement agency participating in the regional Mutual Aid

***Emergency:*** Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment and is beyond the capacity of an individual agency to effectively control.

***Mutual Aid:*** A prearranged written agreement and plan whereby assistance is requested and provided between two or more jurisdictions during an emergency under the terms of the Agreement.

**Staging Area:** A location identified outside the immediate emergency area where law enforcement equipment and personnel assemble for briefing, assignment, and related matters.

**Authorized Representative:** The chief executive officer of a participating law enforcement agency, or his or her designee, who has authorization to request, offer, or provide assistance under the terms of this Agreement.

**Period of Assistance:** The period beginning with the departure of personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance exclusively to the requesting agency and ending on the return of all the assisting party's personnel and equipment to their regular place of work or assignment, or as otherwise terminated through written or verbal notice of the designated agency official by the designated official of the assisting party.

**Joint Training Exercise:** An event planned by a party or parties to this Agreement for the purpose of providing experience and skills to employees or volunteers of their agency potentially involved in the provision of mutual aid under this Agreement and in which employees or volunteers of more than one party to this Agreement participate.

## **Article II: Terms of the Agreement**

1. Each party agrees that in the event of an emergency, the assisting agency will furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish its capacity to provide basic law enforcement services to its own jurisdiction. (See Exhibit 1)
2. Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
3. To invoke assistance under the provisions of this Agreement, the designated official from the requesting agency shall be required to contact the designated official of the assisting agency in person, by telephone, in writing, or e-mail. The assisting agency may request such information from the requesting agency as is necessary to confirm the emergency and to assess the types and amounts of assistance that shall be provided.
4. During an emergency, all personnel from assisting agencies shall report to and work under the direction of the designated incident commander. Personnel from either the requesting or the assisting agency may receive supervision from any command personnel from the combined participating localities if authorized by the incident commander or his or her designee in the incident command structure, depending on identified needs and available resources deemed most qualified to meet mission goals and objectives. Tactical teams (e.g., bomb disposal, canine teams, special weapons, and tactics units) shall operate under the direction of their tactical commander once they are authorized to undertake assignments.
5. Personnel responding to a call for assistance outside their appointed jurisdiction shall have those law enforcement powers provided for by state law.
6. In any emergency where the Mutual Aid Agreement has been invoked, radio communications should be established between all the parties, where possible, using the local public mutual aid radio system

or other shared communication system.

7. Joint training exercises are subject to the terms of this Agreement.

8. Worker's Compensation, Liability, Property Damage

a. **Workers' Compensation Coverage:** Each public entity will provide workers' compensation coverage for its employees and is responsible for complying with the State of California Workers' Compensation Act. Coverage under this Act may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity should understand that workers' compensation coverage does not automatically extend to volunteers. Each public entity may obtain accident insurance for any volunteer at the locality's discretion. Workers' compensation coverage for certain volunteers (e.g., volunteer firefighters, volunteer lifesaving or volunteer rescue squad members, volunteer law enforcement chaplains, auxiliary or reserve law enforcement officers, auxiliary or reserve deputy sheriffs, volunteer emergency medical technicians, and members of volunteer search and rescue organizations) may be obtained by adding this exposure to the locality's workers' compensation coverage. As an alternative, the individual volunteer agency may obtain workers' compensation insurance coverage for this exposure. Each entity shall obtain workers compensation waiver of subrogation endorsements in favor of the other entities for all activities (including trainings) related to this mutual aid agreement.

b. **Automobile Liability Coverage:** Each public entity is responsible for its own actions and is responsible for complying with the State of California motor vehicle financial responsibility laws. Coverage under these laws may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a qualified self-insured, or (3) by being a member of a group self-insurance association. Each public entity agrees to obtain automobile liability coverage with at least \$1,000,000 combined single limit and coverage extended to owned, non-owned, and hired vehicles. It is understood that the public entity may include in the emergency response volunteer agencies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of the public entity to determine if the volunteer company has automobile liability coverage as outlined in this section. This provision is met by being a qualified self-insured or by being a member of a group self-insurance association.

c. **General Liability, Public Officials Liability, and Law Enforcement Liability:** To the extent permitted by law and without waiving sovereign immunity, each party to this Agreement will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each public entity agrees to obtain general liability with at least a \$1,000,000 combined single limit. Each public entity agrees to obtain public official liability coverage and law enforcement liability coverage with at least a \$1,000,000 combined single limit. These coverages may be obtained (1) by a policy with an insurance company licensed to do business in the State of California, (2) by being a

qualified self-insured, (3) by being a member of a group self-insurance association, [or (4) by any insurance plan administered through the Agency's Risk Management.]

9. Each Party shall develop and update on a regular basis a plan providing for the effective mobilization of its resources and facilities which may arise from its obligations under this agreement.
10. Interagency assistance plans shall be developed and updated on a regular basis by the parties hereto and are operative between the parties in accordance with the provisions of such plans.
11. The parties agree to meet on a regular basis to review all interagency assistance plans and the provisions of this Agreement.
12. This agreement shall become effective as to each party when approved and executed by that public entity and shall supersede and replace in its entirety any prior Interagency Mutual Assistance Agreement entered into among the Inyo County Sheriff's Department, Inyo County District Attorney, Bishop Police Department and Mono County. The Agreement shall remain in effect as between each party until participation in this Agreement is terminated by the party in writing. Any party to this Agreement may terminate participation in this Agreement upon 30 days' written notice addressed to the designated public official of each of the other signatory public entities that are parties to this Agreement.
13. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

**INYO COUNTY:**

By: Jeff R. Hollowell  
Sheriff Jeff R. Hollowell

Dated: Aug 9, 2021

By: Thomas L. Hardy  
District Attorney Tom Hardy

Dated: Aug 9, 2021

By: Jeff Griffiths  
Jeff Griffiths, Board Chair

Dated: Aug 16, 2021

**MONO COUNTY:**

By: Ingrid Braun  
Sheriff Ingrid Braun

Dated: Jul 20, 2021

By: Jennifer Kreitz  
Jennifer Kreitz, Board Chair

Dated: Jul 20, 2021

Approved as to form:

Marshall S. Rudolph  
Marshall S. Rudolph (Aug 13, 2021 13:48 PDT)

Marshall Rudolph  
County Counsel

Dated: Aug 13, 2021

Approved as to form:

Stacey Simon  
Stacey Simon (Jul 20, 2021 14:29 PDT)

Stacey Simon  
County Counsel

Dated: Jul 20, 2021

Approved by Risk Management:

Aaron Holmberg  
Aaron Holmberg (Aug 13, 2021 09:53 PDT)

Approved by Risk Management:

Jacob Sloane  
Jacob Sloane (Jul 20, 2021 14:23 PDT)

**CITY OF BISHOP:**

By: Rich Standridge  
Rich Standridge (Aug 16, 2021 15:44 PDT)  
Police Chief Richard Standridge

Dated: Aug 16, 2021

By: Stephen JC Muchovej  
Stephen JC Muchovej (Aug 18, 2021 12:18 PDT)  
Stephen Muchovej, Mayor

Dated: Aug 18, 2021

Approved as to form:

Dean J. Pucci  
Dean J. Pucci (Aug 16, 2021 16:09 PDT)

Dean J. Pucci  
City Attorney

Dated: Aug 16, 2021

## **EXHIBIT #1**

Mutual Aid Request deployments shall follow the procedures set forth in the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), utilizing the Incident Command System.

Mutual Aid Request deployments outside of the respective Operational Area for any party to this MOU shall follow the California Emergency Services Act, California Government Code Sections 8550 to 8690.7, the Interstate Civil Defense and Disaster Compact (1951) (Gov. Code 177 to 178.5), and the Emergency Management Assistance Compact (2005) (Gov. Code 179 to 179.9).

Nothing in this agreement shall preclude the Sheriff's Joint Special Enforcement Detail team from responding to a mutual aid request from a neighboring (contiguous) County or Agency.

Actions taken by individual personnel shall be subject to the policies and procedures of their respective individual departments, to include the appropriate Use of Force policies.

Specialized units shall meet the standards of training, as recommended by the Commission on Peace Officer Standards and Training for such units.

1. Crisis Response Unit
  - a. Special Weapons and Tactics (SWAT) Team
    - i. Members of the Inyo County SED team shall train with each other and meet the standards established by the California Commission on Peace Officer Standards and Training for a Level III SWAT Team.
  - b. Crisis Negotiation Team (CNT)
    - i. Members of the Inyo County Sheriff's CNT shall train and meet the standards established by the California Commission on Peace Officer Standards and Training.



**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS  
OF THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY  
AND RECORD OF ACTION**

November 15, 2016

**FROM: THOMAS G. LYNCH, EMS Administrator  
Inland Counties Emergency Medical Agency**

**SUBJECT: NON-FINANCIAL CONTRACT WITH SYMONS EMERGENCY SPECIALTIES,  
INC., DBA SYMONS AMBULANCE, FOR GROUND MEDICAL  
TRANSPORTATION SERVICES IN INYO COUNTY EXCLUSIVE OPERATING  
AREA 1**

**RECOMMENDATION(S)**

Acting as the governing body of the Inland Counties Emergency Medical Agency (ICEMA):

1. Approve a non-financial **Contract No. 16-905** with Symons Ambulance for Advance Life Support and Basic Life Support ground ambulance transportation services for Inyo County Exclusive Operating Area 1 for a 10-year period, effective from the execution of the contract by both parties.
2. Authorize the Chairman of ICEMA's Board of Directors, Chief Executive Officer, or Emergency Medical Services (EMS) Administrator to execute the agreement, and any subsequent non-substantive amendments on behalf of ICEMA, subject to review by County Counsel.
3. Direct the Chairman of ICEMA's Board of Directors, Chief Executive Officer, or EMS Administrator to transmit all documents and amendments in relation to this agreement to the Secretary of the Board of Directors within 30 days of execution.

(Presenter: Thomas G. Lynch, EMS Administrator, 388-5830)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS AND OBJECTIVES**

**Improve County Government Operations.**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**Pursue County Goals and Objectives by Working with Other Agencies.**

**FINANCIAL IMPACT**

Approval of this recommendation does not impact Discretionary General Funding (Net County Cost). The contract requires Symons Ambulance to operate Advance Life Support (ALS) and Basic Life Support (BLS) ambulance service in Inyo County's Exclusive Operating Area (EOA) 1 under the oversight (Medical Control) of ICEMA and accept as payment only those schedule rates to insurers and/or end users of such service as may be allowed by law.

**BACKGROUND INFORMATION**

Page 1 of 2

cc: ICEMA-Lynch w/ agree  
Contractor c/o ICEMA w/ agree  
Risk Mgmt - Williams  
CAO-Snoke  
File - w/ agree  
jll 11/23/16

ITEM 60

Record of Action of the Board of Directors

**APPROVED (CONSENT CALENDAR)**

**COUNTY OF SAN BERNARDINO**

**Inland Counties Emergency Medical Agency (ICEMA)**

MOTION	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>MOVE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, SECRETARY

BY 

DATED: November 15, 2016

**NON-FINANCIAL CONTRACT WITH SYMONS EMERGENCY  
SPECIALTIES, INC., DBA SYMONS AMBULANCE, FOR GROUND  
MEDICAL TRANSPORTATION SERVICES IN INYO COUNTY EXCLUSIVE  
OPERATING AREA 1  
NOVEMBER 15, 2016  
PAGE 2 OF 2**

ICEMA is the Local EMS Agency (LEMSA) for the Counties of San Bernardino, Inyo, and Mono. ICEMA is tasked with ensuring an effective system of quality patient care and coordinated emergency medical response by planning, implementing, and evaluating an effective EMS system, including the evaluation and permitting of pre-hospital providers. Ground medical transportation (Ambulance) services, both at BLS and ALS levels, fall under the jurisdiction of ICEMA to ensure that selected providers meet established criteria and requirements for provision of services. BLS is an emergency transport provided by certified Emergency Medical Technicians. ALS is provided by a paramedic when a patient is in critical condition during transport to the emergency facility. ICEMA requires that BLS and ALS providers enter into a non-financial contract with ICEMA to ensure the provider meets all EMS system requirements. Due to expiring provider agreements and California's Emergency Medical Services Authority's opinion, Inyo County EOA's 1, 4, 5, 6, and 7 required a Request for Proposals (RFP) process to award exclusivity.

As a result of a completed RFP process, only an exclusive ground ambulance transportation services contract is recommended for Inyo County's EOA 1. Inyo County's EOA 4, 5, 6, and 7 will operate as "Non-Exclusive" in ICEMA's EMS Plan (as will be reflected in the FY 2015-2016 EMS Plan update) and will utilize a combination of non-exclusive providers, mutual aid, and best efforts for ground ambulance medical transportation services.

**PROCUREMENT**

On February 12, 2016, ICEMA (through San Bernardino County Purchasing) released an RFP for ALS and BLS ambulance service in Inyo County EOAs 1, 4, 5, 6, and 7. This RFP was posted on the ICEMA website, on the San Bernardino County's Purchasing website, and through Inyo County's Board of Supervisors public meetings.

Two proposals were received, and an evaluation committee was assembled by Inyo County to review the provider qualifications to determine if the providers were willing and able to provide services at the level required, and to provide a recommendation to Inyo County's Board of Supervisors. Following the evaluation of the two proposals received (one for EOA 1 and one for EOA 4) and a recommendation from Inyo County's Board of Supervisors to begin the contract process, ICEMA drafted proposed provider agreements. During this time, the successful bidder for EOA 4 withdrew from further consideration and award due to financial challenges within its operations. Symons Ambulance being the successful bidder in EOA 1 has accepted ICEMA's provider contract terms. The term of this contract shall be 10 years commencing upon execution by both parties.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (John Tubbs II, Deputy County Counsel, 387-3203) on October 25, 2016; Risk Management (Leanna Williams, Risk Assessment Officer, 386-8623) on October 25, 2016, Finance (Luther Snoke, Administrative Analyst, 387-4345) on October 26, 2016; and County Finance and Administration, (Valerie Clay, Deputy Executive Officer, 387-5423) on October 27, 2016.

**INLAND COUNTIES  
EMERGENCY AGENCY**

**F A S**

**STANDARD CONTRACT**

<input type="checkbox"/> New	FAS PROVIDER Code		<b>SC</b>		Dept.	<b>A</b>	Contract Number <b>16-905</b>		
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro PROVIDER Number						ePro Contract Number			
County Department Inland Counties Emergency Medical Agency				Dept. ICM	Orgn. ICM	PROVIDER's License No.			
County Department Contract Representative Thomas G. Lynch, EMS Administrator				Telephone (909)388 - 5823		Total Contract Amount			
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other:			
If not encumbered or revenue Contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount \$	Amendment Amount			
Fund SMI	Dept. ICM	Organization ICM	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$			
Project Name Performance Based Contract With Symons Emergency Specialties, Inc. Ground Ambulance Exclusive Provider Inyo County EOA 1				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

This CONTRACT is entered into in the State of California by and between INLAND COUNTIES EMERGENCY MEDICAL AGENCY hereinafter called ICEMA, and

Name  
Symons Emergency Specialties, Inc. dba Symons Ambulance hereinafter called PROVIDER  
Address  
18592 Cajon Blvd.

San Bernardino, CA 92407  
Telephone  
(909) 880-0911  
Federal ID No. or Social Security No.  
77-0417871

**CONTRACT FOR GROUND AMBULANCE SERVICES  
IN INYO COUNTY EOA 1  
BETWEEN  
SYMONS EMERGENCY SPECIALTIES, INC. dba SYMONS AMBULANCE  
AND  
INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

<b>Auditor - Controller/Treasurer/Tax Collector Use Only</b>	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**IT IS HEREBY AGREED AS FOLLOWS:**

This CONTRACT is entered into by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY (hereinafter referred to as "ICEMA") and SYMONS EMERGENCY SPECIALTIES, INC. dba SYMONS AMBULANCE (hereinafter referred to as "PROVIDER").

**WHEREAS**, ICEMA is authorized by law to develop an Emergency Medical Services (EMS) system pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (California Health and Safety Code, Division 2.5, Section 1797 et seq.) hereinafter, "the EMS Act", and

**WHEREAS**, PROVIDER provides Basic Life Support (BLS) and Advanced Life Support (ALS) emergency ambulance services pursuant to the EMS Act in the area referred to herein as Exclusive Operating Area (EOA) 1 as described in Exhibit 1 (Exclusive Operating Area 1) and which is incorporated herein as if fully set forth; and

**WHEREAS**, ICEMA conducted a competitive process to find provider(s) to provide these services, and

**WHEREAS**, the Parties hereto acknowledge and agree that execution of this CONTRACT constitutes notice, that the EOA being served under this CONTRACT shall lose its non-competitive status, if applicable, at expiration or termination of this CONTRACT; and

**WHEREAS**, ICEMA finds PROVIDER qualified to provide BLS and ALS ambulance services and willing to provide said services according to the terms and conditions herein stated; and

**WHEREAS**, the Parties hereto will utilize the best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

**WHEREAS**, the Parties hereto agree that nothing in this CONTRACT shall in any way restrict PROVIDER from maintaining or entering into partnerships or other cooperative agreements, approved by ICEMA, with public safety agencies for the purposes of augmenting or improving services contemplated by this CONTRACT; and

**WHEREAS**, PROVIDER is willing to provide said services according to the terms and conditions herein stated; and

**WHEREAS**, ICEMA desires that such services be provided by PROVIDER and PROVIDER agrees to perform these services as set forth below;

**NOW, THEREFORE**, ICEMA and PROVIDER mutually agree to the following terms and conditions:

**1. DEFINITIONS**

- 1.01 **Advanced Life Support (ALS):** Special services designed to provide definitive prehospital emergency care as defined in California Health and Safety Code, Division 2.5, Section 1797.52.
- 1.02 **ALS Ambulance:** An emergency ambulance, as that term is defined herein, staffed and equipped to provide ALS and transport capabilities in compliance with ICEMA protocols/policies, authorized and permitted by ICEMA.
- 1.03 **Ambulance or Ambulance Unit:** Any vehicle specially constructed, modified and/or equipped, and licensed by the California Highway Patrol, if required, pursuant to Title 13 CCR 1100 2(a), and used for the sole purpose of response readiness and transporting sick, injured, convalescent, infirmed or otherwise incapacitated person(s).
- 1.04 **Ambulance Strike Team (AST):** Defined as five (5) ALS or (5) BLS ambulance plus one (1) strike team leader and unit which may be augmented with the Disaster Ambulance Support Unit (DASU)

but may not replace an ALS or BLS unit. A strike team must be made up of "like" units, i.e., all ALS or all BLS in level.

- A. **Ambulance Strike Team Leader (ASTL):** An individual who holds a valid/current ASTL card, is recognized by their Local Emergency Medical Service Agency (LEMSA) as an ASTL, and has met all requirements as identified EMSA's Ambulance Strike Team/Medical Task Force manual EMSA #215.
  - B. **Immediate:** An immediate request for resources which must be approved by ICEMA's EMS Administrator, their designee, or Duty Officer if after normal business hours, prior to releasing established ICEMA PROVIDER units from their assigned roles within ICEMA's region.
  - C. **Delayed:** A request for resources that allows PROVIDER to assemble off-duty employees and non-assigned units for deployment outside of PROVIDER's primary response area.
- 1.05 **Basic Life Support (BLS):** Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code, Division 2.5, Section 1797.60.
- 1.06 **BLS Ambulance:** An emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by ICEMA.
- 1.07 **Call:** The individual dispatch and response of an EMS unit. An incident may involve a single call/response or multiple calls/responses of multiple EMS units.
- 1.08 **Cancelled Call:** Any request to respond, dispatched to an ambulance unit which has been cancelled prior to arrival of said ambulance at scene.
- 1.09 **Critical Equipment Failure:** Any piece of equipment or vehicle, which is essential for the daily operation, and/or performance of obligations under this CONTRACT that fails to perform normally, when operated.
- 1.10 **Deployment Plan:** A plan that identifies specific locations of ALS resources, ambulances, post locations, or provider dispatching procedure. The plan must also include the number of, and locations of vehicles to be deployed during each hour of the day, each day of the week for coverage and the minimum number of unit hours necessary to provide services under this CONTRACT.
- 1.11 **Dry Run:** Arrival of ambulance unit and crew on scene where no transport of patient(s) occurs.
- A. **Against Medical Advice (AMA) also known as "Discharge" (DAMA):** A patient or legal guardian who signs a document which informs patient that their refusal of care and/or transportation to a healthcare facility is against the advice of PROVIDER's care giver and/or medical control. While leaving before a medically specified endpoint may not promote the patient's health above their other values, there is ethical and legal consensus that competent patients (or their authorized surrogates) are entitled to decline recommended care and/or transportation.
  - B. **No Patient:** A response to scene where upon arrival, no individual is located and/or assessed.
- 1.12 **Electronic Patient Care Record (ePCR):** The digital version of a patient's paper chart. The ePCR is the real-time patient-centered record that makes information available instantly and securely to authorized users. For the purposes of this CONTRACT, ePCR is an electronic patient care report

that meets ICEMA's electronic data system's data requirements for inclusion and submission of records.

- A. **Posting (of ePCR):** Sending ePCR information to ICEMA's data system "cloud". Posting of ePCR(s) shall occur prior to the end of a field provider's shift and in no case, greater than 24 hours following the delivery patient to destination care facility.
- 1.13 **Emergency Ambulance:** An ambulance, which is staffed and equipped to provide EMS at BLS or higher level, at the scene of an emergency or during interfacility transports.
- 1.14 **Emergency Medical Dispatch (EMD):** A professional Dispatcher/Call Taker/Operator certified through the Association of Public-Safety Communications Officials International (APCO) or the National Academies of Emergency Dispatch, tasked with the gathering of information related to medical emergencies, the provision of assistance and instruction by voice, prior to the arrival of EMS, and the dispatching and support of EMS resources responding to an emergency call.
- 1.15 **Emergency Medical Service (EMS):** A type of emergency service dedicated to providing prehospital acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries which prevent the patient from transporting themselves.
- 1.16 **Exclusive Operating Area (EOA):** A specific geographic area of ICEMA of Inyo designated as authorized by the California Health and Safety Code, Division 2.5, Sections 1797.6, 1797.85, 1797.224 and 1797.226.
- 1.17 **Force Majeure:** Flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the Party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such Party, the consequences of which in each case, by exercise of the due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.
- 1.18 **Fractile Response Time:** A method of measuring response times in which all applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (e.g., 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.
- 1.19 **Incident:** An individual event is a request to respond one or more EMS resources, e.g., an incident. An Incident may involve multiple units, patients, agencies, locations, etc.
- 1.20 **Medical Control:** ICEMA Medical Director's activities and establishment of policies and treatment protocols which provide guidance to ICEMA regionally accredited/authorized/approved EMS personnel who are providing medical care at the scene of an emergency or en route to a healthcare facility.
- 1.21 **Medical Control Fee:** A fee established and authorized by ICEMA's Board of Directors which provides partial cost recovery of expenses incurred by ICEMA associated with its duties and the LEMSA responsibilities and obligations.
- 1.22 **Medical Control Compliance:** The inspection, audit, and other activities necessary to ensure compliance with ICEMA's Policies and Protocols, including but not limited to equipment, medical supplies, and drugs.
- 1.23 **Medical Control Compliance Fee:** A fee established and authorized by ICEMA's Governing Board which cost recovers expenses incurred by ICEMA for the random inspection and auditing of EMS providers' to ensure compliance with ICEMA Policies and Protocols.

- 1.24 **Mobil Hot Spot:** A device that creates an area of Wi-Fi coverage allowing nearby Wi-Fi devices to connect to the internet. The device serves as a link between nearby Wi-Fi devices and a cellular data network.
- 1.25 **Multi-Casualty Incident (MCI):** An incident consisting of five (5) or more vehicles or patients requiring assessment, care and/or transportation.
- 1.26 **Mutual Aid:** A request, originating outside of PROVIDER's EOA, for emergency ambulance response services. The request could be initiated through a designated dispatch center(s), public safety enforcement agency, ICEMA or Inyo County's Health Officer.
- 1.27 **Non-Preventable Critical Failure:** A failure of equipment and or vehicles to operate properly due to factors beyond the control of PROVIDER.
- 1.28 **On Scene Locating:** When a responding ambulance unit or other approved response vehicle has arrived at the street address or other specific location dispatched but cannot readily locate/identify requesting party(s). This time metric may (on a case by case basis) be approved for use as unit's arrival time for response time compliance.
- 1.29 **Patient Assessment** defined as the following:
- A. **Scene Size-up:** Steps taken by EMS providers when approaching the scene of an emergency call; determining scene safety, taking Body Substance Isolation precautions, noting the mechanism of injury or patient's nature of illness, determining the number of patients, and deciding what, if any additional resources are needed.
  - B. **Initial Assessment:** The process used to identify and treat life-threatening problems, concentrating on Level of Consciousness, Cervical Spinal Stabilization, Airway, Breathing, and Circulation. Forming a general impression of the patient to determine the priority of care based on initial assessment and determining if the patient is a medical or trauma patient.
  - C. **Rapid Medical/Trauma Assessment:** Performed on patients based upon initial assessment to quickly identify existing or potentially life-threatening conditions.
  - D. **Focused History and Physical Exam:** Performed as possible and on all patients determined to have no life-threatening injuries. This assessment used in place or and/or in addition to rapid medical/trauma assessment.
  - E. **Ongoing Assessment:** Performed during transport on all patients. The ongoing assessment will be repeated every 15 minutes for the stable patient and every 5 minutes for the unstable patient.
- 1.30 **Provide, Operate, or Furnish:** With regard to PROVIDER's responsibilities set forth in this CONTRACT, the terms "provide", "operate", or "furnish" shall mean to perform, make available or utilize either directly through PROVIDER's personnel and resources or through subcontracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies required herein.
- 1.31 **Preventable Critical Failure:** A failure of equipment and or vehicles to operate properly due to error, lack of proper use, maintenance, or other factors deemed to be within the control of PROVIDER.

- 1.32 **Provision of Medical Control:** Is the act of authorizing by ICEMA and its Governing Board PROVIDER to operate within ICEMA's region and under ICEMA's area of authority for a period of not more than twelve (12) months from July 01st. through the following June 30<sup>th</sup>.
- 1.33 **Public Service Answering Point (PSAP):** The primary PSAP is the designated agency at which the 9-1-1 call is first received. The secondary PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.
- 1.34 **Response Time:** The measurement of total time from receipt of request to respond to time of unit arrival on scene.
- A. **Call Taker Time:** The measurement of total time from answering the initial call up to time of dispatch of call.
  - B. **Dispatch Time:** The measurement of total time from answering the initial call up to time call is received and acknowledged by responding crew.
  - C. **Turn-out Time:** The measurement of total time from responding crew(s) receipt and acknowledge of call till "wheels role" time.
  - D. **Scene Time:** The measurement of total time from arrival on scene time, to depart time off scene.
  - E. **Off-load Time:** The measurement of total time from arrival at transport destination to "available" time.
  - F. **Total Time on Task:** The measurement of total time from initial receipt and acknowledge of call by responding crew until time available for another assignment.
- 1.35 **Special Event Services:** Any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have one (1) or more ambulances at the site.
- 1.36 **Specialty Care Transport (SCT):** A transport of an injured or ill patient by ground ambulance that require necessary supplies, equipment, or services that may be at a level or service beyond the scope of the EMT, or Paramedic or their normal required equipment level. SCT must be furnished by one (1) or more healthcare professionals in an appropriate specialty discipline, or utilizing specialty care equipment, e.g., bariatric transportation requiring special equipment/vehicle designed to handle increased weights greater than normally encountered, neonatal transportation requiring capabilities of securely transporting an incubator and "team", use of additional types of gases, specialized breathing equipment and/or licensures, etc.
- 1.37 **Staging:** Arriving to a specific location (other than scene) due to possible hazard. Unit is considered "on scene" for response time calculations upon arrival at a designated staging location until such time as law enforcement or other appropriate incident command "clears" scene of potential hazard for EMS personnel.
- 1.38 **Supervisor Support Vehicle:** A response vehicle for the purpose of providing support services in the field. Unless specifically identified in this CONTRACT, supervisor support vehicles or other non-ambulance vehicles shall not be recognized as "stopping the response time clock" for performance response time compliance measurements.
- 1.39 **Unit(s):** An ambulance and/or response vehicle.



- 1.40 **Wi-Fi:** A trademark of the Wi-Fi Alliance and the brand name for products using the IEEE 802.11 standards, including 802.11b, 802.11a, dual-band, and so on, for wirelessly connecting electronic devices to the internet via a wireless network access point.

## 2. TERM OF CONTRACT

### 2.01 Term

The term of this CONTRACT shall be ten (10) years commencing upon execution by both Parties.

### 2.02 End of Term Provision

A. **Continuity of Service:** ICEMA hereby declares and makes a finding that it is in the public's best interest to assure that persons needing emergency medical services will not be negatively impacted by changing providers of emergency ambulance services and that the public continues to receive high quality ambulance services. It is also in the best interest that PROVIDER provide an experienced and stable work force of supervisors, EMTs, EMT-Ps, dispatchers and other support personnel; and that it is in the public best interest that PROVIDER establishes a systematic capital replacement policy that focuses on long term investment in the EOA and ensures their ability to comply with the terms of this CONTRACT.

B. **Transition Period:** In the event PROVIDER is not the winner of ICEMA's next bid competition, PROVIDER shall continue to provide services during the transition period, and shall assist both ICEMA and its new PROVIDER in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both PROVIDER and ICEMA during the period of transition from one PROVIDER to another. In the event the bidding and contract process is not completed six (6) months prior to the termination date of this CONTRACT, the PROVIDER shall continue to provide services in six (6) month increments from the end date of this CONTRACT until such time that the process is finalized.

C. **Transfer of Goodwill:** Upon termination of this CONTRACT, PROVIDER shall assert no claim of rights to conduct business within the contracted EOA after the termination of this CONTRACT, nor shall PROVIDER assert any claim of compensation owed relative to the loss of such business.

#### D. Loss of Business

PROVIDER understands that a loss of this CONTRACT in a future bid cycle means the loss of all business covered by the exclusivity provisions of this CONTRACT in the EOA(s) during the term of the CONTRACT. PROVIDER accepts this as a reasonable solution to the problems of system-wide disruption that would otherwise occur.

#### E. Inaccuracies or Misrepresentations

If in the administration of a CONTRACT, ICEMA determines that PROVIDER has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the CONTRACT may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

### **3. FISCAL PROVISIONS**

**3.01 Provision of Medical Control (annual):** PROVIDER shall pay ICEMA an annual fee for the Provision of Medical Control as established and approved by ICEMA's Board of Directors which partially recovers expenses incurred by ICEMA. The fee shall be reevaluated on an annual basis to ensure system costs are being properly assessed and shall be paid in full within fifteen (15) calendar days of July 1 of each year of this CONTRACT.

**3.02 Medical Control Compliance:** PROVIDER shall pay ICEMA an annual fee per year for Medical Control Compliance as established and approved by ICEMA's Board of Directors which partially recovers expenses incurred by ICEMA. The fee shall be reevaluated on an annual basis to ensure system costs are being properly assessed and shall be paid in full within fifteen (15) calendar days of July 1 of each year of this CONTRACT.

### **4. MEDICAL CONTROL**

#### **4.01 Medical Control Authority**

PROVIDER acknowledges that ICEMA's Medical Director has the authority to develop overall plans, policies, and medical protocols to assure that effective levels of emergency ambulance services are maintained within ICEMA's region; and that the ICEMA Medical Director has the authority for establishing the required drug inventories and medical protocols and that PROVIDER, its employees, and all personnel providing services under this CONTRACT are subject to said plan, policies, medical protocols, and applicable Inyo County ordinances and State laws.

#### **4.02 Compliance to Medical Control**

ICEMA has an established system of medical control through the ICEMA Medical Director. The PROVIDER shall adhere to the plans, policies, and medical protocols established by ICEMA.

#### **4.06 PROVIDER's Medical Director**

PROVIDER shall provide a medical director who will oversee and coordinate the PROVIDER's clinical performance. The PROVIDER's Medical Director shall be a physician, Board certified in emergency medicine or with equivalent emergency medical experience and approved by ICEMA. The PROVIDER's Medical Director shall work with ICEMA's Medical Director and the physicians of the EMS system to ensure compliance by the PROVIDER with the clinical standards established for the regional EMS system.

### **5. PROVIDER'S RESPONSIBILITIES**

**5.01** PROVIDER shall respond to all 9-1-1 requests for response/service with an ALS ambulance unless specifically exempted by ICEMA policy. Further, PROVIDER shall respond to Interfacility transportation (IFT) requests with an appropriate ambulance resource e.g. BLS, ALS, SCT as required to provide safe and clinically appropriate ground ambulance transportation

#### **5.02 Emergency Ambulance Services**

PROVIDER shall provide sufficient ALS resources to ensure ALS availability and ALS response to all requests for response/services originating within its EOA Exhibit (1) for emergency ambulance response on a continuous twenty-four (24) hour per day basis.

### **5.03 Special Care Transport (SCT) Services**

PROVIDER shall provide SCT services within the EOA for those calls requiring such services upon approval by ICEMA. SCT services, such as high risk pregnancy, neonate, etc., may be authorized to operate in expanded geographic areas based on need and necessity.

### **5.04 EMS Aircraft**

PROVIDER does not have the right to provide air ambulance or air rescue services by virtue of the CONTRACT.

### **5.05 Standby Special Event Services**

PROVIDER may provide standby special event services. ICEMA expressly states that special event services are not subject to the EOA.

### **5.06 Indigent Transport Services**

PROVIDER shall provide emergency ambulance services to indigent patients pursuant, to this CONTRACT for services. In the event PROVIDER shall terminate this CONTRACT with ICEMA, such termination shall be considered a major breach of this CONTRACT. However, if ICEMA shall terminate the CONTRACT, PROVIDER shall not be required to continue to provide such services under this CONTRACT.

### **5.07 Location**

PROVIDER shall establish an operational facility or facilities as required to meet its contractual performance requirement as outlined herein.

### **5.08 Equipment Requirements**

PROVIDER shall ensure that its operations include the necessary equipment to maintain continuation of services during periods of disruption of normal services/operations

### **5.09 Training Requirements Operations**

PROVIDER shall make available in-service training and continuing education (CE) to all licensure/credentialed employees which comply with all ICEMA, State, and Federal requirements as they exist now or may change from time to time.

### **5.10 Continuous Quality Improvement Plan**

PROVIDER shall maintain a CQI program approved by ICEMA throughout the length of this CONTRACT.

### **5.11 Execution of Updates/Modifications**

PROVIDER shall adapt to changes and work with ICEMA to ensure the future needs of the EMS System's evolution.

## 5.12 Personnel

### A. PROVIDER's Medical Director

PROVIDER shall provide a medical director who will oversee and coordinate the PROVIDER's clinical performance. The PROVIDER's Medical Director shall be a physician, Board certified in emergency medicine or with equivalent emergency medical experience and approved by ICEMA. The PROVIDER's Medical Director shall work with ICEMA's Medical Director and the physicians of the EMS system to ensure compliance by the PROVIDER with the clinical standards established for the regional EMS system.

### B. Administrative Representative

PROVIDER shall provide an Administrative Representative or designee to attend Inyo County's bi-monthly Emergency Medical Care Committee (EMCC).

### C. Personnel Required

PROVIDER shall provide the personnel necessary to provide ALS emergency ambulance services and other support services as described herein within the PROVIDER's EOA in compliance with ICEMA protocols, policies and applicable County ordinances and State laws.

### D. Supervisory Personnel

PROVIDER shall establish a supervisory system to assure that employees are properly supervised, trained and evaluated in accordance with PROVIDER's policies and procedures and consistent with the ICEMA approved Quality Improvement Plan, and relevant ICEMA policies and requirements. PROVIDER shall maintain an employee hiring standards and practice program. Supervisory personnel shall provide field evaluation of PROVIDER's personnel in accordance with PROVIDER's Quality Improvement Plan and relevant ICEMA policies and requirements.

### E. Certification and Licensure of Personnel

PROVIDER shall ensure that all PROVIDER's employees functioning as paramedics and EMTs are appropriately certified, accredited and licensed by both the State EMS Authority and ICEMA.

### F. Employee Handbook

PROVIDER shall develop and maintain an Employee's Handbook describing the personnel policies and procedure utilized by PROVIDER in its operations. A copy of the current handbook shall be made available to ICEMA upon request.

### G. Competency and Conduct

All persons utilized by PROVIDER in the performance of work under this CONTRACT shall be competent and holders of appropriate permits, licenses authorizations, accreditations, and/or certificates in their respective trades or professions. ICEMA may request, and PROVIDER shall take action in accordance with its personnel policies and procedures to effect the removal of, or take appropriate disciplinary remedial action against any certificate or license holder person utilized by the PROVIDER who engages in misconduct pursuant to of the California Health and Safety Code, Division 2.5, Section 1798.200 or has action taken by ICEMA pursuant to California Code of Regulations, Section 100215.

**H. Infectious Disease Exposure**

PROVIDER shall provide testing and counseling services to all employees exposed to serious infectious diseases at no cost to the employee. PROVIDER shall ensure that such services and program pertaining to infectious disease exposures are provided in accordance with the provisions of State and local public health requirements.

**I. Employee Assistance Program**

PROVIDER shall assure availability to its employees an Employee Assistance Program that offers counseling services for mental health and substance abuse.

**J. Peer Counseling**

The nature of work in EMS produces stress in the care provider from one-time events (e.g., MCI) and from being continually subjected to moderately stress producing incidents. PROVIDER shall have available a program to provide counseling to personnel for these stresses.

**K. Modification or Replacement of Services**

As it pertains to the above personnel requirements, PROVIDER shall maintain such services as set forth above; however, PROVIDER may replace or modify any such services subject to written approval by ICEMA.

**L. Certification, Licensure, Accreditation**

Field personnel are certified, licensed and accredited pursuant to the California Health and Safety Code, Division 2.5, Section 1797 et seq. A linkage exists between field personnel and ICEMA's leadership which provides medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the ICEMA Medical Director's leadership on issues related to patient care.

**M. Personal/Professional Responsibility**

The direct linkage, and personal responsibility, also applies to issues regarding compliance with regulations of vehicles, on-board equipment, collection and recording of primary data. EMS personnel are prohibited by laws, rules and regulations which govern the EMS system from operating equipment that is substantially out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., patient care reports (ePCR), provider dispatch records (CAD), incident reports, etc.). PROVIDER dispatchers and field personnel have a personal professional responsibility with regards to issue related to the delivery of patient care, and the accurate reporting of primary data.

**N. Management Practices**

While this CONTRACT is a "Performance Base Contract" (PBC) and while the PROVIDER is not only allowed but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, PROVIDER is expressly required to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary issue is patient care, and the PROVIDER is expected to utilize management practices, which ensure that field personnel working extended shifts, part-time jobs,

voluntary overtime, or mandatory overtime, are not exhausted to an extent, which may impact patient care.

**O. In-Service Training Requirement**

PROVIDER shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies with the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, disaster/multi-casualty training, and Incident Command System (ICS) training.

**P. Policies and Working Relations**

PROVIDER shall develop and maintain personnel policies and patient care policies that are conducive to enhancements to patient care and provide a safe working environment for all employees.

**Q. Professional Conduct of Personnel**

PROVIDER shall ensure courteous conduct and professional appearance of its personnel at all times. All ambulance crews shall at all times while on duty, wear an official uniform approved by ICEMA that clearly identifies company/agency, level of licensure/certification, name tag and badge.

**R. Strike Mitigation**

PROVIDER shall take every reasonable action necessary to prevent the strike from adversely affecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the CONTRACT until the PROVIDER can resume normal operations where (1) no action plan is provided and/or initiated by the PROVIDER; or (2) PROVIDER's action plan is unable to meet standards under this CONTRACT. ICEMA will not unreasonably withhold acceptance of PROVIDER's action plan.

**5.13 Response Time Standards**

PROVIDER shall be subject to any and all response time standards, which may be adopted by ICEMA into ICEMA's EMS Plan and approved by EMSA.

**A. Performance Requirements**

The overall response time performance requirement for services under this CONTRACT is intended to ensure that PROVIDER responds to and arrives at each incident with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by PROVIDER for calls within the designated EOA as depicted in Exhibit (2) (EOA Maps/Response and Sub-response Zones). Additionally, PROVIDER will make best effort to respond to non-emergency calls within PROVIDER's established policy guidelines Exhibit (3) (Interfacility Transport Response Times).

**B. Response Time Performance Calculation**

Response times are measured and calculated on a fractile basis using CAD data, where available, in conformity with Exhibit (4) (Response Time Measurement and Methods), Exhibit (5) (Response Time Terminology) and Exhibit (6) (EOA Response Time Standard

Compliance) and Exhibit (7) (Measuring EOA Compliance) on a monthly basis for the designated EOA incorporating all response zones. Cancelled calls will be included in determining compliance. Supervisory Support Vehicles are not EMS response vehicles for the purpose of calculating response time compliance.

**C. Exemptions**

If PROVIDER believes that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond PROVIDER's reasonable control, PROVIDER may request, in writing, that these runs be exempted from response time performance calculations and late run assessment. If ICEMA concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late run liquidated damages. Equipment failure, provider dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late run assessment or response time standards.

**D. Reporting Requirements**

PROVIDER shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time as depicted in Exhibit (4) (Response Time Measurement Methods). This report shall include, at a minimum, the location, date, and time of said occurrence(s). PROVIDER will participate in quality improvement efforts relating to these instances.

**E. Critical Equipment Failure Requirement**

PROVIDER shall immediately report any critical equipment failure to ICEMA in a form and/or format as set forth by ICEMA. This report shall be made within three (3) business days of failure and at a minimum shall include the nature of the failure, location of failure, date and time of failure, outcome and/or effect of failure. The mechanic's report of factor(s) causing failure must be received within (3) business days of initial report.

**F. Monthly Performance Reports**

ICEMA shall review monthly reports regarding PROVIDER's performance under the terms and conditions of this CONTRACT and shall assess liquidated damages to be paid by PROVIDER, if any, as specified herein and according to the terms hereof. Such reports shall include, but not limited to, a summary report of all response time exemptions requested by PROVIDER. The reports shall provide a detailed explanation of all response time exception requests, which PROVIDER chooses to submit for consideration. PROVIDER shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.

**5.14 EMS System Interaction**

PROVIDER shall participate regularly in all aspects of development of the local EMS system including, but not limited to:

- A. Expanded scope of practice treatment and equipment programs.
- B. First Responder, EMT, EMT-P, MICN, Base Hospital physician and provider dispatcher education and training, and ride-along programs.
- C. Continuing education programs.

### **5.15 Materials and Supplies**

PROVIDER shall furnish all fuel, lubricants, repairs, initial supply inventory and all supplies necessary to fulfill its obligations pursuant to the standards as set forth herein. PROVIDER shall maintain sufficient supplies and equipment, excluding fuel, lubricants and repair items, to sustain local operations for a minimum of fifteen (15) days at its main operation location or its materials and supplies distribution center.

### **5.16 Posting Locations**

PROVIDER shall maintain ambulance post locations, as PROVIDER deems necessary.

### **5.17 Professional Equipment and Facilities**

PROVIDER shall maintain neat, clean, and professional appearance of equipment and facilities.

### **5.18 Financial Implications of Operations**

When requested, PROVIDER shall advise ICEMA concerning financial implications of operational changes under consideration.

### **5.19 Reports to ICEMA**

PROVIDER shall assist ICEMA in evaluating and implementing expanded scope programs for paramedics, EMTs and first responder personnel.

### **5.20 Compliance**

PROVIDER shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California Emergency Medical Services Authority, and the county or counties PROVIDER provides services in and/or to.

### **5.21 Mutual Aid Agreements**

PROVIDER agrees to provide mutual aid as requested by ICMEA or PSAP as operationally feasible.

### **5.22 SERVICE DELIVERY PLAN (SDP)**

PROVIDER shall operate its services to enhance response time performance throughout the various jurisdictions of the EOA.

#### **A. ICEMA Review**

In addition to the aforementioned requirements, PROVIDER shall provide to ICEMA for review a copy of its SDP on at least an annual basis or upon any material changes in the SDP and upon implementation of changes in the SDP which will result in reduction of ambulance resources or anticipated increase in response times.

#### **B. Extent of SDP**

A SDP may incorporate more than one (1) EOA if the PROVIDER has contracted to provide service in more than one (1) EOA.



### **C. Reassignment of Resources**

A PROVIDER that serves multiple operation areas shall be permitted to move resources from one operating area to another operating area only if the moving of resources does not result in the operating area from which the resource(s) are moved becoming non-compliant in that month.

- 1) If upon review and analysis ICEMA determines that movement of resources from one operating area to improve compliance in an operating area causes the operating area sending resources to be out of compliance, the original out of compliance operating area shall be cited with an additional out of compliance month.
- 2) The PROVIDER shall provide notice to ICEMA of intent to reassign resources to an operating area where additional noncompliance status would result in a major breach.
- 3) The Provider shall also indicate reassignment of resources in the monthly compliance report to ICEMA and provide a plan of correction.

### **5.23 Staffing of Ambulance and Response Units**

#### **A. BLS Minimum Staffing**

Provider shall provide for staffing each BLS ambulance with a minimum of two (2) EMTs per unit.

#### **B. ALS Minimum Staffing**

PROVIDER shall provide for staffing each ALS ambulance with a minimum of one (1) paramedic and one (1) EMT per unit.

#### **C. SCT Unit Staffing**

SCT staffing will be in accordance with the following:

- 1) Bariatric: A minimum of two (2) EMTs or greater licensure dependent upon patient's illness and/or severity.
- 2) Neonatal: A minimum of two (2) EMTs and neonatal team of sending or receiving facility.
- 3) Respiratory: A minimum of one (1) EMT and (1) Respiratory Care Practitioner (RCP)
- 4). Critical Care: A minimum of one (1) EMT and one of the following:
  - Registered Nurse/Mobil Intensive Care Nurse (MICN)
  - Physician's Assistance
  - Nurse Practitioner
  - Doctor of Osteopathy
  - Medical Doctor

## 5.24 Vehicles, Equipment and Maintenance

### A. Minimum Vehicle Requirements

PROVIDER shall provide at least a minimum number of vehicles, which is defined as one hundred twenty percent (120%) of the vehicles required in the SDP. Each transport vehicle received or in service prior to October 2016 shall meet Federal KKK-A-1822C or equivalent, at time of original manufacture. Transport vehicles manufactured or purchased after October 2016, shall meet the Federal Standard in place at the time of purchase except where such standards conflict with State of California standards, in which cases the State standards shall prevail. Each transport unit shall be a Type I, II, or III model. All vehicles must have current California Highway Patrol (CHP) permits, unless exempted by California Highway Patrol.

### B. Clean and Mechanically Safe

PROVIDER shall ensure that all transport vehicles are safe, clean and well maintained to ensure employee/patient safety.

### C. Staffing, Equipment and Drug Requirements

All vehicles utilized by PROVIDER in providing service under this CONTRACT shall be staffed and equipped in accordance with state law and ICEMA policies.

### D. Vehicle, Replacement/Refurbish Program

PROVIDER shall maintain a vehicle replacement/refurbish program that ensures the replacement or refurbishing of PROVIDER's vehicles as follows:

- 1) PROVIDER shall comply with ICEMA's requirement, within six (6) months of execution of this CONTRACT, to have removed from service and replaced any and all ambulances that have two hundred sixty-five thousand (265,000) miles or more.
- 2) PROVIDER may petition ICEMA for consideration of an extension for unforeseen supply chain issues beyond PROVIDER's control once PROVIDER has demonstrated exhaustion of all reasonable options to comply.

### E. Maintenance, Replacement and Reporting

PROVIDER shall adhere to a preventive maintenance program, equipment replacement schedule, and reporting system approved by ICEMA.

### F. Equipment/Supplies Maintenance

At the beginning of each shift, all ambulances shall have sufficient ALS and BLS equipment and supplies to prevent stock levels in the ambulance from falling below minimum requirements, under normal circumstances, which includes normal restocking during shift.

### G. Vehicle Identification

Each transport vehicle shall display the location of its operation division.

**H. Restocking**

PROVIDER shall have a process approved by ICEMA which provides for restocking first responder agency disposable medical supplies in the direct treatment or care of patients transported by PROVIDER.

**I. Responsibility for Maintenance**

PROVIDER shall be responsible for furnishing all maintenance of PROVIDER's vehicles, on-board equipment, and facilities used by PROVIDER in the performance of services under the terms of this CONTRACT.

**J. PROVIDER'S Equipment Replacement Program**

PROVIDER shall submit a proposed equipment replacement program, which shall include, in part, the equipment replacement policy. This policy shall state PROVIDER's operational assumptions regarding the anticipated safe useful life of equipment items, by category or type, and PROVIDER's general plan for equipment replacement in accordance with the plan.

**K. Right to Require Replacement**

Throughout the term of this CONTRACT and any extension period, ICEMA may, after an inspection and for cause, require PROVIDER to replace any equipment at any time after that item's scheduled replacement date, as defined by the terms of PROVIDER's submitted and accepted equipment replacement program. However, if through superior maintenance or by other means, PROVIDER is able to extend the safe useful life of an equipment item beyond its time of schedule replacement, ICEMA shall not, except for cause, require replacement of that item. These controls relate only to equipment kept in service beyond schedule replacement date, and are in addition to regulatory requirements affecting equipment standards and inspections imposed by law or ICEMA.

**5.25 Disaster, Multi-Casualty and Instant Aid Response**

**A. Personal Recall**

PROVIDER shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in multi-casualty or disaster situations or times of peak overload.

**B. Mutual Aid Response**

To the extent that PROVIDER may have resources available, PROVIDER shall respond to requests from neighboring jurisdictions and ambulance providers for mutual aid that require a Code 3 (lights and siren) response.

**C. Declared State-of-Emergency**

During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to PROVIDER by ICEMA. PROVIDER shall then, as provided for in approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster. During such periods, PROVIDER shall be exempted from response time performance requirements, including late response deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, PROVIDER's personnel shall preform in accordance with ICEMA medical protocols and

policies. When state-of-emergency has been terminated, PROVIDER shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.

**D. Multi-Casualty Incidents**

Normal (i.e., not disaster related) multi-casualty incident calls rendered by PROVIDER shall be performed in accordance with approved ICEMA policies and protocols in support of the Incident Command System (ICS). In the course of rendering services, PROVIDER shall not be automatically exempt from late response assessments, but may appeal assessments for individual calls, otherwise imposed by this CONTRACT.

**5.26 Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this CONTRACT, the PROVIDER shall notify the County within one (1) working day, in writing and by telephone.

**5.27 On-Scene Collections**

PROVIDER's personnel shall not request for payment for services render under this CONTRACT in response to any 9-1-1 call either at the scene of the call, en route, or upon delivery of the patient.

**5.28 Billing and Collections**

PROVIDER's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

**5.29 Data Collection and Reporting Requirements**

PROVIDER shall maintain data collection and reporting systems that meet the following minimum standards:

- A. **Response Reporting Requirements:** PROVIDER shall submit response data in a form and/or format in compliance with California Health and Safety Code § 1797.227 and which is compliant with California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Information system (NEMSIS) standards to the ICEMA Data System.
- B. **Care Reporting:** PROVIDER's are required to complete an ICEMA approved ePCR to include a unique patient dispatch identifier in a format approved by ICEMA.
- C. **Posting of Data:** PROVIDER's personnel are required to post ePCR in a timely manner either during or shortly after arrival at the transport destination. In no circumstance, shall PROVIDER personnel post ePCR later than end of shift or, 12 hours, whichever occurs first.
- D. **Wi-Fi Hotspots:** PROVIDER shall establish and maintain, throughout the term of this CONTRACT, mobile hot spot access in each response unit for identified EMS first responders, fire departments, and other public safety entities for the specific purpose of the transfer of patient care related data to and from internal and/or external networks via Wi-Fi coverage zones.
- E. **Data Audits:** ICEMA may require an audit of patient care records and response time data.

F. **Personally Identifiable Information:** PROVIDER shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this CONTRACT, except for statistical information not identifying any participant. PROVIDER shall not use or disclose any identifying information for any other purpose other than carrying out the PROVIDER'S obligations under this CONTRACT, except as may be otherwise required by law. This provision will remain in force even after the termination of the CONTRACT.

G. **Financial Audits**

ICEMA may require an audit of books and records of the PROVIDER such audit shall be carried out by a person selected by the PROVIDER and approved by ICEMA. If agreement cannot be reached on a person to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by ICEMA. If there is any charge, cost or fee for such an audit such shall be paid by the PROVIDER.

H. **On-site Disclosure**

In addition to the aforementioned reports and data, PROVIDER shall maintain up-to-date records and data pertaining to its services specific to its ICEMA operations, as listed below. PROVIDER shall make such reports and data available for on-site review and inspection, upon request of ICEMA.

- 1) Services by Payer Source.
- 2) Services provided by category (e.g., ALS, BLS and mileage) and by financial class.
- 3) Services by date of service.
- 4) Collections by payer source.

6. **ICEMA RESPONSIBILITIES**

6.01 **Ambulance Rates**

PROVIDER acknowledges that ICEMA has the authority to determine rates for services provided under this CONTRACT and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this CONTRACT but may be modified or adjusted pursuant to ICEMA's established process.

6.02 **Dispute and Grievance Procedure**

A. **Dispute Resolution**

ICEMA's duties shall include the monitoring of operation of this CONTRACT and ensuring that PROVIDER fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this CONTRACT.

B. **Monthly Performance Reports**

ICEMA shall review monthly reports regarding PROVIDER's performance under the terms and conditions of this CONTRACT and shall assess liquidated damages to be paid by PROVIDER, if any, as specified herein and according to the terms hereof. Such reports shall include, but not limited to, a summary report of all response time exemptions requested by PROVIDER. The reports shall provide a detailed explanation of all response time exception requests, which PROVIDER chooses to submit for consideration.

PROVIDER shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's determination concerning the assessment of any liquidated damages.

**C. Disputes and Grievances**

ICEMA shall attempt to resolve disputes or grievances concerning contract performance matters between PROVIDER and any city fire district, public agency, consumer of service, and any other interested person or Party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or Party filing said dispute and grievance has exhausted all other remedies, which are reasonable available.

**6.03 Inaccuracies or Misrepresentations**

If in the administration of a CONTRACT, ICEMA determines that PROVIDER has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to ICEMA during the RFP process, the CONTRACT may be immediately terminated. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

**7. GENERAL CONTRACT REQUIREMENTS**

**7.01 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**7.01 Legality and Severability**

The Parties' actions under the CONTRACT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the CONTRACT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**7.03 Representation of ICEMA**

In the performance of the CONTRACT, PROVIDER, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA, the County of Inyo or, the County of San Bernardino.

**7.04 Relationship of the Parties**

Nothing contained in this CONTRACT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**7.05 Primary Point of Contact**

PROVIDER will designate an individual to serve as the primary point of contact for the CONTRACT. PROVIDER or designee must respond to ICEMA inquires within two (2) business days. PROVIDER shall not change the primary contact without written notification and acceptance of the ICEMA. PROVIDER will also designate a back-up point of contact in the event the primary contact is not available.

**7.06 Change of Address**

PROVIDER shall notify ICEMA in writing of any change in mailing address within ten (10) business days of the change.

**7.07 Subcontracting**

PROVIDER agrees not to enter into any subcontracting contracts for work contemplated under the CONTRACT without first obtaining written approval from the ICEMA. Any subcontracting shall be subject to the same terms and conditions as PROVIDER. PROVIDER shall be fully responsible for the performance and payments of any subcontractor's contract.

**7.08 Contract Assignability**

Without the prior written consent of the ICEMA, the CONTRACT is not assignable by PROVIDER either in whole or in part.

**7.09 Contract Amendments**

PROVIDER agrees any alterations, variations, modifications, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the person(s) authorized to do so on behalf of PROVIDER and ICEMA.

**7.10 Duration of Terms**

This CONTRACT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties, provided no such assignment is in violation of the provisions of this CONTRACT.

**7.11 Time of the Essence**

Time is of the essence in performance of this CONTRACT and of each of its provisions.

**7.12 Strict Performance**

Failure by a Party to insist upon the strict performance of any of the provisions of this CONTRACT by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this CONTRACT thereafter.

**7.13 Mutual Covenants**

The Parties to this CONTRACT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**7.14 Contract Exclusivity**

ICEMA reserves the right to enter into contract(s) with other providers for EMS Aircraft Air Ambulance/Air Rescue services. ICEMA does not guarantee or represent that the PROVIDER will be permitted to perform any minimum amount of work, or receive compensation other than on a per response/transport basis, under the terms of this CONTRACT.

#### **7.15 Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the CONTRACT, the PROVIDER shall notify ICEMA within one (1) working day, in writing and by telephone.

#### **7.16 Attorney Fees and Costs**

If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorneys' fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section 8 "Indemnification and Insurance Requirements".

#### **7.17 Venue**

The venue of any action or claim brought by any Party to this CONTRACT will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this CONTRACT is brought by any third-party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

#### **7.18 Choice of Law**

This CONTRACT shall be governed by and construed according to the laws of the State of California.

#### **7.19 Reserved.**

#### **7.19 Licenses, Permits, and/or Certifications**

PROVIDER shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The PROVIDER shall maintain these licenses, permits, and/or certifications in effect for the duration of this CONTRACT. PROVIDER will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and/or certifications may result in immediate termination of this CONTRACT.

#### **7.20 Reserved.**

#### **7.21 Conflict of Interest**

PROVIDER shall make all reasonable efforts to ensure that no ICEMA or Inyo County officer or employee, whose position in ICEMA or Inyo County enables him/her to influence any award of this CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of this CONTRACT or shall have any relationship to the PROVIDER or officer or employee of the PROVIDER.

#### **7.22 Improper Consideration**

PROVIDER shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this CONTRACT.



ICEMA, by written notice, may immediately terminate any CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a CONTRACT has been awarded.

PROVIDER shall immediately report any attempt by an ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from PROVIDER. The report shall be made to the supervisor or manager charged with supervision of the employee or to ICEMA's EMS Administrator. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

#### **7.23 Former ICEMA, Inyo or San Bernardino County Officials**

PROVIDER agrees to provide or has already provided information on former ICEMA, Inyo or San Bernardino County administrative officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former ICEMA, Inyo or San Bernardino County administrative officials who terminated ICEMA, Inyo or San Bernardino county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of PROVIDER. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Administrator/Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **7.24 Reserved.**

#### **7.25 Material Misstatement/Misrepresentation**

If during the course of the administration of this CONTRACT, ICEMA determines that PROVIDER has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this CONTRACT may be immediately terminated. If this CONTRACT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

#### **7.26 Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the PROVIDER pursuant to this CONTRACT shall be considered property of ICEMA. All such items shall be delivered to ICEMA at the completion of work under this Contract, subject to the requirements of Section 7.41 "Termination for Convenience". Unless otherwise directed by ICEMA, PROVIDER may retain copies of such items.

#### **7.27 Copyright**

ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this CONTRACT including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this CONTRACT shall acknowledge ICEMA as the local emergency medical agency (LEMSA) and PROVIDER as the creator of the publication. No such materials or properties produced in whole or in part under this CONTRACT shall be subject to private use, copyright or patent right by PROVIDER in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this CONTRACT must be filed with ICEMA prior to publication.

## **7.28 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this CONTRACT or PROVIDER's relationship with ICEMA may be made or used without prior written approval of ICEMA.

7.29 Reserved.

7.30 Reserved.

## **7.31 Air, Water Pollution Control, Safety and Health**

PROVIDER shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this CONTRACT.

## **7.32 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this CONTRACT, the PROVIDER agrees that the PROVIDER and the PROVIDER's employees, while performing service for ICEMA, within ICEMA's area of authority, or while using ICEMA and/or Inyo County equipment:

- A. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- C. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a PROVIDER or PROVIDER's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The PROVIDER shall inform all employees that are performing service for ICEMA within ICEMA's area of authority, or using Inyo County equipment, of ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for ICEMA.

ICEMA may terminate for default or breach of this CONTRACT and any other contract/agreement the PROVIDER has with ICEMA, if the PROVIDER or PROVIDER's employees are determined by ICEMA not to be in compliance with above.

## **7.33 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this CONTRACT are the property of the ICEMA. These items must be returned to ICEMA within ten (10) days, upon written notification to the PROVIDER. In the event of a failure to return the documents, ICEMA is entitled to pursue any available legal remedies.

## **7.34 Environmental Requirements**

In accordance with County Policy 11-10, ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires PROVIDER to use

recycled paper for any printed or photocopied material created as a result of this CONTRACT. PROVIDER is also required to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

To assist ICEMA in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), PROVIDER must be able to annually report the ICEMA's environmentally preferable purchases. Services providers are asked to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

#### **7.35 Employment Discrimination**

During the term of the CONTRACT, PROVIDER shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. PROVIDER shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **7.36 Debarment and Suspension**

The PROVIDER certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

#### **7.37 Informal Dispute Resolution**

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this CONTRACT or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

#### **7.38 Reserved.**

#### **7.39 ICEMA Representative**

ICEMA's EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this CONTRACT, including termination and assignment of this CONTRACT, and shall be the final authority in all matters pertaining to the Services/Scope of Work by PROVIDER. ICEMA's Board of Directors, the San Bernardino County Board of Supervisors, acting as ICEMA's Board of Directors, must approve all amendments to this CONTRACT.

#### **7.40 Records**

PROVIDER shall maintain all records and books pertaining to the delivery of services under this CONTRACT and demonstrate accountability for contract performance. All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the CONTRACT.

All records relating to the PROVIDER's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be

kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

#### **7.41 Termination for Convenience**

ICEMA for its convenience may terminate this CONTRACT in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the PROVIDER for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice PROVIDER shall promptly discontinue services unless the notice directs otherwise. PROVIDER shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **7.42 Notice of Delays**

Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that Party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

#### **7.43 Disclosure of Criminal and Civil Procedures**

ICEMA reserves the right to request the information described herein from the PROVIDER selected for Contract award. Failure to provide the information may result in termination of PROVIDER's CONTRACT. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. PROVIDER also may be requested to provide information to clarify any question(s). Negative information provided or discovered may result in termination of PROVIDER's CONTRACT if not divulged prior to award or as may be required herein.

PROVIDER may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the PROVIDER will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

PROVIDER may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the PROVIDER will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **7.44 Personally Identifiable Information**

PROVIDER shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. PROVIDER shall not use or disclose any identifying information for any other purpose other than carrying out the PROVIDER'S obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

#### **7.45 Service Area and Response Zones**

##### **A. Service Area Defined**

A description of each EOA is set forth in Exhibit 1 (Exclusive Operating Area Descriptions). Exhibit 2 (Exclusive Operating Area Map) or "Service Area Map" sets forth the area of operation in map format which is primary to this CONTRACT.

##### **B. Resource Requirements**

PROVIDER shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.

##### **C. Response Zones**

Population density based "response zones" (urban, suburban, rural and wilderness) and sub-response zones as established within each EOA or service area are depicted in Exhibit 2 (Exclusive Operating Area Map).

#### **7.46 Outside Work**

PROVIDER shall not be prohibited from doing outside work, which is unrelated to ALS or medical transportation, so long as such work does not detract from PROVIDER's primary emergency services responsibilities under this CONTRACT.

#### **7.47 Change of Ownership**

Any change in ownership equal to or greater than fifty percent (50%) of PROVIDER's company shall be considered a form of assignment of this CONTRACT, and must be approved by ICEMA, provided that ICEMA shall not unreasonably withhold its approval of such change in ownership.

### **8. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

#### **8.01 Indemnification**

The PROVIDER agrees to indemnify, defend (with counsel reasonably approved by ICEMA) and hold harmless ICEMA and the Counties of Inyo and San Bernardino and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this CONTRACT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by ICEMA and the Counties of Inyo and San Bernardino on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The PROVIDER indemnification obligation applies to ICEMA's as well as the Counties of Inyo and San Bernardino's "active" as well as "passive" negligence but does not apply to ICEMA's or the Counties of Inyo and San Bernardino's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

## **8.02 Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA and the Counties of Inyo and San Bernardino and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for ICEMA and the Counties of Inyo and San Bernardino to vicarious liability but shall allow coverage for ICEMA and the Counties of Inyo and San Bernardino to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

## **8.03 Waiver of Subrogation Rights**

The PROVIDER shall require the carriers of the above required coverages to waive all rights of subrogation against ICEMA and the Counties of Inyo and San Bernardino, their officers, employees, agents, volunteers, PROVIDERs, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the PROVIDER and PROVIDER's employees or agents from waiving the right of subrogation prior to a loss or claim. The PROVIDER hereby waives all rights of subrogation against ICEMA and the Counties of Inyo and San Bernardino.

## **8.04 Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA and/or the Counties of Inyo and San Bernardino.

## **8.05 Severability of Interests**

The PROVIDER agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the PROVIDER and ICEMA and the Counties of Inyo and San Bernardino or between ICEMA and/or the Counties of Inyo and San Bernardino and any other insured or additional insured under the policy.

## **8.06 Proof of Coverage**

The PROVIDER shall furnish Certificates of Insurance to ICEMA and the County Departments' administering the CONTRACT evidencing the insurance coverage at the time the CONTRACT is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to ICEMA, and PROVIDER shall maintain such insurance from the time PROVIDER commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this CONTRACT, the PROVIDER shall furnish copies of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

## **8.07 Acceptability of Insurance Carrier**

Unless otherwise approved by San Bernardino County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

#### **8.08 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by San Bernardino County's Risk Management.

#### **8.09 Failure to Procure Coverage**

In the event that any policy of insurance required under this CONTRACT does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA and/or the Counties of Inyo and San Bernardino have the right but not the obligation or duty to cancel the CONTRACT or obtain insurance if it deems necessary and any premiums paid by ICEMA and/or the Counties of Inyo and San Bernardino will be promptly reimbursed by the PROVIDER or ICEMA and/or the Counties of Inyo and San Bernardino payments to the PROVIDER(s)/Applicant(s) will be reduced to pay for ICEMA and/or the Counties of Inyo and San Bernardino purchased insurance.

#### **8.10 Insurance Review**

Insurance requirements are subject to periodic review by ICEMA and/or the Counties of Inyo and San Bernardino. The San Bernardino County Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the County of San Bernardino Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of ICEMA and the Counties of Inyo and San Bernardino. In addition, if the San Bernardino County Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the San Bernardino County Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and/or the Counties of Inyo and San Bernardino, inflation, or any other item reasonably related to ICEMA and/or the Counties of Inyo and San Bernardino risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this CONTRACT. PROVIDER agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA and/or the Counties of Inyo and San Bernardino to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part ICEMA or the Counties of Inyo and San Bernardino.

#### **8.11 Insurance Specifications**

The PROVIDER agrees to provide insurance set forth in accordance with the requirements herein. If the PROVIDER uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the PROVIDER agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the PROVIDER shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- A. Workers' Compensation/Employers Liability - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's

Liability with \$250,000 limits, covering all persons providing services on behalf of the PROVIDER and all risks to such persons under this CONTRACT.

If PROVIDER has no employees, it may certify or warrant to ICEMA and the Counties of Inyo and San Bernardino that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by San Bernardino County's Director of Risk Management.

With respect to PROVIDERs that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- B. Commercial/General Liability Insurance - The PROVIDER shall carry General Liability Insurance covering all operations performed by or on behalf of the PROVIDER providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal Injury.
- 6) Contractual liability.
- 7) \$3,000,000 general aggregate limit.

- C. Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the PROVIDER is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the PROVIDER owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- D. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- E. Professional Services Requirements

Professional Liability - Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance - Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.



If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

F. Environmental Agreements - In addition to the Basic Requirements/Specifications for all agreements, any agreement that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.

- 1) Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the ICEMA and the Counties of Inyo and San Bernardino without any restrictions.
- 2) If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

## 9. RIGHT TO MONITOR AND AUDIT

### 9.01 Additional Authority

In addition to ICEMA's authority under Section 5.29 "Data Collection and Reporting Requirements" at any time during normal business hours, and as often as may reasonably be deemed necessary, ICEMA's representatives may observe PROVIDER's operations. PROVIDER shall make available to ICEMA for its examination, its records with respect to all matters covered by this CONTRACT, and make excerpts or transcripts from such records, and may make audits of the agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this CONTRACT. ICEMA representatives may, at any time, and without notification, directly observe PROVIDER's operation at any of PROVIDER's facilities including dispatch, maintenance, operations, unit station(s), posting location(s), etc. ICEMA representatives may ride as "third person" on any of the PROVIDER's units at any time, provided that in exercising this right to inspection and observation, ICEMA representatives shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.

### 9.02 Exception to Section

In terms of Section 9 "Right to Monitor and Audit" of this CONTRACT shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this CONTRACT has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this CONTRACT, and upon demand, ICEMA shall have immediate access to PROVIDER's operations, data, and records.

## 10. CORRECTION OF PERFORMANCE DEFICIENCIES

10.01 Failure by PROVIDER to comply with any of the provisions, covenants, requirements or conditions of this CONTRACT shall be a material breach of this CONTRACT.

10.02 In the event of a material breach, ICEMA may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- A. **Opportunity to Cure Material Breach:** Afford PROVIDER thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA; and/or
- B. **Minor Breach of CONTRACT:** ICEMA shall also have the power to assess liquidated damages for PROVIDER's "minor breaches" of this CONTRACT. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this CONTRACT that do not amount to a major breach of the CONTRACT, as delineated in Section 10.02.C "Major Breach of Contract" of this section.
- C. **Major Breach of Contract:** A major breach of Conditions and circumstances which, shall constitute a major breach of contract by the PROVIDER shall include the following:
  - 1) Failure of the PROVIDER to operate its services in a manner which enables ICEMA and the PROVIDER to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this CONTRACT. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
  - 2) Failure to comply with response time requirements ninety percent (90%) of the time for any month within the EOA for three (3) consecutive months or four (4) months in any twelve (12) consecutive month period shall be considered a major breach of contract.
  - 3) Response time compliance falls below 80 percent (80%) for any month within the term of this CONTRACT.
  - 4) Intentional falsification or omission of data or information supplied to ICEMA, which affects or has the effect of enhancing PROVIDER's performance under this CONTRACT.
  - 5) Failure to report and comply when penalty provisions apply.
  - 6) Failure to maintain in force throughout the term of this CONTRACT, including any extensions thereof, the insurance coverage required herein.
  - 7) Multiple or un-remediated failures to correct any minor breach within a reasonable period of time.
  - 8) Any act or omission of PROVIDER, which, in the reasonable opinion of the ICEMA's EMS Administrator and/or ICEMA's Medical Director, poses a serious risk to public health and safety.
  - 9) PROVIDER terminates its CONTRACT with the County for provision of indigent transport services.

### 10.03 Appeals to ICEMA

ICEMA's decisions in the matters referred to above may be appealed by PROVIDER to ICEMA's Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to ICEMA's Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. ICEMA's Governing Board's decision shall be final. Notwithstanding this provision, PROVIDER may utilize the Dispute Resolutions as set forth in Section 6.02 "Dispute and Grievance Procedure" of this CONTRACT for final resolution of such disputes.

ICEMA's EMS Administrator, after giving notice to PROVIDER, may take matter directly and immediately to ICEMA's Governing Board for its determination under the above provisions.

#### 10.04 Notice of Default

Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this CONTRACT or to pursue any appropriate legal remedy in the event of a major breach. In such instance, ICEMA shall provide written notice to PROVIDER specifying the date and time of intended termination or takeover.

#### 10.05 Emergency Takeover

Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a major breach, actual or threatened, has or will occur, or that public health and safety are endangered, and after PROVIDER has given notice and an opportunity deemed reasonable by ICEMA's EMS Administrator, to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the Governing Board. If the Governing Board concurs that (1) a breach has occurred, (2) the PROVIDER has failed to cure the breach, and (3) that the health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of PROVIDER's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate.

#### 10.06 Takeover Cooperation

PROVIDER shall not be prohibited from disputing any such finding of major breach through litigation, provided that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by ICEMA.

- A. These provisions are specifically stipulated and agreed to by both Parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
- B. PROVIDER's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the PROVIDER of the finding of major breach, and shall not in any way jeopardize PROVIDER's right to recovery should a court later find that declaration of major breach was made in error. However, failure on the part of the PROVIDER to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a major breach of this CONTRACT, even if it was later determined that the original declaration of major breach was made in error.
- C. ICEMA's Governing Board shall be the final authority for ICEMA.

### 11. NOTICES

All written notices provided for in this CONTRACT or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other Party as follows:

To PROVIDER:  
CEO  
Symons  
18592 Cajon Blvd.  
San Bernardino, CA 92407

To ICEMA:  
EMS Administrator  
Inland Counties Emergency Medical Agency  
1425 South D Street  
San Bernardino, CA 92415-0060

Notice shall be deemed communicated two (2) ICEMA working days from the time of mailing if mailed as provided in this paragraph.

**12. ENTIRE AGREEMENT**

This CONTRACT, including all exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive CONTRACT between the Parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this CONTRACT not expressly set forth herein are of no force or effect. This CONTRACT is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this CONTRACT and signs the same of its own free will.

IN WITNESS WHEREOF, ICEMA of San Bernardino and the PROVIDER have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

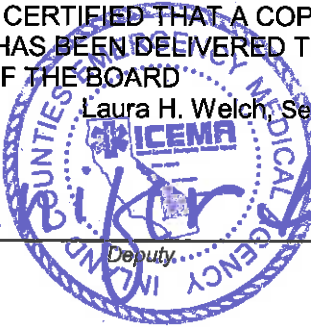
INLAND COUNTIES EMERGENCY MEDICAL AGENCY

[Signature]  
James Ramos, Chairman, Board of Directors

Dated: NOV 15 2016

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary  
[Signature]  
Deputy



Summers Ambulance  
(Print or type name of corporation, company, PROVIDER, etc.)

By [Signature]  
(Authorized signature - sign in blue ink)

Name Jeff Grange  
(Print or type name of person signing Contract)

Title President + CEO  
(Print or Type)

Dated: 10/4/2016

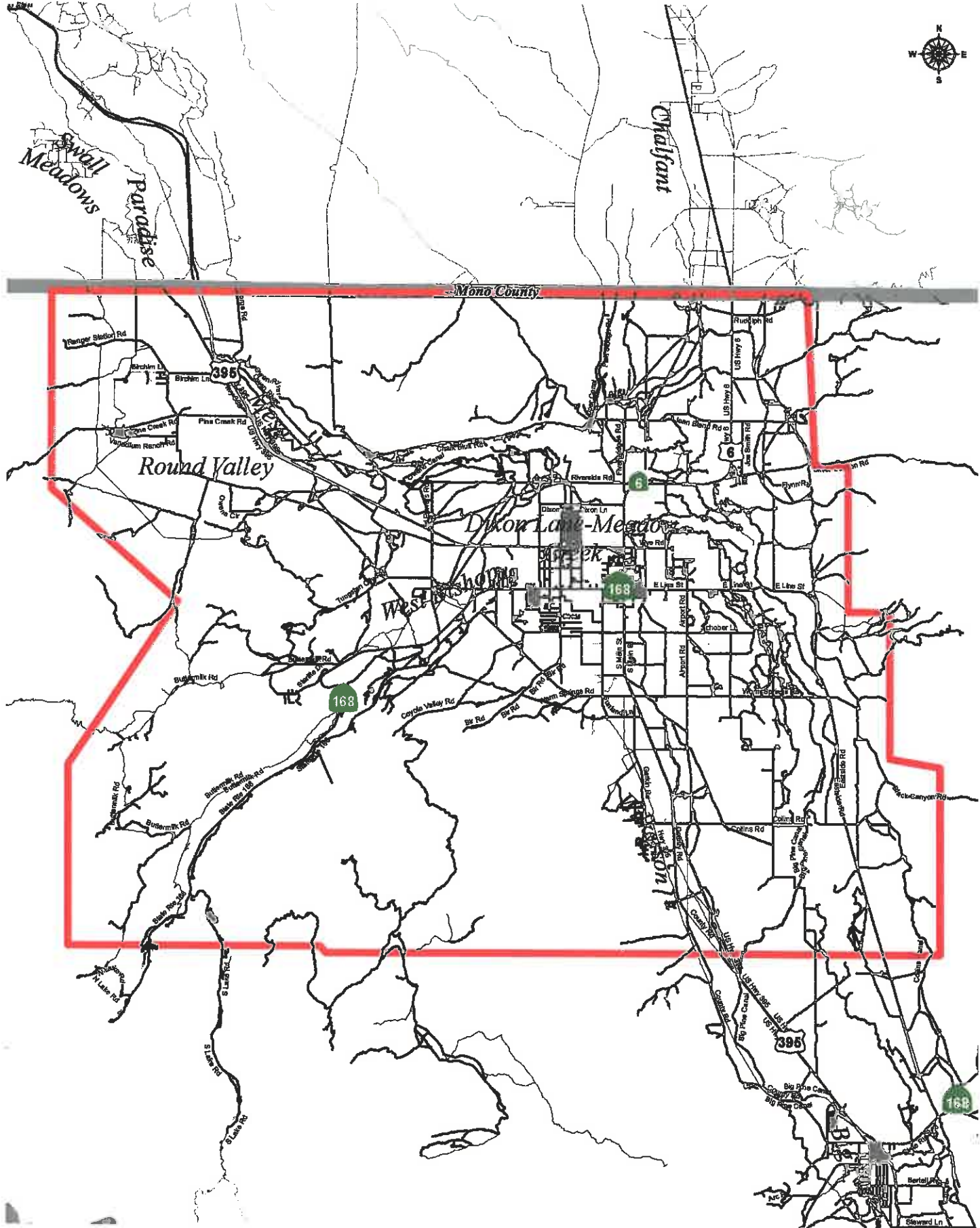
Address 68592 Canyon Blvd.  
San Bernardino, CA 92407

Approved as to Legal Form  
[Signature]  
County Counsel  
Date 10/26/16

Reviewed by Contract Compliance  
Date \_\_\_\_\_

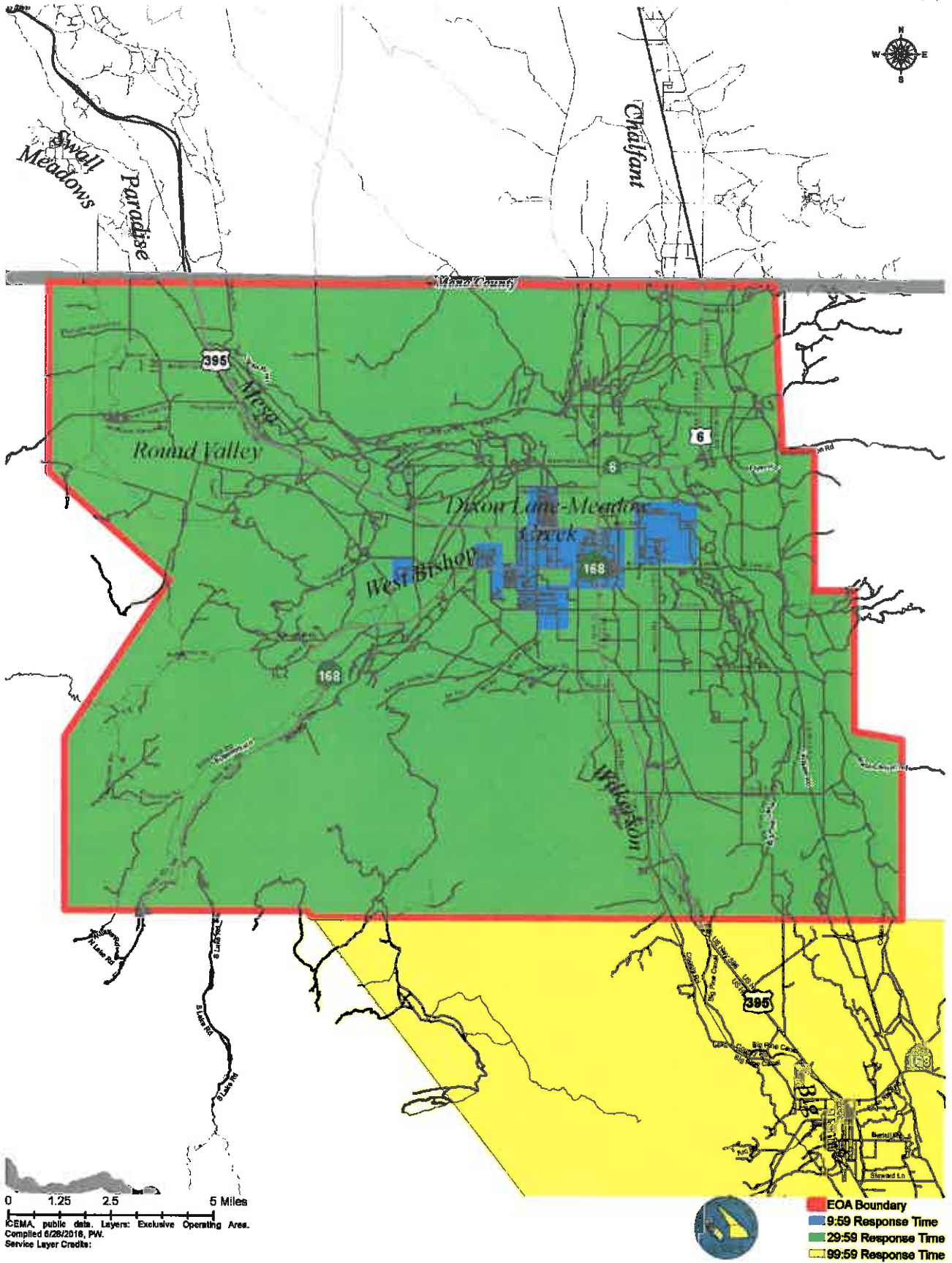
Presented to BOS for Signature  
[Signature]  
Department Head  
Date 10-26-16

# Exhibit 1 - Exclusive Operating Area (1)





## Exhibit 2 - EOA Maps/Response and Subresponse Zones (1)



**Provider's Interfacility  
Response Time Performance Goals**

Immediate transport, no notice BLS.....60 minutes

Immediate transport no notice ALS.....60 minutes

Scheduled transport (greater than 2 hours notice).....within 15 minutes of scheduled apointment

Specialized transport estimated time of arrival to be determined based upon specifics of request



**Inland Counties Emergency Medical Agency  
Effective July 1, 2001**

**Preface**

The Response Time Measurements and Methods are divided into the following areas:

- Reference Maps Designations
- Response Zone Categories
- Response Times Standards (Goals)
- Measurement Methods and Manners

For public agencies the standards as specified below are recognized as goals.

Code 2 Response Times are not measured or recorded by all organizations at this time. ICEMA will monitor and evaluate available Code 2 response times for six months following the adoption of the Response Time Measurements and Methods. This analysis will be brought back to the Response Time Subcommittee. At that time the "Response Time Standards for Code 2 Response" and other definitions, which include Code 2 response may be changed to reflect conditions. The Response Time Subcommittee recognizes that Code 2 response times may be more available from Metropolitan/Urban/Suburban areas.

**Reference Map Designation**

TERM	DEFINITION/JUSTIFICATION	NHTSA ELEMENT
Response Zone Reference Designation	The latest available U.S. census population maps, by census tract, shall be used as the point of reference baseline to categorize standard response times for the response zones. When necessary, the maps may be broken down to the block groups to determine the dividing line for response zones. These maps shall be updated every 3 years using California Department of Finance data and other reliable data sources.	Not included
Sub-Response Zone Reference Designation	The latest available U.S. Census Population maps, by census tract and block, shall be used as the point of reference baseline to categorize response times that may vary from the standard response time. These maps may also include specific geographical or population notations.	Not included
Sub-Response Zone Reference (cont.)	The notations may include: <ul style="list-style-type: none"> <li>a. Road conditions</li> <li>b. Seasonal weather conditions</li> <li>c. Unusual population distribution within the census tract</li> <li>d. City, county, state or federal boundaries</li> <li>e. Other significant geographical features</li> </ul>	

## Response Time Measurements and Methods

### Response Zone Population Categories

TERM	DEFINITION/JUSTIFICATION	NHTSA ELEMENT
Metropolitan/Urban/ Suburban	A Single classification for a response zone which includes the following populated areas: Metropolitan = > 500 people per square Urban = 101 to 500 people per square mile Suburban = 51 to 100 people per square mile	Not included
Rural	Classification for a response zone which contains a population of 7 to 50 people per square mile	Not included
Wilderness	Classification of a response zone which contains a population of less than 7 people per square mile	Not included

### Response Time Standards (Goals)

TERM	DEFINITION/JUSTIFICATION	NHTSA ELEMENT
Response Time Standards for Code 3 Response	The Response Zone response time standard for Code 3 response corresponds to its population category. The Standard Response Time is the measured Call Response Interval. These response time standards are: Metropolitan/Urban/Suburban <or = 9:59 minutes Rural <or = 29:59 minutes Wilderness <or = 99:59 minutes	Not included
Response Time Standard for Code 2 Response	The Response Zone response time per call for a Code 2 response corresponds to its population category. The Response Time is the measured Call Response Interval. These response time standards are: Metro/Urban/Suburban <or = 22:59 minutes Rural <or = 44:59 minutes Wilderness <or = 99:59 minutes	Not included
Response Time Standard for Code 3 Response Downgraded to Code 2	The Response Zone response time per call for a Code 3 response downgraded to a Code 2 response corresponds to its population category. The response time standard equals the Code 3 response time interval and the Code 2 response time interval. The response time standards are: Metro/Urban/Suburban <or = 22:59 minutes (total time) Rural <or = 44:59 minutes (total time) Wilderness <or = 99:59 minutes (total time)	Not included
Response Time Standard for Code 2 Response Upgraded to Code 3 Response	The Response Zone response time per call for a Code 2 response upgraded to a Code 3 response corresponds to its population category and the following time parameters. The total of these two intervals shall not exceed the response time standards for a Code 2 response.  The response time standard equals the Code 3 response time interval at the time the response is upgraded from Code 2 to Code 3. These intervals are: Metropolitan/Urban/Suburban <or = 9:59 minutes Rural <or = 29:59 minutes Wilderness <or = 99:59 minutes	Not included
Sub-Response Zone Time Standard	Sub-Response Zone Time Standard corresponds to a defined Sub-Response Zone Reference with documented characteristics that may allow deviation from the Response Time Standard.	Not included

## Response Time Measurements and Methods

### Measurement Methods and Manners

TERM	DEFINITION/JUSTIFICATION	NHTSA ELEMENT
Call Response Interval Calculation	The elapsed time measured in minutes:seconds from the "Time Dispatch Notified - Provider" to "Time Arrival at Scene/Staging".	Not included
Response Time Analysis for Code 3 Responses	The fractile of the standard response times and subzone response times within 90% will be used for analyzing response time. Calls which fall outside the following times will be reviewed: Metropolitan/Urban/Suburban > 22:59 minutes Rural > 44:59 minutes Wilderness > 99:59 minutes	Not included
Response Time Analysis for Code 2 Responses	The fractile of the standard response times and subzone response times within 90% will be used for analyzing response time.	Not included
Time Recordation	Time recordation shall include date, hour, minutes and seconds in military time.	Not included
Recordkeeping	Each reporting entity shall give a statement with reference to their record keeping method. These methods in order of preference are:  Computer Aided Dispatching (CAD) - The preferred recording method is through CAD. Time Data is automatically entered into a computer database with a telephone ringing at the dispatching entity. Measurement may vary from system to system; that is, one system may note the time at the first ring while another system may note the time at a second ring. Measurement systems also vary in time notation in that one system may note the time on the operator's first keystroke while another system may record time at the completion of certain data fields.	Not included
Recordkeeping (cont.)	Manual Electronic Recordation - The second preferred recording method is manual recordation by the dispatching entity into a computer database through a keystroke or "clock stamp" mechanism during the time of the dispatch event. Measurement systems also vary in time notation in that one system may note the time on the operator's first keystroke while another system may record time at the completion of certain data fields.  Manual Recordation - The third method is manual recordation onto paper during the dispatch event. These times are then input into a computer database during the call or at a later date.	
Failure to report "Time Arrival at Scene/Staging"	The time of first communication from the on-scene unit to dispatching entity shall be used as the "Time Arrival at Scene/Staging" or time of communication failure, whichever is less.	Not included
Lights and Sirens to Scene	The use of lights and sirens enroute to scene. 01 Emergent, with lights and sirens (Code 3) 02 Initial emergent, downgraded to no lights and sirens 03 Initial non-emergent, upgraded to lights and sirens 88 Not applicable	Data element 19
Type of Services Requested	Type of service requested. 01 Scene 02 Unscheduled Interfacility Transfer 03 Scheduled Interfacility Transfer 04 Urgent Interfacility Transfer 05 Urgent Interfacility Transfer 05 Standby 06 Rendezvous 07 On Scene/Staging	Data element 20

	08 Ground Rescue/Technical Assistance 10 Mutual Aid 88 Not Applicable 99 Unknown	
Communications Failure - Time Notation Procedure	In the event of communications failure time will be noted manually by on-scene personnel	Not included

The following "Type of Service" terms require further definition.

01 Scene - Refers to direct response to scene of incident or injury, such as roadway, etc. (NHTSA Standard)

02 Unscheduled Interfacility Transfer - Refers to transfer of patients from one facility to another facility. Requested when a patient has a non-life threatening conditions. (NHTSA Standard)

03 Scheduled Interfacility Transfer - Refers to transfers of patients from one facility to another facility when the transfer is scheduled in advance. Requested when a patient requires service(s) that are not available at the emergency room facility.

04 Urgent Interfacility Transfer - Requested when a patient has a life threatening condition at the emergency room/clinic, requires a higher level of care, and the required service(s) is/are not available at the emergency room facility. This term includes pediatric transfers.

08 Ground Rescue/Technical Assistance - Requested when special equipment and/or preparation time is needed to retrieve and assist the patient.

10 Mutual Aid - Requested when additional resources are needed. The responding out-of-area resources may require more than the defined "Standard Response Time" to arrive at the call.

Inland Counties Emergency Agency

Preface

The Response Time Subcommittee developed the definitions below which were subsequently recommended for approval by the ICEMA Response Time Task Force. The original subcommittee is comprised of San Bernardino County Fire Chiefs' Association and AMR/San Bernardino County Ambulance Association; the Task Force is comprised of representatives from the San Bernardino County Ambulance Association and the San Bernardino County Fire Chiefs' Association. Source materials included the original subcommittee's draft, October 20, 2000, for response time terminology and the National Highway Traffic Safety Administration's (NHTSA) 80 EMS data points and definitions.. The Subcommittee recognizes that, although NHTSA terminology is preferred, additional and more specific definitions are needed.

This document was distributed to all stakeholders for a 30-day comment period. The Emergency Medical Care Committees in Inyo, Mono, and San Bernardino County have recommended approval of this document. Minor changes were reviewed and recommended for approval by the San Bernardino County EMCC at their 9/20/01 meeting; those changes are incorporated in this document.

The terms are in a chronological order as they occur in an emergency medical incident.

Point- in-Time Terms:

ICEMA DATA ELEMENT	TERM	DEFINITION	NHTSA DATA ELEMENT
1	*Onset Date	Date of onset of symptoms or injury date.	6
2	*Onset Time	Time of onset of symptoms or injury time.	7
3	*Recognition Time	Time that an incident is recognized as a reportable emergency.	<b>Not included</b>
4	Date Incident Report	The date the call is received by the Public Service Answering Point or other designated entity.	8
5	*Time Incident Reported- Primary PSAP	Time call is first received by the Public Service Answering Point or other designated entity. (NHTSA recognizes one PSAP designation in their data set. The ICEMA Region uses primary and secondary PSAPs.)	9
6	*Time Dispatch Notified -- Secondary PSAP	Time call is first received by the Secondary Public Service Answering Point or other designated entity. (The subcommittee agreed to use NHTSA definition and refine the definition for Secondary and Provider).	<b>Not included</b>
7	Time Dispatch Notified-Provider Dispatch	Time call is first received by the EMS provider agency dispatch	10
8	Date Unit Notified	Date response unit is notified by EMS dispatch.	11
9	Time Unit Notified	Time response unit is notified by the EMS dispatch.	12

<i>ICEMA DATA ELEMENT</i>	<i>TERM</i>	<i>DEFINITION</i>	<i>NHTSA DATA ELEMENT</i>
<i>10</i>	Time Unit Responding	Time that the response unit begins physical motion, i.e. wheels begin to turn.	13
<i>11</i>	Time Arrival at Scene/Staging	Time EMS unit stops physical motion at scene or staging area, i.e. wheels stop turning.	14
<i>12</i>	*Time of Arrival at Patient	Time response personnel establish direct contact with patient.	15
<i>13</i>	Time Unit Left Scene	Time when the response unit begins physical motion from scene, i.e. when the wheels begin to turn.	16
<i>14</i>	Time Arrival at Destination	Time when patient arrives at destination or transfer point, i.e. wheels stop turning.	17
<i>15</i>	*Time of Receipt of Patient at Receiving Facility	Time when receiving facility or transfer agency accepts transfer and care of the patient.	<b>Not included</b>
<i>16</i>	Time Back in Service -- not available	Time response unit back in service and not available for response.	<b>Not included</b>
<i>17</i>	Time Back in Service - available	Time response unit back in service and available for response.	18
<i>18*</i>	Time Unit Canceled Enroute	Time provider agency dispatch is notified that call is canceled.	Not included
<i>19*</i>	Time Unit Upgraded Code 3	Time when provider agency dispatch is notified that response is upgraded to Code 3 from Code 2.	Not included
<i>20*</i>	Time Unit Downgraded Code 2	Time when provider agency dispatch is notified that response is downgraded to Code 2 from Code 3.	Not included

\*Data element not currently reported on ICEMA Scantron Form

## Time Interval Terms:

Time intervals are recognized as cognitive measuring points; therefore while a true measuring point in some cases is the millisecond after the named data point, it is practical to use the recorded time (data point) as the measurement indicator for time interval terms.

TERM	ICEMA DATA ELEMENT	DEFINITION	NHTSA DATA ELEMENTS
Call Response Interval	7-11	The elapsed time, measured in minutes:seconds format, from the "Time Dispatch Notified-Provider Dispatch" to "Time Arrival at Scene/Staging".	10-14
*Preresponse Interval	2-5	The elapsed time, measured in minutes:seconds format, from "Onset Time" to "Time Incident Reported". This time measurement cannot be measured precisely.	7-9
*Activation Interval	5-7	The elapsed time, measured in minutes: seconds format, from the "Time Incident Reported" to "Time Dispatch Notified-Provider".	9-10
Dispatch Interval	7-9	The elapsed time, measured in minutes: seconds format, from the "Time Dispatched Notified-Provider" to "Time Unit Notified".	10-12
Reflex Interval	9-10	The elapsed time, measured in minutes: seconds format, from the "Time Unit Notified" to "Time Unit Responding".	12-13
Travel Time Interval	10-11	The elapsed time, measured in minutes:seconds format, from the "Time Unit Responding" to the "Time Arrival On Scene/Staging".	13-14
Scene Interval	11-13	The elapsed time, measured in minutes:seconds format, from the "Time Arrival at Scene" to the "Time Unit Left Scene".	14-16
Transport Interval	13-14	The elapsed time, measured in minutes:seconds format, from the "Time Unit Left Scene" to the "Time Arrival at Destination".	16-17
*Transfer of Care Interval	14-15	The elapsed time, measured in minutes:seconds format, from the "Time Arrival at Destination" to "Receipt of Patient at Receiving Facility".	17-Not included
*Inservice Interval	15-16	The elapsed time, measured in minutes:seconds format, from the "Receipt of Patient at Receiving Facility" to the "Time Back in Service – not available"	Not included
Unit Recovery Available Interval	15-17	The elapsed time, measured in minutes:seconds format, from the "Receipt of Patient at Receiving Facility" to the "Time Back in Service and available".	Not included - 18

\*Data element not currently reported on ICEMA Scantron Form



# Measuring Response Time Standard Compliance

# Exhibit 6

Measurement of response time standards compliance by providers is accomplished for each Exclusive Operating Area (EOA) using the fractile method. Utilizing the fractile method, the response time standards are defined such that the amount of time from receipt of code 3 call to arrival on scene must be less than a specified number of minutes for 90% of provider runs within a particular EOA. Using fictitious run data for a ten minute response time zone, comparison of a simple average response time calculation with a fractile response time calculation is shown below.

Run #	Response Time (min:sec)	Response Time (seconds)	Run #	Response Time (min:sec)	Response Time (seconds)
Run 1	8:56	536	Run 21	11:32	692
Run 2	12:13	733	Run 22	7:34	454
Run 3	4:49	289	Run 23	9:23	563
Run 4	11:10	670	Run 24	13:42	822
Run 5	13:55	835	Run 25	10:50	650
Run 6	4:25	265	Run 26	12:53	773
Run 7	13:09	789	Run 27	6:08	368
Run 8	14:39	879	Run 28	11:43	703
Run 9	0:57	57	Run 29	14:07	847
Run 10	10:54	654	Run 30	5:15	315
Run 11	12:51	771	Run 31	12:37	757
Run 12	3:12	192	Run 32	10:44	644
Run 13	14:29	869	Run 33	6:59	419
Run 14	2:42	162	Run 34	13:22	802
Run 15	6:24	384	Run 35	1:31	91
Run 16	11:59	719	Run 36	9:05	545
Run 17	12:20	740	Run 37	10:18	618
Run 18	3:35	215	Run 38	13:21	801
Run 19	9:51	591	Run 39	8:16	496
Run 20	10:33	633	Run 40	4:01	241
<b>Total</b>		<b>22,584</b>	<b>Total</b>		<b>22,584</b>
<b>Average</b>		<b>9:25</b>	<b>Average</b>		<b>565</b>

## Calculation of Average Response Time

Using data shown in table at left:

- (1) Convert response times from minutes/seconds to seconds for each run. In example, using Run #1,

$$8:56 = (8 \text{ minutes} \times 60 \text{ seconds/minute}) + 56 \text{ seconds} = 480 + 56 = 536 \text{ seconds}$$

- (2) Calculate total number of seconds for all runs. In example, total for 40 runs = 22,584 seconds

- (3) Calculate average number of seconds per run by dividing total number of seconds for all runs by the number of runs. In example,

$$22,584 \text{ seconds} / 40 \text{ runs} = 565 \text{ seconds per run}$$

- (4) Convert average number of seconds per run from seconds to minutes:seconds. In example,

$$565 \text{ seconds} / 60 \text{ seconds per minute} = 9 \text{ minutes and } 25 \text{ seconds.}$$

**Result:** In example, average response time is under 10 minutes. **MEETS 10 MINUTE RESPONSE TIME STANDARD.**

Response Time (Minutes)	Number of Runs	Percent of Total	Cumulative Percentage
<1	1	2.5%	2.5%
1 - <2	1	2.5%	5.0%
2 - <3	1	2.5%	7.5%
3 - <4	2	5.0%	12.5%
4 - <5	3	7.5%	20.0%
5 - <6	1	2.5%	22.5%
6 - <7	3	7.5%	30.0%
7 - <8	1	2.5%	32.5%
8 - <9	2	5.0%	37.5%
9 - <10	3	7.5%	45.0%
10 - <11	5	12.5%	57.5%
11 - <12	4	10.0%	67.5%
12 - <13	5	12.5%	80.0%
13 - <14	5	12.5%	92.5%
14 - <15	3	7.5%	100.0%
<b>Total</b>	<b>40</b>		
<b>Fractile</b>	<b>13 - &lt;14</b>		

## Calculation of Fractile Response Time

Using data shown in table above and demonstrated in table at left:

- (1) Create whole-minute groupings or "fractiles" beginning with <1 minute. For example, <1 minute, 1-<2 minutes, 2-<3 minutes, etc.

- (2) Count number of runs with response times within range of each fractile response time. In example, 3 runs had response times between 6 and 7 minutes.

- (3) For each fractile, calculate the percentage of all runs having response times within that fractile response time. In example, using the fractile response time 6 - <7 minutes,

$$(3 \text{ runs in fractile } 6-<7) / (40 \text{ total runs}) \times 100 = 7.5\%$$

- (4) Beginning with the lowest fractile, calculate the cumulative percentage of runs having response times equal to or less than each fractile. In example, using the fractile response time 6 - <7 minutes, sum percent of total for each fractile equal to or less than 6 - <7 minutes:

$$2.5\% + 2.5\% + 2.5\% + 5.0\% + 7.5\% + 2.5\% + 7.5\% = 30\%$$

- (5) Determine the fractile where the cumulative % is greater than or equal to 90%. **This is the fractile response time.** In example, cumulative percentage exceeds 90% in fractile 13 - <14 minutes, where it equals 92.5%.

**Result:** In example, fractile response time is 13 - <14 minutes. **DOES NOT MEET 10 MINUTE RESPONSE TIME STANDARD.**

**Summary:** In the above example, the provider meets the ten minute response time standard when using the average response time calculation, but fails to meet the standard when the fractile response time calculation is used. **Use of the fractile calculation creates a more stringent response time standard.** In the above example using the fractile method, the cumulative percentage for the 9-<10 minute fractile would have to be greater than or equal to 90% in order to satisfy the response time standard.



The response time standard for a particular run is determined by the location of the event or scene where provider service is required. Census tract population densities are used to determine the response time standard for Primary Response Time Zones. Primary Response Time Zones act as the default standard for all locations and are classified as either urban (9:59 response time), rural (29:59 response time), or wilderness (99:59 response time). Recognizing that census tract population densities alone do not always accurately reflect reasonable response time standards, Subresponse Time Zone standards have been created which supercede the Primary Response Time Zones. Subresponse Time Zone standards were developed in 2002 by the Response-Time Subcommittee of the ICEMA Response Time Task Force and subsequently accepted by the Emergency Medical Care Committee. Detailed maps displaying response time standards for San Bernardino County were also created and are available through ICEMA.

The fractile method for measuring response time standard compliance can be utilized for each response time zone within a particular EOA; however, providers are ultimately responsible for meeting the response time standard for 90% of all runs within their EOA as a whole. Thus, the possibility exists that a provider may fail to meet the standard for a particular response time within the EOA, while satisfying the standard for the entire EOA. Using fictitious run data for an EOA with multiple response time zones, calculation of overall EOA response time compliance is shown below.

Fictitious Run Data for EOA With Multiple Response Time Standards									
Response Time (Minutes)	9:59 Zone			19:59 Zone			29:59 Zone		
	# of Runs	Cumulative # of Runs	Cumulative Percentage	# of Runs	Cumulative # of Runs	Cumulative Percentage	# of Runs	Cumulative # of Runs	Cumulative Percentage
<1	23	23	1.5%	0	0	0.0%	0	0	0.0%
1 - <2	133	156	10.4%	3	3	1.2%	0	0	0.0%
2 - <3	119	275	18.2%	2	5	1.9%	0	0	0.0%
3 - <4	285	560	37.2%	2	7	2.7%	2	2	0.4%
4 - <5	210	770	51.1%	0	7	2.7%	0	2	0.4%
5 - <6	178	948	62.9%	1	8	3.1%	1	3	0.7%
6 - <7	203	1,151	76.4%	5	13	5.0%	1	4	0.9%
7 - <8	121	1,272	84.4%	3	16	6.2%	2	6	1.3%
8 - <9	63	1,335	88.6%	6	22	8.5%	5	11	2.4%
9 - <10	46	1,381	91.6%	13	35	13.6%	2	13	2.8%
10 - <11	30	1,411	93.6%	8	43	16.7%	4	17	3.7%
11 - <12	25	1,436	95.3%	7	50	19.4%	11	28	6.1%
12 - <13	31	1,467	97.3%	12	62	24.0%	17	45	9.8%
13 - <14	18	1,485	98.5%	16	78	30.2%	12	57	12.4%
14 - <15	11	1,496	99.3%	16	94	36.4%	16	73	15.9%
15 - <16	7	1,503	99.7%	21	115	44.6%	25	98	21.4%
16 - <17	3	1,506	99.9%	31	146	56.6%	26	124	27.0%
17 - <18	1	1,507	100.0%	28	174	67.4%	18	142	30.9%
18 - <19				24	198	76.7%	14	156	34.0%
19 - <20				15	213	82.6%	19	175	38.1%
20 - <21				10	223	86.4%	28	203	44.2%
21 - <22				7	230	89.1%	37	240	52.3%
22 - <23				9	239	92.6%	33	273	59.5%
23 - <24				6	245	95.0%	48	321	69.9%
24 - <25				5	250	96.9%	22	343	74.7%
25 - <26				2	252	97.7%	27	370	80.6%
26 - <27				4	256	99.2%	15	385	83.9%
27 - <28				1	257	99.6%	12	397	86.5%
28 - <29				0	257	99.6%	19	415	90.4%
29 - <30				1	258	100.0%	12	427	93.0%
30 - <31							6	433	94.3%
31 - <32							7	440	95.9%
32 - <33							4	444	96.7%
33 - <34							5	449	97.8%
>=34							10	459	100.0%

Fractile Response Time Calculations

Fictitious EOA run data shown in table at left includes response times for three response time zones – 9:59, 19:59, and 29:59.

Calculating the fractile response time for each response time zone as described in the previous example yields the following results:

- Fractile response time for 9:59 zone is 9 - <10 minutes (shaded row) – meets response time standard.
- Fractile response time for 19:59 zone is 22 - <23 minutes (shaded) - does not meet response time standard.
- Fractile response time for 29:59 zone is 28 - <29 minutes (shaded) – meets response time standard.

# Measuring EOA Compliance

## Calculation of EOA Compliance

Response Time Zone	Total Number of Runs	# of Runs at or Below Fractile Standard	% of Runs at or Below Fractile Standard	Compliance with Standard?
9:59	1,507	1,381	91.6%	Pass
19:59	258	213	82.6%	Fail
29:59	459	427	93.0%	Pass
<b>EOA Total</b>	<b>2,224</b>	<b>2,021</b>	<b>90.9%</b>	<b>Pass</b>

Using summary data from table below & left:

(1) Compute total number of runs in all response time zones:  $1,507 + 258 + 459 = 2,224$   
 response time (fractile) standard from each response time zone:  $1,381 + 213 + 427 = 2,021$

(2) Compute total percentage of runs in entire EOA that were at or below standard response time:  $2,021 / 2,224 \times 100 = 90.9\%$

Result: Over 90% of runs meet response time standard.  
*PROVIDER IS COMPLIANT AT EOA LEVEL.*

Summary: In the above example, fractile response time standards are met for the 9:59 and 29:59 response time zones, but not for the 19:59 zone. The

provider is compliant at the EOA level since over 90% of EOA runs were at or below the designated response time standard.

(3) Compute total number of runs at or below response time (fractile) standard from each response time zone:  $1,381 + 213 + 427 = 2,021$

(4) Compute total percentage of runs in entire EOA that were at or below standard response time:  $2,021 / 2,224 \times 100 = 90.9\%$

Result: Over 90% of runs meet response time standard. *PROVIDER IS COMPLIANT AT EOA LEVEL.*

Summary: In the above example, fractile response time standards are met for the 9:59 and 29:59 response time zones, but not for the 19:59 zone. The provider is compliant at the EOA level since over 90% of EOA runs were at or below the designated response time standard.

## ATTACHMENT E      RESOURCES

### On Airport Resources

- ARFF Vehicle: Oshkosh Striker 4x4, Index B, Class 4. Contains 1,500 Water/AFF and 450 lbs Potassium based dry chemical
- Forcible entry and extraction equipment including power cutters, spreaders and ram, as well as axes, mallets and pry bars
- Lighted barricades
- Lighted X's and yellow tarp X's for runway closures
- Bottled drinking water
- Fuel spill clean-up equipment
- Automated External Defibrillator
- First Aid supplies
- Temporary morgue

### Off Airport Resources

- Barricades for traffic control/road closures (ICSD and Road Department)
- Heavy Equipment – bulldozer, backhoe, water truck, sweeper, snow plows, etc (Road Department)
- Emergency Operations Center equipment and materials (Inyo EOC – Emergency Services Coordinator, Sheriff, BFD, Public Works)
- Fire response vehicles, including water tender (BFD)

## ATTACHMENT F CHECKLISTS

AIRCRAFT ACCIDENT CHECKLIST		
	RESPONSE ACTIONS	
<b>Response Phase:</b>  Accident is occurring	<b>ALERT NO. 1</b> This state of alert indicates an aircraft is approaching the Airport with minor difficulties. Standard notification of potential or occurring aircraft emergencies, during operating hours, will come from FSS via phone or over CTAF connecting directly to BIH personnel. <b>ARFF Response:</b> <ul style="list-style-type: none"> <li>• Proceed and stage at predetermined locations.</li> </ul>	<i>Operations and ARFF</i>
	<b>ALERT NO 2</b> This state of alert indicates an aircraft is approaching the airport with major difficulties. Standard notification of potential or occurring aircraft emergencies, during operating hours, will come from FSS via phone or over CTAF connecting directly to BIH personnel. <b>ARFF Response:</b> <ul style="list-style-type: none"> <li>• ARFF rescue personnel will stage at a predetermined taxi way to best accommodate the approaching aircraft. Additional responding apparatus will stage at predetermined locations and await further instruction.</li> </ul> <b>Police:</b> <ul style="list-style-type: none"> <li>• Respond and secure entry gate to the airport.</li> <li>• Maintain traffic and crowd control.</li> </ul> <b>Airport Manager</b> <ul style="list-style-type: none"> <li>(1) On notification to stand by</li> </ul>	<i>Operations</i>  <i>ARFF</i>  <i>Sheriff's Dept./ Bishop PD</i>  <i>Airport Manager</i>

<b>AIRCRAFT ACCIDENT CHECKLIST</b>		
	<b>RESPONSE ACTIONS</b>	
	<p><b><u>ALERT NO. 3</u></b>            This state of alert indicates an aircraft has been involved in an accident on or near the airport. Notification may come from the community, via CTAF, or in some cases, direct observation.</p> <p>a. <b><u>ARFF RESPONSE:</u></b>            (1) Respond with the ARFF vehicle as expeditiously, but safely, as feasible.            (2) Commence extinguishment of any fire            (3) Lend any assistance as directed by the IC.            (4) If the accident site is off the airport, to proceed to the accident site with the ARFF truck to assist the County Fire District.</p> <p>b. <b><u>FIRE DEPARTMENT:</u></b>            (1) Proceed to scene of accident, extinguish any fires.            (2) Assist in rescue of occupants of the aircraft.            (3) Assist in the transportation of injured to the triage area.</p> <p>c. <b><u>EMERGENCY MEDICAL SERVICES:</u></b>            (1) Proceed with Ambulance to the accident scene.            (2) Alert medical facilities.            (3) Triage, and render emergency medical assistance as necessary            (4) Coordinate transportation of injured persons to designated care facilities.            (5) Coordinate transportation for uninjured parties to designated receiving area.</p> <p>d. <b><u>POLICE</u></b>            (1) Maintain traffic and crowd control.            (2) Upon notification of an Alert III, the first responding officer will secure the designated emergency response entry gate to the airport.</p> <p>After the above is accomplished, the senior officer available (or designated supervisor) will respond to the scene to determine need for crash site security. Other responding police units will respond to the crash site only if directed to do so by the police supervisor (or senior officer) at the crash site.</p>	<p><i>Operations</i></p> <p><i>ARFF</i></p> <p><i>Bishop Fire Department</i></p> <p><i>Symons Ambulance Service</i></p> <p><i>Sheriff's Dept./Bishop PD</i></p>

<b>AIRCRAFT ACCIDENT CHECKLIST</b>		
	<b>RESPONSE ACTIONS</b>	
	<p>e. <b><u>AIRPORT MANAGER OR DESIGNEE:</u></b></p> <p>(1) Ensure appropriate NOTAMS have been issued            (2) Verify the NTSB has been notified</p> <ul style="list-style-type: none"> <li>• Ensure the procedures contained within this Airport Emergency Plan are implemented during all emergency situations.</li> <li>• Supervise and provide overall leadership and control of combined activities on the airport.</li> <li>• After the emergency has been secured, release the crash to federal investigators.</li> <li>• Designate a central control point where investigation agencies, news media, and other parties may secure information which they are authorized. Be prepared to designate a Public Information Officer to be assigned to the control point. The location of the control point will normally be designated by the IC.</li> <li>• Help coordinate and direct the removal of wreckage from the crash scene, after coordination with FAA, NTSB, insurance officials and owner of aircraft as applicable.</li> <li>• Initiate and publish pertinent NOTAMS.</li> <li>• Close runway in order to meet safe operation standards.</li> <li>• Reopen the Airport at the earliest practical time for arriving and departing aircraft.</li> <li>• Protect and maintain airport records and documents.</li> <li>• Carry out the tactics to meet the strategies and objectives for the incident.</li> <li>• This airport operates under a unified command system and the Fire Chief's authority will in no way abridge or curtail the total airport authority and/or responsibility of the IC.</li> <li>• Assist and coordinate ARFF activities at the airport during the emergency</li> <li>• The NTSB's arrival at the scene will probably occur hours after the accident has taken place. Therefore, the IC and the Sheriff's Department/Bishop PD will ensure the accident scene remains secured until arrival of the NTSB Crash Scene Supervisor, who will authorize certain individuals to continue to be at the scene. In addition, the NTSB will probably assign</li> </ul>	<p><i>Airport            Manager</i></p>



<b>AIRPORT FIRE CHECKLIST</b>		
	<b>RESPONSE ACTIONS</b>	
<b>Warning Phase:</b> Before a fire happens	<ul style="list-style-type: none"> <li>• Maintain equipment in preparation for possible fire.</li> <li>• Maintain familiarity with buildings and facilities on airport grounds for the purpose of emergency response</li> <li>• Maintain appropriate amount of training and the associated training records for proficiency during fire responses.</li> </ul>	<i>ARFF</i>
<b>Response Phase:</b> Fire is occurring	<ul style="list-style-type: none"> <li>• Coordinate with the emergency responders the possible removal of aircraft from fire area and alert tenants in adjacent buildings.</li> </ul>	<i>Airport Supervisor</i>
	<ul style="list-style-type: none"> <li>• Proceed immediately to the fire scene and begin extinguishing fire.</li> <li>• Call for additional fire resources from Bishop Fire Department.</li> <li>• Turn over fire upon arrival of ICFD and provide support as requested.</li> </ul>	<i>ARFF</i>
	<ul style="list-style-type: none"> <li>• Upon arrival at the fire scene, set up the ICS and commence standard firefighting protocols.</li> </ul>	<i>BFD</i>



EARTHQUAKE CHECKLIST		
	RESPONSE ACTIONS	
<b>Response Phase:</b> Earthquake is occurring	<ul style="list-style-type: none"> <li>• Assume overall direction of activities of the Airport emergency staff.</li> <li>• Close Airport to non-essential vehicles and personnel.</li> <li>• Check standby generators to ensure they will start and have an adequate supply of fuel</li> <li>• Direct the restoration of services and utilities and take charge of recovery and clean-up operations</li> <li>• Check conditions of runway, taxiways, and ramp areas.</li> <li>• Enforce closure of Airport.</li> <li>• Give preference to opening/maintaining aircraft operations when practical and safe.</li> <li>• Be prepared for structural fires due to broken power lines and rupture of fuel/gas lines, tanks, etc.</li> <li>• Be prepared to help direct rescue operations for personnel that may be trapped.</li> <li>• Set up control points to be determined by the IC.</li> <li>• Protect all Airport records.</li> </ul>	<i>Airport Manager or his designee</i>

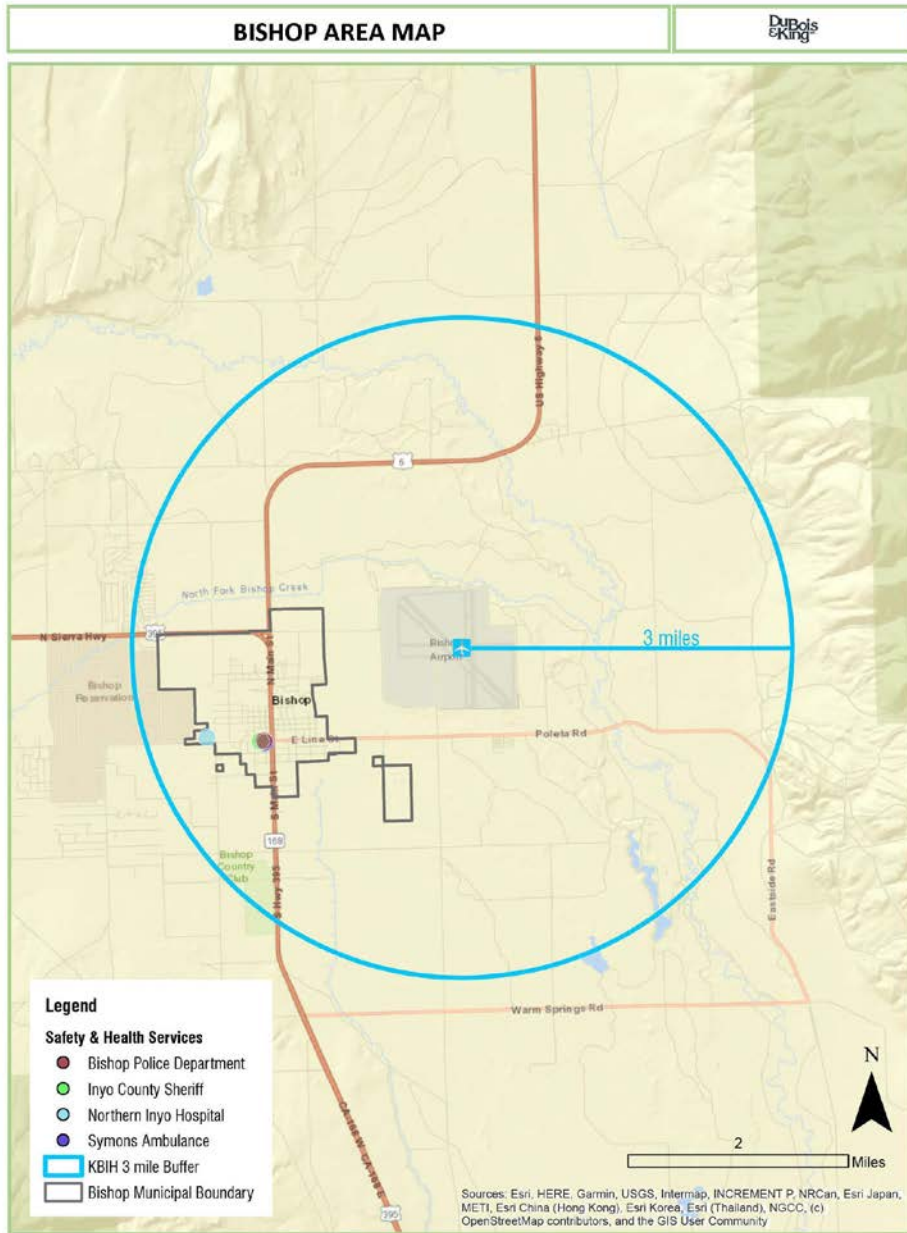
FLOOD CHECKLIST		
	RESPONSE ACTIONS	
<b>Warning Phase:</b> Threat of Flooding exists	<ul style="list-style-type: none"> <li>• Attempt to notify tenants of possible flooding.</li> <li>• Move mobile maintenance equipment out of flood prone areas.</li> <li>• Issue appropriate NOTAM's as conditions dictate.</li> <li>• Supervise clean up and recovery, as required</li> </ul>	Airport Supervisor

<b>TORNADO CHECKLIST</b>		
	<b>RESPONSE ACTIONS</b>	
<b>Initial Response</b>	<ul style="list-style-type: none"> <li>• Monitor NWS radio during “Watch” periods.</li> <li>• Follow directives from the Airport Manager’s office.</li> <li>• Notify employees and tenants.</li> <li>• Assume overall direction of the emergency.</li> <li>• Direct sheltering of personnel in Terminal Building, as necessary.</li> <li>• Persons should be moved to protected areas such as hallways or bathrooms.</li> <li>• Be prepared to provide/assist critical services, including utility support (activation/cut-off) as needed.</li> <li>• Notify employees and tenants of weather warnings and have them shelter at nearest hardened shelter.</li> </ul>	<i>Airport Supervision</i>
<b>Recovery Operations</b>	<ul style="list-style-type: none"> <li>• Conduct fire suppression and rescue operations as needed.</li> <li>• Contact Inyo County dispatch for emergency medical assistance as needed.</li> <li>• Check for petroleum leaks and other potential hazardous materials problems.</li> <li>• Assist in support operations, to include, inspections, personnel accountability and protective action implementation.</li> <li>• Notify Airport Manager as needed.</li> <li>• Coordinate recovery actions with Airport tenants and employees. Conduct inspections/damage assessments throughout the Airport property and continue protective actions regarding the general public.</li> <li>• Conduct special airfield inspections as needed.</li> <li>• Issue NOTAMs as conditions warrant and permit.</li> <li>• Coordinate with Inyo County emergency dispatch and the Office of Emergency Services.</li> <li>• Provide personnel for facility restoration.</li> <li>• Conduct repair and cleanup as required.</li> </ul>	<i>Airport Supervision</i>

<b>HAZMAT CHECKLIST (Risk=Moderate)</b>		
	<b>RESPONSE ACTIONS</b>	
<b>Response Phase:</b> Hazardous materials release is occurring	<ul style="list-style-type: none"> <li>• Respond to HAZMAT Incident.</li> <li>• Determine the need for, and initiate as needed, local hazardous materials response units.</li> <li>• Notify employees and tenants in the event a protective action of the public and employees is required.</li> <li>• Assess the situation to determine type of release, approximate size, weather factors, etc.</li> <li>• Secure the area where release has occurred.</li> <li>• Notify Bishop Fire Department, Inyo County Sheriff's Department, Bishop Police department and the Inyo County Office of Emergency Services.</li> <li>• If safe to do so, stop the leak and initiate containment.</li> <li>• Identify materials involved. Look for information on labels, shipping papers.</li> <li>• Disseminate public information about evacuation or shelter-in-place.</li> <li>• Initiate evacuation, if necessary.</li> <li>• Prepare to activate shelters or locate emergency housing for evacuees.</li> <li>• Restore and maintain essential services.</li> <li>• Keep records of actions taken &amp; resources used.</li> <li>• Establish system to account for response personnel in the field.</li> <li>• Monitor the situation and provide coordination between agencies involved.</li> <li>• Notify Airport Manager</li> <li>• Make required notifications, including NOTAMs, as needed.</li> <li>• Assign personnel to create a perimeter for the safety and security of the incident area.</li> </ul>	<i>Airport Supervisor</i>

<b>Recovery Phase:</b> Hazardous materials release has occurred.	<ul style="list-style-type: none"> <li>Review Response checklist</li> <li>Ensure all hazardous materials have been disposed of or neutralized.</li> <li>Identify safety hazards and undertake corrective action</li> <li>Perform post-incident cleanup and restore damaged utilities and transportation systems.</li> <li>Coordinate recovery activities with state and federal relief agencies.</li> <li>Perform damage assessments.</li> <li>Complete and submit necessary reports and paperwork to appropriate agencies.</li> <li>Perform an incident critique.</li> </ul>	<i>Airport Supervision</i>
<b>FAILURE OF POWER CHECKLIST</b>		
<b>RESPONSE ACTIONS</b>		
<b>Warning Phase:</b> Threat of an Energy Shortage Exists	<ul style="list-style-type: none"> <li>Identify areas at risk.</li> <li>Estimate possible consequences.</li> <li>Inform incident management team as appropriate.</li> <li>Review Warning checklist.</li> </ul>	<i>Airport Manager</i>
<b>Response Phase:</b> Energy Shortage is occurring	<ul style="list-style-type: none"> <li>Ensure automatic Airport Generator systems are on-line providing power to Airport facilities</li> <li>Prepare for problems such as blown airfield lighting</li> <li>Refuel the generator on a schedule determined by Airport Airfield Maintenance.</li> <li>Account for all persons.</li> </ul>	<i>Airport Supervisor</i>
<b>Recovery Phase:</b> Energy Shortage has occurred.	<ul style="list-style-type: none"> <li>Review Warning &amp; Response checklists</li> </ul>	<i>All Personnel</i>
	<ul style="list-style-type: none"> <li>Establish priorities for utility restoration.</li> <li>Restore essential utilities and facilities.</li> <li>Perform damage assessments.</li> <li>Provide monetary figures necessary to support a request for disaster declaration.</li> <li>Complete and submit necessary reports and paperwork to appropriate agencies.</li> <li>Perform an incident critique.</li> </ul>	<i>Airport Manager</i>

# ATTACHMENT G AIRPORT VICINITY MAP WITH 3-MILE RADIUS



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING  
THE AIRPORT EMERGENCY PLAN FOR THE BISHOP AIRPORT

WHEREAS, 14 Code of Federal Regulations (CFR) 139.325 requires that every airport holding an Airport Operating Certificate pursuant to 14 CFR 139 develop and maintain an airport emergency plan, which is designed to minimize the possibility and extent of personal injury and property damage on the airport in an emergency; and

WHEREAS, the County has prepared an airport emergency plan for the Bishop Airport, which has been reviewed by relevant County departments and mutual aid agencies; and

WHEREAS, the airport emergency plan for the Bishop Airport has been reviewed by the Federal Aviation Administration and found to be compliant with 14 CFR 139.325.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, State of California, that the Airport Emergency Plan for the Bishop Airport attached hereto is approved.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 21st day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson  
INYO COUNTY BOARD OF SUPERVISORS

*ATTEST: Leslie Chapman  
Clerk of the Board*

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



# County of Inyo



## Public Works - Road Department

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Trevor Taylor

**SUBJECT:** Temporary Closure of Portions of Tu-Su Lane, Diaz Lane and North Barlow Lane for the California Indian Day Parade

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**RECOMMENDED ACTION:**

Request Board approve the closure of portions of Tu Su Lane, Diaz Lane, and North Pa Ha Lane on Friday, September 24, 2021, between the hours of 6:45 a.m. and 11:00 a.m.

**SUMMARY/JUSTIFICATION:**

On Friday, September 24th, 2021, the Bishop Paiute Tribe plans to hold a 2021 Memorial Walk and has requested the closure of portions of Tu-Su Lane, Diaz Lane, and North Pa Ha Lane for the event. The route will begin at the Bishop Tribal Office on Tu Su and will proceed to the Wanaaha Casino RV parking lot. Special event signs and road closure signs will be provided by the Road Department for event use. The Road Department is requesting that the Board approve the closure of 0.5 miles of Tu-Su Lane, 0.5 miles of Diaz Lane and 0.5 miles of N. Pa Ha Lane.

Residential and emergency access will need to be preserved by the permittee. The Special Event Permit will include provisions to enable people within the road closure area to access their homes. There will be minimal impact to people trying to cross the reservation, as there are many other routes available to do so. The permittee will be required to arrange for the position of the closures and to direct residents around the closures.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the road closure. This is not recommended, as the event impact will be minimal and closure of the roadway will greatly increase safety for the participants. If this were to occur, the Bishop Paiute Tribe would need to identify an alternative location for the event.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no financial impact anticipated from this event.

**ATTACHMENTS:**

1. SE21-09 Bishop Paiute Tribe 2021 Memorial Walk

**APPROVALS:**

Travis Dean	Created/Initiated - 9/9/2021
Darcy Ellis	Approved - 9/9/2021
Travis Dean	Approved - 9/9/2021
Trevor Taylor	Approved - 9/9/2021
Chris Cash	Final Approval - 9/9/2021





**ROAD DEPARTMENT**  
168 N. EDWARDS ST. - P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001

COUNTY  
OF  
**INYO**

Michael Errante, Public Works Director  
Chris Cash, Deputy Director

## SPECIAL EVENT PERMIT

To: Bishop Paiute Tribe  
50 Tu Su Lane  
Bishop, CA 93514

PERMIT NO: SE21-09  
FEE: N/A  
DATE: 9/9/2021  
RECEIPT NO: N/A

Attn: Charlene Keller

In compliance with your request of **September 7<sup>th</sup>, 2021** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

**Bishop Paiute Tribe** or their representative to use roadways within the Inyo County right-of-way for the purposes a special event, the 2021 Memorial Walk. This event shall take place in accordance with the map and special event closure plan provided.

The event is permitted to take place September 24<sup>th</sup>, 2021 between the hours of 6:45 AM and 11:00 AM.

### **SPECIAL PROVISIONS**

#### **Traffic Control and Detours**

The Permittee or their representative shall facilitate the passage of traffic through detours on Inyo County roadways. The Permittee or their representative shall be responsible for the setup and removal of all signs and barricades required for detours. Emergency vehicle access must remain available in case of an emergency.

Signs, barricades, and/or cones for this special event may be obtained from the Inyo County Road Department. If County equipment is requested, the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT. Please contact Trevor Taylor at 760.878.0347 to make arrangements to pick up/deliver equipment. If Trevor Taylor cannot be reached, please contact the Road Department at 760-878-0202.

#### **Insurance Requirements for Special Event Permit**

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors. Insurance shall meet the minimum requirements stipulated herein. The Permittee has provided a certificate of liability insurance.

## GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all of the general and special provisions on the face of the permit and its accompaniments.

This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

This permit shall be void unless the activities herein contemplated shall have been completed on or before **September 24<sup>th</sup>, 2021**.

Inyo County Road Dept.

By 

Trevor Taylor

CC: Road District 1



**ROAD DEPARTMENT**  
 P.O. DRAWER Q – 168 N. EDWARDS STREET  
 INDEPENDENCE, CA 93526  
 PHONE: (760) 878-0201  
 FAX: (760) 878-2001

**COUNTY  
 OF  
 INYO**

Michael Errante, Public Works Director  
 Chris Cash, Deputy Director

*(For County Use Only)*  
 Permit #: SE21-09  
 Fee: N/A  
 Receipt: N/A  
 Issue Date:  
 Expires: 9/24/2021  
 By: TWT

**APPLICATION FOR A SPECIAL EVENT PERMIT**

Bishop Paiute Tribe  
 Applicant/Permittee  
50 Tu Su Lane  
 Address  
50 Tu Su Lane  
Bishop, California 93514

September 7, 2021  
 Date  
Gloriana Bailey or Charlene Ke  
 Contact Person  
760-873-3584  
 Phone  
760-873-4143  
 Fax

PARADE       DANCE       RACE       OTHER

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

2021 Memorial Walk - will walk from the Bishop Tribal Office, north on Tu Su Lane, turning west on Diaz Lane, turning right on Pa Ha Lane ending at the Wanaaha Casino RV Parking Lot

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: Tu Su Lane, Diaz Lane and North Barlow Lane

REQUESTED DATE (S) OF PERMIT: September 24, 2021

ROAD CLOSURE: YES  NO  HOURS: 6:45 am/pm to 11:00 am/pm on 09 / 24 / 21

TRAFFIC CONTROL NEEDED: YES  NO

*(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)*

SPECIAL CONDITIONS:

Road Closure signs will need to be picked up from the nearest road yard

**LIMITATION OF INYO COUNTY'S LIABILITY**

The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

**ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE**

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE: Glenn H. Bailey DATE: 9-9-2021

*County use only below this line*

INSURANCE APPROVED: YES (x) NO ( )

ATTACHMENTS: \_\_\_\_\_

COPIES TO: \_\_\_\_\_

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: Jason Taylor DATE: 9/9/2021

PERMIT NUMBER SE21-09



Michael Errante, Public Works Director  
Chris Cash, Deputy Director

**ROAD DEPARTMENT**  
168 N. EDWARDS ST. - P.O. DRAWER Q  
INDEPENDENCE, CA 93526  
PHONE: (760) 878-0201  
FAX: (760) 878-2001

COUNTY  
OF  
**INYO**

COUNTY OF INYO LOAN AGREEMENT

<b>LOANEE:</b> Bishop Paiute	<b>ORGANIZATION:</b> 2021 Memorial Walk
<b>Address:</b> 50 Tu Su Lane -- Bishop, California 93514	<b>Phone:</b> 760-873-3584

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:

QTY.	Item Description
6	Road Close Ahead
6	Special Event Signs
6	Road Closed Signs

QTY.	Item Description

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

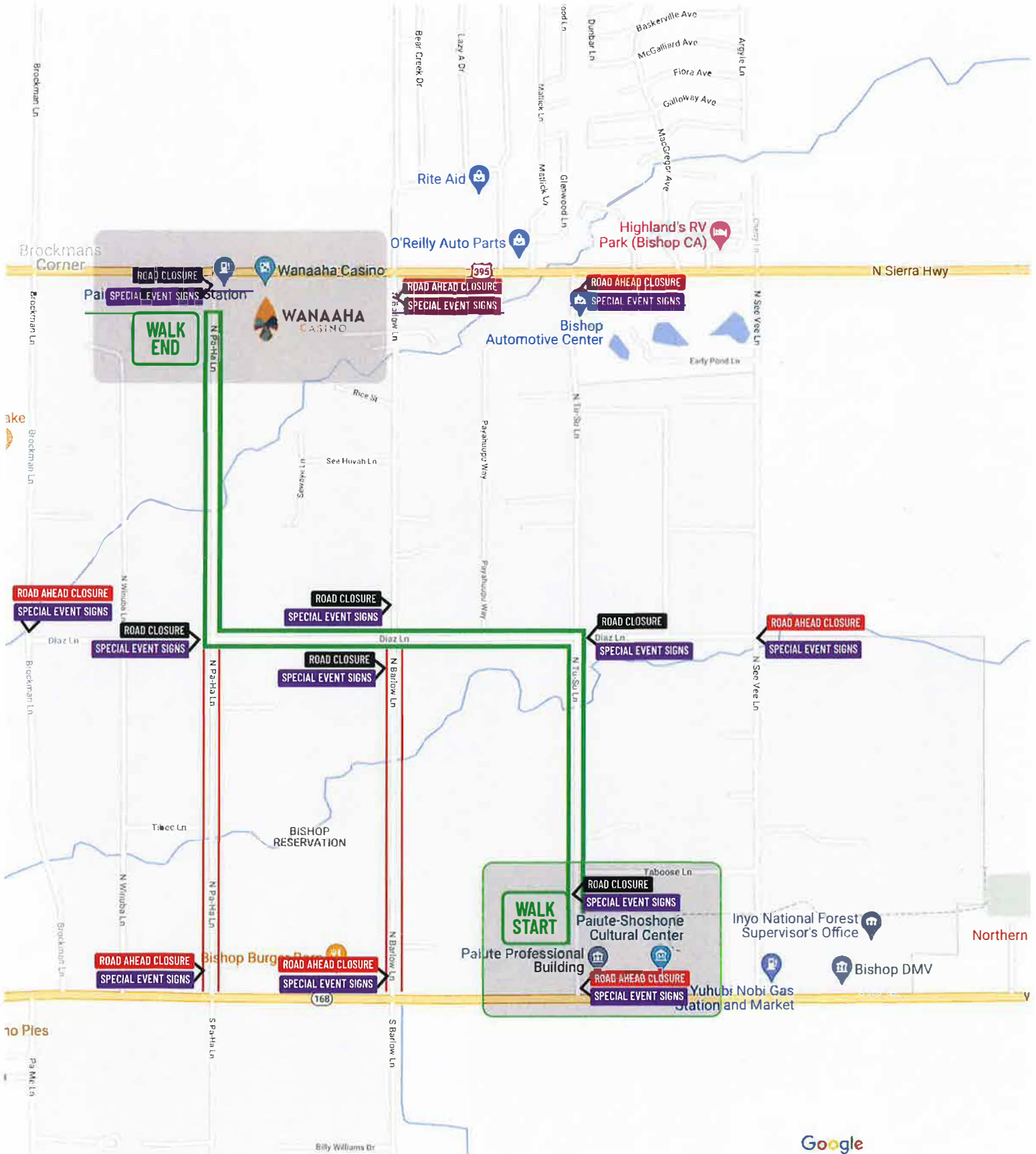
Loanee Signature: <i>Colonial U. Bailey</i>	Date: <i>9-7-2021</i>	
Requested Issue Date: <small>To be completed by Road Dept.</small>	Issue Date: <small>To be completed by Road Dept.</small>	Condition: <small>To be completed by Road Dept.</small>
Received By: <small>To be completed by Road Dept.</small>	Replacement Cost: <small>To be completed by Road Dept.</small>	
Date to be Returned: <small>To be completed by Road Dept.</small>	Per: <small>To be completed by Road Dept.</small>	Balance Due: <small>To be completed by Road Dept.</small>

**Loan Agreement must be submitted at least 72 hours in advance of Requested Issue Date.**

# 2021 MEMORIAL WALK ROUTE

STARTS AT  
50 N. TU SU LN.  
BISHOP, CA 93514

ENDS AT  
2742 N. SIERRA HWY  
BISHOP, CA 93514



ROAD AHEAD CLOSURE	SPECIAL EVENT SIGNS	ROAD CLOSURE	WALK ROUTE
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## **PROCEDURE FOR OBTAINING A PERMIT TO HOLD PUBLIC EVENT ON COUNTY ROADS OR PROPERTIES UNDER COUNTY JURISDICTION**

Obtain an "**Application for Special Event Permit**" form from the Inyo County Department of Public Works.

Return the permit application, properly filled out, with event location and limits clearly defined. A sketch map, of a quality that is reproducible and showing all of the facilities, roads and/or properties to be involved in the event is required, if applicable. Event duration and time of start and finish must be stated, as well as, date of event.

A parade permit shall be obtained from the State (Caltrans) permit engineer if applicable. The permit application should be returned to the County Department of Public Works, Independence at least thirty (30) days prior to the event date. The Department of Public Works must have time to prepare the permit and get it into the hands of the Permittee, the Highway Patrol, Inyo County Sheriff's Office, the Fire Department and all other agencies concerned.

Your permit when received has instructions that must be followed. The County is in no way obligated to take part in the preparations or clean-up of the event. An assist may be procured from the County or State for providing signs and barricades.

**Notification of request for County signs, barricades, and/or cones for special event must be 10 days in advance. If County equipment is requested there must be an event responsible party that can sign a COUNTY LOAN AGREEMENT. Please contact Trevor Taylor at 760.878.0347 to make arrangements to pick up/deliver equipment and sign the loan agreement. If Trevor Taylor cannot be reached, please contact the Road Department at 760.878.0202.**

Your local California Highway Patrol, Sheriff's Department, County and State road maintenance foremen and Fire Department must all be notified of your permit and the event program. Their cooperation in advising you of all requirements and assists can be expected and should be asked.

The County provides copies of the permit to the departments concerned as a courtesy. This does not relieve the Permittee of notifying the agencies listed.



## **Insurance Requirements for Special Event Permit**

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability (CGL)** on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.

### **Other Insurance Provisions**

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of liability arising out of the use of the facility, including work or operations performed by or on behalf of the Permittee and materials, parts, or equipment furnished in connection with such work or operations.
2. For any claims related to this project, the **Permittee's insurance coverage shall be primary** insurance as respects the COUNTY and any insurance or self-insurance maintained by the COUNTY shall be excess of the Permittee's insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the COUNTY for losses paid under the terms of any policy covering the facility use or any activities of the Permittee, his guests, agents, representatives, employees or subcontractors.

### ***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.

### ***Verification of Coverage***

Permittee shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Permittee commences activities.

### ***Liquor Liability***

If Permittee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Permittee is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Permittee intends to sell alcohol either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

### ***Homeowners Insurance***

In some cases the Permittee's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Permittee should provide these requirements to his or her agent to confirm and provide verification to the Entity.

### ***Special Events Coverage***

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Permittee can obtain additional information and cost from Entity.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pacific Ag Insurance- Hanford 1715 N. 11th Avenue Hanford, CA 93230 Jordan Koelewyn (Assigned)	559-584-3391	<b>CONTACT NAME:</b> Jordan Koelewyn (Assigned) <b>PHONE (A/C, No, Ext):</b> 559-584-3391 <b>FAX (A/C, No):</b> 559-584-6262 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Bishop Paiute Tribe 50 Tu Su Lane Bishop, CA 93514		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Hudson Insurance Company
		<b>INSURER B:</b> Princeton Excess & Surplus
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>
		<b>NAIC #</b> 25054 10786

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	NACL0057411	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 Emp Ben. \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NACL0057411	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			OBHP243683545	02/01/2021	02/01/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Inyo County, Its officers, officials, employees & volunteers are Additional Insureds in respects to General Liability regarding the 2021 Mermorial Walk to take place 9/24/21. This coverage shall be Primary & Non Contributory. A Waiver of Subrogation applies to the General Liability.

<b>CERTIFICATE HOLDER</b>  Road Department P.O. Drawer Q 168 N. Edwards St. Independence, CA 93526	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Eymie Bassiter</i>
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# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Office of the Sheriff

**SUBJECT:** Purchase of new LiveScan machine

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**RECOMMENDED ACTION:**

Request Board: A) declare Idemia of Anaheim, CA the sole-source provider of LiveScan Fingerprint machine, warranty, and components; B) authorize the issuance of a purchase order in an amount not to exceed \$32,000 (includes tax and shipping), payable to Idemia of Anaheim, CA for LiveScan Fingerprint machine, warranty, and components; and C) authorize the Sheriff or designee to sign quote No. IDCA-L022421-02B.

**SUMMARY/JUSTIFICATION:**

The RAN (Remote Access Network) budget exists in order to purchase, lease, operate and provide maintenance of automated fingerprint equipment and digital image photographic equipment used for the identification of individuals and for the reimbursement of local agencies within the county which have previously purchased, leased, operated or maintained automated fingerprint equipment and digital image photographic equipment. The expenditures for the RAN budget are approved yearly. For the fiscal year 2021-2022, the RAN/DNA Board comprised of Jeff Hollowell, Sheriff; Eric Pritchard, Sheriff; Tom Hardy, District Attorney; Julie Weir, Probation; Cpt. Lowther, CHP; Josh Elsworth, Bishop PD; Rick Pucci, Board of Supervisors approved \$32,000 for the purchase of the new machine and warranty.

The RAN budget pays for the livescan machines located at the Jail, Administrative Building, and the Bishop Police Department. The software used in these fingerprint machines was developed by MorphoTrust and Idemia Identity & Security is the sole provider of maintenance for these fingerprint machines. MorphoTrust USA Inc. is a CMAS vendor (CMAS IT-70 #3-11-70-1090B)

In accordance with the County of Inyo Purchasing and Contracting Policy & Procedures Manual:

III. PROCUREMENT OF MATERIALS, GOODS, SUPPLIES,  
VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY.

E. Exceptions to the Competitive Process/Sole Source

3. Sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its specific technological requirements, availability, or unique patented manufacture.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

There are no practical alternatives available.

**OTHER AGENCY INVOLVEMENT:**

Information Services

**FINANCING:**

These funds are included in the Requested FY 2021-2022 RAN budget 056610, Object Code 5650 Equipment. The Automated Fingerprint Trust (502705) will reimburse the RAN budget for these expenses. No general funds.

**ATTACHMENTS:**

1. Idemia LiveScan Quote

**APPROVALS:**

Riannah Reade	Created/Initiated - 8/31/2021
Darcy Ellis	Approved - 9/2/2021
Riannah Reade	Approved - 9/3/2021
Marshall Rudolph	Approved - 9/3/2021
Amy Shepherd	Approved - 9/3/2021
Scott Armstrong	Approved - 9/8/2021
Jeffrey Hollowell	Final Approval - 9/8/2021



5515 East La Palma Avenue, Suite 100  
Anaheim CA 92807

August 26, 2021

**Lauri Harner**

Inyo County Sheriff's Office  
301 W. Line Street F  
Bishop, CA  
Email: [lharn@inyocounty.us](mailto:lharn@inyocounty.us)  
Tel: 760-878-0386

**Reference No. IDCA-L022421-02B**

IDEMIA is pleased to provide Inyo County Sheriff's Office with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard California Department of Justice (CAL-DOJ) software and workflows.

**IDEMIA's fully integrated LiveScan solution provides Inyo County Sheriff's Office the following features and benefits:**

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface for records submission to the State.
- ◆ Certification to the FBI's Electronic Fingerprint Transmission Specifications
- ◆ "Hit/No Hit" Response from the State AFIS Search
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All livescan configurations include on-site installation, training, and 1-year on-site warranty

**Solution Description and Pricing**

IDEMIA proposes the equipment and services described in Table 1.

**Tenprint/Palmprint – Cabinet Adjustable Height**      Table 1. Pricing      Price source: SL-LAWENF

	Description	Unit Price
TPE-5600-ED TPE-CSTX-CA001 TPE-CSTX-CAPALM TPE-COMX-NECFTP TPE-HWOX-DIGCAP TP-HWOX-DIGCAPC TP-IAT-CUSTOM 47FRT	<b>IDEMIA LiveScan System Cabinet AH Tenprint/Palmprint, including:</b> <ul style="list-style-type: none"> <li>◆ IDEMIA LiveScan System Software</li> <li>◆ FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology</li> <li>◆ Computer, Monitor, keyboard</li> <li>◆ Ruggedized Cabinet – Adjustable Height</li> <li>◆ Standard Cal-DOJ defined Workflows and profiles</li> <li>◆ <a href="#">Cabinet System - Digital Photo Capture</a></li> <li>◆ <b>Installation / On-site Training</b></li> <li>◆ <b>Warranty:</b> 1 Year <b>On-site Advantage</b> Solution warranty, 9X5, Next day on-site response and parts replacement</li> <li>◆ <b>Freight</b></li> </ul>	<b>\$20,303</b>
5600-TPE-ED-M95	<b>Annual Maintenance:</b> (to start after 1 <sup>st</sup> Year Warranty) 1 Year <b>On-site Advantage</b> Solution, 9X5, Next day on-site response and parts replacement	<b>\$3,600</b>

Current shipping is **90+** days after receipt by IDEMIA of Inyo County Sheriff's Office completed pre-install documentation, or as otherwise scheduled.

**\*\*Note: "If Inyo County Sheriff's Office is capturing (processing) DNA, Barcode Scanner with USB Cable and Stand (listed below in Options Table 2) would also need to be purchased with the LiveScan System.**

### Options and Pricing

IDEMIA equipment options and pricing described in Table 2. **Options Pricing**

	Description	Unit Price
TPE-PRT-DUP	Printer Black & White Tenprint Card, Duplexer	<b>\$1,325</b>
TP-HWOX-FLTBED HWOX-FLTBED-W95	Flatbed Scanner	<b>\$807</b>
TPE-HWOX-CAMAG	Mag Reader & California Software Custo	<b>\$544</b>
TP-HWOX-BARCODE-CA**	Barcode Scanner with USB Cable and Stand. <i>Note: For use with Cal-DOJ DNA transaction**</i>	<b>\$255</b>

### IDEMIA LiveScan System – Details Table 3. Details

Item	Description
California Department of Justice Enterprise Customization	<ul style="list-style-type: none"> <li>◆ TOTS: APP CRM IDN</li> <li>◆ Cards: FD258-C/T FD249-C/T CA Hand-C/T</li> <li>◆ Other: Transmits to CADOJ NATMS</li> <li>◆ Return msg: No</li> <li>◆ California Touch Print Enterprise customization <a href="#">for palm capture</a></li> </ul>
TPE-COMX-NECFTP	<ul style="list-style-type: none"> <li>◆ NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP provides support for NEC NATMS Protocol Communications over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.</li> </ul>

### Customer Responsibilities

Inyo County Sheriff's Office is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Providing the necessary local area and wide area networking (LAN and WAN) including service and backend connectivity as well as any required VPN authorizations
- ◆ Obtaining all required authorizations for connectivity.

## Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ The proposed IDEMIA LiveScan System shall conform to the existing IDEMIA LiveScan configuration. Any additional functional requirements may be treated as change orders.
- ◆ An inter-agency agreement between Inyo County Sheriff's Office and applicable receiving agencies will be in place.
- ◆ Inyo County Sheriff's Office will provide all necessary communication for connectivity. This includes, but is not limited to hubs, routers, modems, etc.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Inyo County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 30 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

## Proposal Expiration: November 30, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all order correspondence, including Purchase Order, to:

**Terry Spalding**  
**IDEMIA**

5515 East La Palma Avenue, Suite 100  
Anaheim, CA 92807

**Email:** [terry.spalding@us.idemia.com](mailto:terry.spalding@us.idemia.com) | **Office:** (714) 238-2033 | **Mobile:** (714) 322-4425

We look forward to working with you.

Sincerely,



Michael Hash  
Vice President of Public Security, State & Local Government - IDEMIA

## Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
<b>Software Support 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
<b>Hardware Support – On-site 9X5*</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
<b>Parts Support</b>	<b>Included in Warranty</b>	<b>Available for purchase</b>
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
<b>Software Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
<b>Hardware Uplifts</b>		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

\*Customer local time

By signing this signature block below, Inyo County Sheriff's Office agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

**Signature Authorization for Order:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Total Purchase Price (including any Options): \$ \_\_\_\_\_

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

**Please provide Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Billing Contact name \_\_\_\_\_

Telephone number (     ) \_\_\_\_\_

Check if Billing Address is same as Shipping Address:

**Please provide Shipping Address (if different from Billing Address):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Technical Contact name \_\_\_\_\_

Telephone number (     ) \_\_\_\_\_



**Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and \_\_\_\_\_, ("Customer"), having a place of

business at \_\_\_\_\_, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$\_\_\_\_\_, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the

general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

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11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.



# County of Inyo



## Sheriff

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Carma Roper

**SUBJECT:** Approval to pay annual invoice with ONSOLVE, LLC for CodeRED Emergency Notification System / Integrated Public Alert Warning System (IPAWS).

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**RECOMMENDED ACTION:**

Request Board: A) declare Onsolve, LLC of Ormond Beach, FL a sole-source provider of CodeRED Emergency Notification System / Integrated Public Alert Warning System - IPAWS; and B) authorize the issuance of a purchase order in an amount not to exceed \$12,500, payable to Onsolve, LLC of Ormond Beach, FL.

**SUMMARY/JUSTIFICATION:**

The County of Inyo has contracted with ONSOLVE, LLC (and its predecessor ECN West) since 2009 to provide CodeRED - Emergency Notification System services. The CodeRED system provides the County with the ability to quickly deliver messages to targeted areas or the entire County during emergencies. CodeRED is an opt-in geographically enabled alerting system, meaning that local residents and business owners must sign-up with CodeRED to receive these alerting messages. The IPAWS Module is an add-on feature that compliments CodeRED; it allows public safety officials to send critical messages electronically within a designated geographic area. Anyone that is within that designated area will receive an IPAWS alert. IPAWS was added to the service agreement by a 2017 amendment.

The Board is also being requested to approve ONSOLVE, LLC as a Sole Source provider. The following provides Sole Source justification: the digital infrastructure has already been built and the CodeRED users have already been trained. Many County residents and business owners have already enrolled in the CodeRED system and they use and rely on the services that are provided through the CodeRED system. In addition, our neighboring County of Mono also uses CodeRED and the IPAWS Module add-on feature. There have been several times when Inyo County dispatchers have had to send Mono County CodeRED alerts due to compromised power lines. Alternatively, Mono County can assist in alerting our residents and business owners if we experience downed lines. This alerting redundancy is invaluable for public safety.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve ONSOLVE, LLC as a sole source provider, but this is strongly opposed. Any incident or situation where Inyo County is without a robust alerting system, and personnel trained to initiate

such a system, can be considered a threat to public safety.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

This expenditure is included in the Fiscal Year 2021-2022 Board Approved Budget #623720, Object Code #5265.

**ATTACHMENTS:**

1. OnSolve Invoice

**APPROVALS:**

Carma Roper	Created/Initiated - 9/8/2021
Darcy Ellis	Approved - 9/8/2021
Carma Roper	Approved - 9/8/2021
Marshall Rudolph	Approved - 9/8/2021
Amy Shepherd	Approved - 9/8/2021
Jeffrey Hollowell	Final Approval - 9/13/2021



# Invoice 15192607

9/2/2021

OnSolve, LLC  
780 West Granada Blvd  
Ormond Beach FL 32174  
United States  
866-939-0911

**Bill To**  
Inyo County, CA  
PO BOX S  
Independence CA 93526  
United States

**Ship To**  
Inyo County, CA  
PO BOX S  
Independence CA 93526  
United States

**\*\* PLEASE NOTE OUR NEW PAYMENT ADDRESS LISTED ON THE BOTTOM OF THIS INVOICE \*\***

Invoice Date	Terms	Due Date	Customer ID	PO #
9/2/2021		10/15/2021	39566	

Item	Start Date	End Date	Quantity	Rate	Amount
CodeRED Standard Renewal - This invoice replaces invoice #15189008 <b>End User</b> Inyo County, CA	10/15/2021	10/14/2022	1	10,000.00	\$10,000.00
CodeRED IPAWS Integration <b>End User</b> Inyo County, CA	10/15/2021	10/14/2022	1	2,500.00	\$2,500.00

<b>Subtotal</b>	\$12,500.00
<b>Tax (0%)</b>	\$0.00
<b>Total</b>	\$12,500.00
<b>Amount Paid/ Credited</b>	\$0.00
<b>Amount Due (USD)</b>	\$12,500.00

**Email:** AR@onsolve.com

**Bank/Wire Information:**

Wells Fargo Bank  
Account Name: OnSolve, LLC  
Routing: 063107513 (ACH) / 121000248 (Wires)  
Account Number: 5231692129  
SWIFT Code: WFBIUS6S

**Sales Rep:** Medvick, Joey

**Please Remit Check Payment To:**

OnSolve, LLC  
P.O. Box 945672  
Atlanta, GA 30394-5672

Please Include Invoice # on Check  
Tax ID: 45-3191493

**Invoice#:**15192607

If you have any questions about this invoice, please message us through the portal or email: AR@OnSolve.com





# County of Inyo



## County Administrator - Emergency Services

### CONSENT - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Kelley Williams

**SUBJECT:** CA Fire Safe Council - County Coordinator Grant

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#### RECOMMENDED ACTION:

Request Board review the proposed 2021 County Coordinator Grant Application, funded by a grant from CalFire and administered through the California Fire Safe Council, to the County of Inyo as an eligible applicant, and if deemed acceptable: A) approve the submittal of the 2021 County Coordinators Grant Application on behalf of Inyo County; and B) authorize the County Administrator, as the Director of Emergency Services, to sign the grant application as well as any and all accompanying grant documents.

#### SUMMARY/JUSTIFICATION:

The California Fire Safe Council (CFSC) has partnered with the California State Association of Counties (CSAC) and the Rural County Representatives of California (RCRC), to offer (up to) 24 California counties, a County Coordinator CalFIRE funded grant opportunity.

To be eligible, the county must contain State Responsibility Area (SRA) lands, communities with a higher proportion of disadvantaged and/or low-income populations, and also include High Fire Hazard Severity Zones within their jurisdiction. These one-time grant funds of \$175,000 are designed to cover administrative costs relevant to county-wide coordination efforts.

The objective of the County Coordinators Grant is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing SRA lands.

With your Board's approval, Inyo County will be applying for this 18 month grant funding opportunity. A majority of these grant funds would support the hiring of a County Coordinator that would work closely with the existing CA Fire Safe Council Regional Coordinators to build a census of all active wildfire mitigation groups, contact points, collaboration efforts, and projects.

The County Coordinator will work to identify and analyze gaps in county-wide wildfire resiliency and emergency preparedness and then develop recommendations that would help fill these gaps. They will develop a mechanism to improve outreach and coordination efforts, such as group formation, funding plans, and state/regional/local planning efforts.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to take advantage of this non-matching grant funding opportunity. This, however, would not be in the best interests of the County. The proposed County Coordinator grant position will increase the County's capacity to better collaborate with local communities, local tribes, local volunteer fire departments, local Fire Safe Councils and FireWise communities and many partnering agencies, in an effort to prevent potential wildfires from becoming catastrophic events in Inyo's small rural WUI communities.

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Local Volunteer Fire Departments, Local Fire Safe Councils, Local Fire Wise Communities, Local Tribes, LADWP, USFS, BLM, CalFIRE

**FINANCING:**

This 18 month grant is for \$175,000 in non-matching funds.

**ATTACHMENTS:**

1. ESCOG-Cal Fire County Coordinator Grant\_letterofsupport\_inyo
2. BPPT to Inyo support for fire grant 20210910\_signed
3. IFSC-CalFire County Coordinator Grant Support

**APPROVALS:**

Kelley Williams	Created/Initiated - 8/9/2021
Darcy Ellis	Approved - 8/10/2021
Kelley Williams	Approved - 8/15/2021
Marshall Rudolph	Approved - 8/16/2021
Amy Shepherd	Approved - 8/16/2021
Sue Dishion	Approved - 8/19/2021
Leslie Chapman	Final Approval - 9/16/2021





## **EASTERN SIERRA COUNCIL OF GOVERNMENTS Joint Powers Authority**

August 31, 2021

Hedi Jalon, Executive Director  
California Fire Safe Council  
5834 Price Avenue, Suite 101  
McClellan, CA 95652

### **RE: Cal Fire County Coordinator Grant**

Dear Ms Jalon:

The Eastern Sierra Council of Governments (ESCOG) extends strong support for Inyo County's application for a County Wildfire Coordinator through the California Fire Safe Council County Coordinator Grant.

The Eastern Sierra region is comprised of Inyo and Mono Counties, and is characterized by sweeping, mountainous landscapes. The region totals approximately 13,360 square miles, and over 90% of land is owned and managed by federal, state, or other jurisdictions. Most communities are served by volunteer firefighter organizations. Wildfire risk has become a much greater concern the Eastern Sierra region due to the long-overdue need to manage the forests and wildlands surrounding Eastern Sierra communities and impacts of critical drought conditions. In November 2020, the Mountain View Fire devastated the community of Walker, destroying 80 structures and taking the life of one resident. In February 2018, the Pleasant Fire burned over 2,000 acres, and was miraculously contained before reaching the community of Bishop. In February 2015, the Round Fire swept through the community of Swall Meadows destroying 40 homes. The Eastern Sierra region has realized increases in the frequency of wildfires, the duration of wildfire seasons, and the impacts of wildfires on our communities, environment, and economy.

The County Wildfire Coordinator position would provide essential capacity for coordinating local wildfire mitigation planning and implementation. This opportunity will improve our communities' wildfire preparedness and resiliency, and assist with building capacity

for wildfire mitigation in the future. The County Coordinator Grant will provide essential and necessary services for inter-jurisdictional organization for wildfire preparation in our rural region.

The ESCOG fully supports Inyo County's application for the County Coordinator Grant. Please do not hesitate to contact me if you have any questions on our support of this item or would like to discuss further. Thank you for your consideration.

Sincerely,



Karen Schwartz  
Chair, Eastern Sierra Council of Governments



L'EAUX STEWART  
TRIBAL COUNCIL CHAIR

**BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY**

*Big Pine Paiute Indian Reservation*

P.O. BOX 700 · 825 SOUTH MAIN STREET · BIG PINE, CA 93513  
(760) 938-2003 · FAX (760) 938-2942

[www.bigpinepaiute.org](http://www.bigpinepaiute.org)

September 13, 2021

Hedi Jalon, Executive Director  
California Fire Safe Council  
5834 Price Avenue, Suite 101  
McClellan, CA 95652

Subject: Tribal support for Inyo County 2021 CAL FIRE County Coordinator grant

Dear Ms. Jalon:

The Big Pine Paiute Tribe of the Owens Valley ("Tribe") is federally recognized. The Tribe supports Inyo County's proposal for the 2021 CAL FIRE County Coordinator grant.

The Big Pine Paiute Reservation has been threatened by nearby wildfires several times during the past 15 years, and these incidents brought to the Tribe's attention its limited capacity for coordinated response should a fire cross into the community. At less than 300 acres, the Reservation is small in area. The Reservation is home to approximately 600 people. Median household income is modest, the unemployment rate is relatively high, and the percentage of persons with disabilities is high. The Tribe relies on federal and other grants and assistance in order to provide services to the community, such as education, housing, and cultural and environmental protection.

There is a need to bring more support for wildfire mitigation into Owens Valley, where the majority of Inyo County's population resides, and other parts of the county could benefit as well. The Tribe understands that the California Fire Safe Council County Coordinators Grant would provide funding for Inyo County to hire and support a community coordinator whose role it would be to coordinate the wildfire response and mitigation efforts that currently exist, reach out to local jurisdictions including tribes, identify and recommend ways to address gaps in resiliency and preparedness, and develop and improve outreach on fire-related matters.

Please seriously consider Inyo County's proposal. A county-level wildfire coordinator is a meaningful way to help the Tribe and others in Big Pine and our region.

Sincerely,

L'eaux Stewart  
Tribal Chairperson



P.O. Box 163  
Independence, CA 93526  
indyfsc@gmail.com

September 15, 2021

Heidi Jalon, Executive Director  
California Fire Safe Council  
5834 Price Avenue, Suite 101  
McClellan, CA 95652

RE: California Fire Safe Council County Coordinators Grant

Dear Ms. Jalon:

The Independence Fire Safe Council strongly supports Inyo County's application to the 2021 County Coordinators Grant Program. We understand that goals for this position include "build a coordinated, county-wide wildfire mitigation strategy" and "educate, encourage, and develop county-wide collaboration and coordination among wildfire mitigation groups."

The Eastern Sierra has experienced severe drought and incredibly high fire danger in recent years. In response to this, volunteers from our community have formed a Fire Safe Council, as have other communities in our region. The goals of our organization in education and wildfire prevention will be echoed by the goals for the County Coordinator position.

We also see that the County Coordinator position in Inyo County could potentially assist agencies like ours and help create county-wide wildfire resiliency in several ways. One example of assistance that would directly benefit the IFSC is to help identify funding and grant opportunities at local, state, and national levels and assist local volunteers in preparing and submitting grant and funding applications.

Additionally, the County Coordinator could help create and maintain a process where the various Fire Safe Councils and other Fire Prevention organizations could communicate, share ideas and knowledge, and cooperate on projects.

The IFSC strongly supports Inyo County's application for the County Coordinators Grant. Please don't hesitate to contact us if you have questions or would like to discuss this further.

Thank you,

*Bill Michael*

Bill Michael,  
Chair, Independence Fire Safe Council



# County of Inyo



## County Administrator - Motor Pool

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** September 21, 2021

**FROM:** Miquela Beall

**SUBJECT:** Donation of Surplus Vehicle

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**RECOMMENDED ACTION:**

Request Board declare one (1) 2009 Yamaha Rhino (Asset# 8813) as surplus and no longer required for County use, and approve the donation of the vehicle to the Big Pine Volunteer Fire Department pursuant to Government Code Section 25372 (4/5ths vote required).

**SUMMARY/JUSTIFICATION:**

This Yamaha Rhino has been utilized in the Sheriff Dept. through the Off Highway Vehicle Grant and is approaching the end of its useful life for County purposes. The Big Pine Volunteer Fire Dept. has determined that this vehicle will fit their needs and is interested in the County donating the Rhino to their agency.

Government Code Section 25372(b)(5) permits the transfer of surplus property to non-profit organizations that protect public health and this vehicle will be used for community safety purposes.

The County has also received approval from the California State Parks to release this vehicle from the Off Highway Vehicle program.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to donate the vehicle and dispose of it through another means approved by the State Parks Dept.

**OTHER AGENCY INVOLVEMENT:**

Big Pine Volunteer Fire Department

**FINANCING:**

**ATTACHMENTS:**

1. Equipment Disposition Request 2009 Rhino G09-03-30-L01

**APPROVALS:**

Miquela Beall

Darcy Ellis

Miquela Beall

Marshall Rudolph

Amy Shepherd

Created/Initiated - 9/13/2021

Approved - 9/13/2021

Approved - 9/13/2021

Approved - 9/13/2021

Final Approval - 9/14/2021



## EQUIPMENT DISPOSITION REQUEST

Equipment purchased through the Off-Highway Motor Vehicles Recreation Division, Grants and Cooperative Agreements Program vary from Equipment to Heavy Equipment. "Equipment" means tangible property that has a normal useful life of at least one year and has a unit acquisition **cost of at least \$5,000 (for Equipment prior to the G18 Grant Cycle, the amount was \$1,000)**. "Heavy Equipment" means self-propelled, self-powered or pull-type equipment and machinery, including generators weighing 5,000 pounds or more, primarily employed for construction, industrial, and forestry uses (e.g., water tender, backhoe, mini-excavator, and SWECO tractor). To dispose of Grant purchased Equipment from your agency's OHV program it must be past the useful life and/or unsafe to operate.

**NOTE: Request is not final without OHMVR Division approval**

### Grantee information

Project Number: G09-03-30-L01

Grantee: Inyo County Sheriffs Office Contact Person: Corporal Nate Girardin

Email: [ngirardin@inyocounty.us](mailto:ngirardin@inyocounty.us) Phone Number: (760) 878-0014

Location of Equipment: Bishop, CA

### EQUIPMENT INFORMATION

Manufacture: Yamaha Model: Rhino

VIN: 5Y4AM16Y59A011098 Year: 2009

Purchase Date: 12/15/2009 Purchase Price: \$ 10492.20

Condition: fair Miles/Hours: 5119/412.5hrs

Estimated Value: \$ 3000.00

#### Reason for disposition of Equipment:

Unit has reached the end of its expected service life. Unit is low on power and is having transmission issues.

NOTE: Attach pictures of damaged or police report of stolen Equipment

#### How will the Equipment/Heavy Equipment be disposed of:

Unit will be donated to an Inyo County Special District.



**CERTIFICATION:** I represent and warrant that I have full authority to execute this request on behalf of the Grantee. I declare under penalty of perjury that the information provided on this form and any accompany documents are true and correct to the best of my knowledge.

Nate Girardin

08/04/2021

Authorized Representative

Date

**OHMVR Division Review**

**OHMVR Grants Compliance:**

G09 regulations state, "disposed of via the agency's standard equipment disposition procedures, and". Estimated value is below J.D. Powers low retail value of \$5,630. Only found one on sale used for \$5,000 in AL.

Request recommendation Yes  No

Reviewed by (name and title): Matthew Whamond 8/10/2021

**OHMVR Division:**

Request approved Yes  No

Sixto J. Fernandez

Grants Manager

9/1/2021

Date



**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: **629910**  
 Receipt Number: **2682983**  
 Geographical Code: **1400**  
 Copies Mailed Date: **September 10, 2021**  
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **CHAVEZ, CHRISTINA MARIE**  
 Name of Business: **INDIEGO TASTING HOUSE**  
 Location of Business: **2270 N SIERRA HWY  
 BISHOP, CA 93514**

RECEIVED  
**SEP 15 2021**  
 Inyo County Administrator  
 Clerk of the Board

County: **INYO**

Is Premises inside city limits? **No** Census Tract: **0004.00**

Mailing Address:(If different from premises address)

Type of license(s): **41** Dropping Partner: Yes \_\_\_ No

Transferor's license/name:

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
41 - On-Sale Beer And Wine - Eating P 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	STATE FINGERPRINTS	NA	1	09/10/21	\$39.00
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	09/10/21	\$905.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	09/10/21	\$24.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	09/10/21	\$455.00
Total					\$1,423.00

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: September 10, 2021

Applicant Name(s)

**CHAVEZ, CHRISTINA MARIE**