

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 signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings 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.

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

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

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

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

January 25, 2022 - 8:30 AM

1. **PUBLIC COMMENT** (Comments may be time-limited)

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 – Inyo County v. Wilder Barton, Inc., Inyo County Superior Court Case No. SICV-CV-1964071.**
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: one case.

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.**
4. **PLEDGE OF ALLEGIANCE**
 5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**

6. **PUBLIC COMMENT** (Comments may be time-limited)
7. **COUNTY DEPARTMENT REPORTS**
8. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Christian E. "Christy" Milovich, Assistant County Counsel; Kimball C. Pier, Deputy Director-Behavioral Health; Kevin "Buddy" Diggs II, Equipment Mechanic Trainee I, Public Works; Jeremiah Harris, Custodian, Public Works; and Brad Hathaway, Heavy Equipment Mechanic, Public Works.

DEPARTMENTAL - PERSONNEL ACTIONS

9. **County Counsel** - Request Board:
 - A) Approve the approve the job description for the Administrative Legal Assistant to the County Counsel;
 - B) Change the authorize strength in the County Counsel Department by deleting one (1) full-time Administrative Legal Secretary at Range 70 and adding one (1) full-time Administrative Legal Assistant to the County Counsel, Range 70;
 - C) Find that, consistent with the adopted Authorized Position Review Policy:
 1. the availability of funding for one (1) Administrative Assistant to the County Counsel exists in the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; and
 2. the vacancy can be filled by internal candidates meeting the qualifications for the positions; and
 - D) Approve the internal recruitment and hiring of one (1) Administrative Legal Assistant to the County Counsel at Range 70 (\$4,943 - \$6,012).
10. **Sheriff** - Request Board find, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Animal Control Officer I/II exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) the vacancy can be filled by internal candidates meeting the qualifications for the position; C) approve the internal recruitment and hiring of one (1) Animal Control Officer I/II at Range 56 (\$3,562 - \$4,321) or Range 60 (\$3,908 - \$4,747), depending on qualifications; and D) authorize the Sheriff's Office to backfill the resulting vacancy.
11. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technican I/II exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I-II at Range 055-059 (\$3,477 - \$4,636), depending on qualifications.

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

12. **Clerk of the Board** - Request Board appoint Ms. Brittany Nelson to the Discretionary Category position on the Child Care Planning Council, to a three-year term ending December 1, 2024. (*Notice of Vacancy resulted in request for appointment from Ms. Nelson.*)

13. **County Counsel** - Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Jarvis Fay Gibson LLP of Oakland, CA, increasing the contract to an amount not to exceed \$190,000, updating the Scope of Work and the Schedule of Fees, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
14. **Health & Human Services - First 5** - Request Board appoint Ms. Josie Rogers and Ms. Lindsey Ricci each to a three-year term on the First 5 Commission ending December 5, 2024. (*A Notice of Vacancy resulted in requests for appointment from Ms. Rogers and Ms. Ricci.*)
15. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the 2022 Memorandum of Understanding between the County of Inyo and the California Department of Public Health for the provision of Emergency Medical and Health Disaster Assistance relating to COVID-19 Case Investigation and Contact Tracing beginning January 20, 2022 and in effect until terminated by either party, and authorize the HHS Director to sign.
16. **Public Works** - Request Board: A) declare Blizzard Fire Protection of Mammoth Lakes, CA a sole-source provider of fire extinguisher servicing and replacements and hood suppression systems service and repair; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Blizzard Fire Protection of Mammoth Lakes, CA.
17. **Public Works** - Request Board: A) declare VSS Emultech of Bakersfield, CA the successful bidder for thirteen (13) tons of asphaltic emulsion per Bid RD21-09; and B) authorize the purchase of thirteen (13) tons of asphaltic emulsion plus three additional tons of asphaltic emulsion as included in Bid Additive Alternate 1, for a total not-to-exceed amount of \$25,114.00.
18. **Public Works** - Request your Board:
 - A) Approve Resolution No. 2022-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Superseding Resolution 2020-43 and Accepting a Highway Easement Deed Across APN 033-490-02 for the Realignment of a Portion of Walker Creek Road," and authorize the Chairperson to sign; and
 - B) Approve Resolution No. 2022-03, titled, "A Resolution of the Board of Supervisors of the County of Inyo Superseding Resolution 2021-20 and Accepting a Highway Easement Deed Across APN 033-510-05 for the Realignment of a Portion of Walker Creek Road," and authorize the Chairperson to sign.
19. **Public Works** - Request Board approve Resolution No. 2022-04, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Rates for Vehicle Parking at the Bishop Airport," and authorize the Chairperson to sign.
20. **Public Works** - Request Board approve Amendment No. 4 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, adding to the Scope of Work and increasing the not-to-exceed limit to \$656,358, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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

21. **County Administrator - Advertising County Resources** - Request Board receive the Fiscal Year 2021-2022 Mid-Year Filming Report from Inyo Film Commissioner Chris Langley.

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

22. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

23. **Public Works** - Agenda for January 26, 2022 meeting of the Southern Inyo Airport Advisory Committee.



County of Inyo



County Counsel

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: January 25, 2022

FROM: John Vallejo

SUBJECT: Change in County Counsel Authorized Strength

RECOMMENDED ACTION:

Request Board:

- A) approve the approve the job description for the Administrative Legal Assistant to the County Counsel;
- B) change the authorize strength in the County Counsel Department by deleting one (1) full-time Administrative Legal Secretary at Range 70 and adding one (1) full-time Administrative Legal Assistant to the County Counsel, Range 70;
- C) find that, consistent with the adopted Authorized Position Review Policy:
 - 1. the availability of funding for one (1) Administrative Assistant to the County Counsel exists in the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; and
 - 2. the vacancy can be filled by internal candidates meeting the qualifications for the positions; and
- D) approve the internal recruitment and hiring of one (1) Administrative Legal Assistant to the County Counsel at Range 70 (\$4,943 - \$6,012).

SUMMARY/JUSTIFICATION:

Due to an upcoming retirement effective March 31, 2022, the County Counsel's office will have a vacancy in the Administrative Legal Secretary position. This is the only non-attorney position in the office and sole administrative support. We wish to begin the recruitment process in advance of the actual vacancy in order to facilitate a smooth transition. We have taken this opportunity to review and update the job description for this position to more accurately reflect its current characteristics and job duties.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to fill this vacancy. This would result in the County Counsel's office having no administrative support, which would greatly reduce the productivity and efficiency of the office, since the legal staff would have to shift a substantial amount of its time and energy from legal work to non-legal administrative tasks.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The position is currently budgeted in the Board approved 2021-2022 County Counsel Budget.

ATTACHMENTS:

1. Job Description: Administrative Legal Assistant to the County Counsel

APPROVALS:

| | |
|--------------|-------------------------------|
| Cori Denault | Created/Initiated - 1/18/2022 |
| Darcy Ellis | Approved - 1/18/2022 |
| Sue Dishion | Approved - 1/20/2022 |
| John Vallejo | Approved - 1/20/2022 |
| Amy Shepherd | Final Approval - 1/20/2022 |



AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES A CLOSED COUNTY RECRUITMENT FOR:

ADMINISTRATIVE LEGAL ASSISTANT TO THE COUNTY COUNSEL – CONFIDENTIAL

Application Deadline: February __, 2022

DEPARTMENT: County Counsel
LOCATION: Countywide
SALARY: Range 70 \$4943, \$5194, \$5450, \$6012

****BENEFITS:** CalPERS Retirement System: Existing (“Classic”) CalPERS members as of January 1, 2013, (2% at 55) – Inyo County pays employee contribution for current CalPERS members; new CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay employee portion of retirement. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: This is a stand-alone senior executive Confidential Administrative Legal Assistant position. Under the direction of the County Counsel and attorney staff, the Administrative Legal Assistant serves as the legal secretary and office manager for the Inyo County Counsel’s office and is responsible for all administrative support and organization within the office, including preparation and monitoring of office budget; preparation and filing of legal documents; and performance of specialized legal administrative work involving legal terminology and procedures. The position serves as the liaison between the office and outside organizations/agencies, vendors, community organizations and other County departments/divisions; uses initiative and independent judgment within established guidelines; and functions as a positive and productive team member. This is a confidential classification, which includes employees who in the course of their duties have access to information relating to the County’s administration of employer-employee relations. Under the Meyers-Milius-Brown Act, confidential employees have different rights of representation than other non-management employees.

DISTINGUISHING CHARACTERISTICS: This is a highly specialized administrative and program support position responsible for planning, organizing, coordinating, and performing legal secretarial, administrative, administrative management, fiscal support, and/or program operation functions for the Inyo County Counsel’s office. The Administrative Legal Assistant often works independently with minimal supervision and is responsible for implementing and maintaining the budget process; fiscal recordkeeping; indexing and tracking case files and legal requests for services; assisting with preparation of legal documents, agenda requests, and correspondence; filing and service of litigation paperwork; reporting operations; payroll; purchasing; office and court calendar; contract administration; making travel arrangements; and/or other related services and functions.

ESSENTIAL JOB DUTIES: Performs a wide variety of complex, responsible, and confidential legal secretarial and administrative support duties for the County Counsel and Assistant/Deputy County Counsels. Duties may include, but are not limited to the following:

- Ensures professional, efficient, and timely work flow in day-to-day operation of the county counsel department.
- Functions as personal administrative assistant to the county counsel and other attorney staff.
- Organizes and tracks a large quantity of material, including legal documents, emails, paper mail, invoices, voice messages, attorney calendars, personnel files, payroll, legal requests, etc.
- Prepares, indexes and maintains legal files, including litigation case files either in hard copy or electronic format.
- Assists in preparation, timely and proper filing, and service of a wide variety of court documents including civil complaints, answers, motions, briefs, court orders, and subpoenas.
- Updates law library for two offices.

- Assists in preparation of various other documents including contracts and agenda requests.
- Bills and receives reimbursement fees for legal services.
- Posts to ledgers and balances accounts; prepares and monitors departmental budget; pays bills.
- Orders supplies, furniture, and equipment.
- May serve as first escalation point on behalf of the office.
- Deals courteously and professionally with County staff, representatives of other agencies and the public,
- Compiles and assembles information for various reports and projects.
- Maintains confidentiality of materials and uses discretion in sensitive situations.
- Analyzes situations accurately and determines effective course of action.
- Opens and distributes mail.
- Reviews material for errors in grammar and English usage.
- Monitors office training and related travel and makes travel arrangements.
- Performs related work as required to ensure necessary office functions are accomplished.

EMPLOYMENT STANDARDS

Education/Experience: Requires the equivalent of completion of two years of college and combined five years full-time, progressive experience performing high-level administrative, office management duties in an executive or legal office or court and/or handling litigation-related duties.

Knowledge of: Standard court rules and procedures; various judicial levels and their jurisdictions; legal terminology, phraseology, documents, forms, modern office management methods and procedures; basic principles and practices of bookkeeping; and procedures; business English, including vocabulary, correct grammatical usage, and punctuation; general principles of managing legal clerical and secretarial functions; common office machines, including computers, and their operation, including the following programs: Word, WordPerfect, Excel, Adobe Acrobat, and Outlook.

Ability to: Understand and apply specific rules, codes, regulations, procedures, policies, and precedents; interpret, apply and explain administrative and department policies, regulations, and procedures; follow written and oral instruction; identify and correct technical inaccuracies; work independently in performing assignments and in resolving problems and deviations; use good judgment in recognizing scope of authority. Perform difficult, responsible, and complex legal secretarial and administrative work requiring independent judgment with speed and accuracy; identify, use, and correct a wide variety of legal forms, documents, and terminology; learn, interpret, and apply laws, rules, written and oral directions to specific situations requiring the use of judgment and minimal supervision; take responsibility for the compilation and organization of reports and files; compose draft correspondence on own initiative; make mathematical calculations with speed and accuracy; understand and carry out oral and written directions; work cooperatively with those contacted in the course of work; maintain confidentiality; prepare budget, process and administer fiscal duties; administer departmental contracts; use personal computer to accomplish duties;

Typical Physical Requirements: Sitting for extended periods of time using keyboard daily; standing and walking short distances; climb and descend stairs; minimal twisting, bending, stooping, and lifting in the performance of assigned duties; occasionally lift and carry up to 40 pounds; drive a motor vehicle; telephone usage; normal manual dexterity and eye-hand coordination; corrected vision to normal range; normal hearing and talking is required for verbal communications; ability to use a variety of office equipment and machines. Good memory and recall is necessary for accurate and timely transfer of data/information.

Special requirements: You may be required to drive a motor vehicle in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles. Must successfully complete a pre-employment background investigation. Your position may be required to serve as a Disaster Service Worker during a County emergency.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526, **no later than 5:00 p.m., February __, 2022 (postmarks not accepted).** Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

The County of Inyo has work sites located throughout the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancho) and the Death Valley area (Death Valley, Tecopa, and Shoshone). **All Inyo County positions are considered Countywide.** Positions are assigned to a work site based upon the needs of the County. Positions may be temporarily or permanently reassigned to another work site as deemed necessary by the Department Head and/or County Administration.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case-by-case basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0377 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County employs only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.



County of Inyo



Sheriff

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Tim Bachman

SUBJECT: Animal Control Officer Vacancy

RECOMMENDED ACTION:

Request Board find, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Animal Control Officer I/II exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) the vacancy can be filled by internal candidates meeting the qualifications for the position; C) approve the internal recruitment and hiring of one (1) Animal Control Officer I/II at Range 56 (\$3,562 - \$4,321) or Range 60 (\$3,908 - \$4,747), depending on qualifications; and D) authorize the Sheriff's Office to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

Due to a recently vacated position, we have 1 vacant Animal Control Officer. This position is needed as there is very limited staff in Animal Services, and as such filling this position is vital to ensuring proper operation of Animal Services duties.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the filling of the (1) one Animal Control Officer; this is not recommended as Animal Services has a large area to cover and respond to calls. A continued vacancy will increase overtime and callout costs.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Animal Control Officer position is part of our authorized strength and is included in the Animal Service's FY 2021-2022 Budget 023900.

ATTACHMENTS:

APPROVALS:

Tim Bachman
Riannah Reade
Darcy Ellis
Tim Bachman
Sue Dishion
Amy Shepherd
Eric Pritchard

Created/Initiated - 1/5/2022
Approved - 1/5/2022
Approved - 1/5/2022
Approved - 1/7/2022
Approved - 1/13/2022
Approved - 1/13/2022
Final Approval - 1/13/2022



County of Inyo



Sheriff

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Office of the Sheriff

SUBJECT: Hire one (1) Office Technician I-II

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician I/II exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician I-II at Range 055-059 (\$3,477 - \$4,636), depending on qualifications.

SUMMARY/JUSTIFICATION:

Due to a recently vacated position, we have one (1) vacant Office Technician I-II. Filling this position is vital to the operation of the Bishop Sub-Station.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Deny the filling of the (1) one Office Technician I-II. This is not recommended. A continued vacancy will increase overtime for staff coverage and will impede public access to services offered at the sub station.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This Office Technician position is in the board approved 2021-2022 Sheriff's General budget 022700.

ATTACHMENTS:

APPROVALS:

Riannah Reade
Darcy Ellis
Riannah Reade
Sue Dishion
John Vallejo
Amy Shepherd
Eric Pritchard

Created/Initiated - 1/7/2022
Approved - 1/10/2022
Approved - 1/11/2022
Approved - 1/13/2022
Approved - 1/13/2022
Approved - 1/13/2022
Final Approval - 1/13/2022



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Child Care Planning Council Appointment

RECOMMENDED ACTION:

Request Board appoint Ms. Brittany Nelson to the Discretionary Category position on the Child Care Planning Council, to a three-year term ending December 1, 2024. (*Notice of Vacancy resulted in request for appointment from Ms. Nelson.*)

SUMMARY/JUSTIFICATION:

The Inyo County Office of Education (ICOE) Early Care & Education Division oversees the Child Care Planning Council and the ICSOS and Inyo County Board of Supervisors each appoint a portion of the Council in addition to making a joint appointment. The member serving in the jointly appointed Discretionary Category resigned in April.

In collaboration with the ICOE, the vacancy was subsequently advertised per your Board's policy. A single request for appointment was received, from Ms. Brittany Nelson, IMACA Preschool Program Director. The ICOE and Board of Supervisors must both approve the appointments to the Discretionary Category, and Inyo County Superintendent of Schools Barry Simpson has provided his written approval (attached).

It is now recommended your Board also approve the appointment, so that the vacancy can be filled.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This position was previously held by Ms. Kathleen Duncan, whose new position as Child Development Program Director of the ICOE's Child Development Division required her resignation from the council.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not make the appointment and restart the recruitment process. However, this is not recommended, as Ms. Nelson is qualified to serve and the ICOE has already given its approval.

OTHER AGENCY INVOLVEMENT:

ICOE

FINANCING:

N/A

ATTACHMENTS:

1. Brittany Nelson - Child Care Planning Council
2. Barry Simpson Approval of Appointment

APPROVALS:

| | |
|-------------|-------------------------------|
| Darcy Ellis | Created/Initiated - 1/20/2022 |
| Darcy Ellis | Final Approval - 1/20/2022 |



Inyo County Board of Supervisors
Attn: Darcy Ellis

Dear Inyo County Board of Supervisors,

This letter is to express my interest in the Discretionary Representative vacancy on the Inyo County Child Care Planning Council. I am the IMACA State Preschool Director, I have been in this position for over a year. I took over when we lost our Head Start funding and have sustained our Inyo State Preschool as well as starting up a full day preschool program. I am responsible for overseeing classrooms and making sure they stay in compliance with State regulations. I have been with IMACA for several years serving as many different roles; from teacher assistant, lead teacher, education manager, and now the director.

I have a passion for quality childcare within our community. I hope to help our communities in Inyo County continue to grow and help educate families with the importance and impact quality care has on our young ones.

Thank you for your consideration and I look forward to hearing from you.

Brittany Nelson
IMACA Preschool Program Director
180 E. Clarke Street
Bishop, CA 93514
760-873-3001 x 1012
bnelson@imaca.net

Administration
Preschool
Food Bank
Utility Assistance
Weatherization

180 Clarke St
Bishop, CA 93514
(760) 873-8557
(760) 874-1190 FAX
www.imaca.net
info@imaca.net

Homeless and
Housing
Navigation Centers
Bishop Center

137 E South St
Bishop, CA 93514
(760) 873-7709
(760) 874-1191 FAX

Mammoth Center

625 Old Mammoth Rd.
Mammoth Lakes, CA
93546
(760) 873-7709
(760) 874-1191 FAX

Community
Connections for
Children

625 Old Mammoth Rd.
Mammoth Lakes, CA
93546
(760) 934-3343
(760) 934-2075 FAX

IMACA is a Non-Profit
Tax-Exempt organi-
zation under Section
501(c) (3) of the IRS
Code.
EIN: 95-3508750

From: [Barry Simpson](#)
Sent: Thursday, January 20, 2022 9:08 AM
To: [Hailey Thomas](#)
Subject: Re: LPC Council Appointment

Yes, I approve. Thanks!

Barry

On Thu, Jan 20, 2022 at 8:45 AM Hailey Thomas <hthomas@inyocoe.org> wrote:

Morning Barry,

I have attached a letter of interest for Ms. Brittany Nelson, for our LPC Council. This one requires your approval and the approval of the Board. I will forward it on to Darcy for Board approval, once I hear back from you. Thank you!

Hailey K. Thomas

Program Coordinator

Inyo County Office of Education

164 Grandview Drive Bishop, CA 93514

(760) 873-5123 ext. 2121



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: John Vallejo

SUBJECT: Legal services contract amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Jarvis Fay Gibson LLP of Oakland, CA, increasing the contract to an amount not to exceed \$190,000, updating the Scope of Work and the Schedule of Fees, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Jarvis Fay & Gibson LLP is an existing outside counsel to the County, specializing in CEQA and litigation (among other things). The firm provides advice and services to supplement the County Counsel's office and other outside counsel in handling complex CEQA and litigation matters. The firm will reach the current contract limit of \$135,000. The proposed amendment would increase that limit by \$55,000 (i.e., a new limit of \$190,000), update the Scope of Work (Attachment A) to include future legal advice for CEQA matters directly related to the litigation Jarvis is currently assisting the County with, and update the Schedule of Fees (Attachment B) to reflect the firm's utilization of an expert witness we've requested to assist in ongoing litigation matters. Note that increasing the limit does not obligate the County to request or utilize the firm's services; rather, it authorizes the County to use the firm's services within that limit when and as deemed necessary. The County Counsel's office strongly recommends approving the amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the amendment, in which case the County would not be able to continue using the firm's services. This alternative is not recommended since the firm's lawyers have been a valuable part of the County's legal team in handling recent CEQA litigation and are anticipated to be a valuable resource for advice regarding future CEQA issues directly related to current litigation matters.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The professional services line item of the County Counsel's approved 2021-22 budget is sufficient to cover the amount of the contract increase.

ATTACHMENTS:

1. Jarvis Fay Gibson Amendment 3
2. Amendments 1 & 2
3. Jarvis Fay Gibson LLP Original Contract

APPROVALS:

| | |
|--------------|-------------------------------|
| John Vallejo | Created/Initiated - 1/12/2022 |
| Darcy Ellis | Approved - 1/12/2022 |
| Amy Shepherd | Approved - 1/12/2022 |
| John Vallejo | Final Approval - 1/12/2022 |

AMENDMENT NUMBER 3

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

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

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

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

County and Contractor hereby amend such Agreement as follows:

1. The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is increased to \$190,000 Dollars.
2. Section 1 if the Scope of Work (Exhibit A) is amended to read as follows:

Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement. Such services shall extend to providing counsel and advice for matters of potential CEQA litigation directly related to matters for which Contractor is already performing services to the County.

3. Section 1 of the Schedule of Fees (Exhibit B) is amended to read as follows:

Senior Partners -- \$360
Partner/Of Counsel -- \$325
Senior Associate -- \$285
Associate -- \$250
Paralegal -- \$125
Expert Consultant -- \$575
Expert Consultant Associate -- \$415

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is January 1, 2022.

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

AMENDMENT NUMBER 3

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF January , 2022 .

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

 Rick Jarvis
Type or Print

Dated: 1/12/22

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 5th day of October 2021 an order was duly made and entered as follows:

*County Counsel –
Jarvis Fay Gibson
LLP Contract
Amendment 2*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Amendment No. 2 to the agreement between the County of Inyo and Jarvis Fay Gibson LLP of Oakland, CA, increasing the contract to an amount not to exceed \$135,000 and updating the Schedule of Fees (Attachment B), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 5th
Day of October, 2021

| |
|---|
| <i>Routing</i> |
| |
| CC X Purchasing Personnel Auditor CAO Other: DATE: October 13, 2021 |



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

#16



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Marshall Rudolph

SUBJECT: Contract amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Jarvis Fay Gibson LLP of Oakland, CA, increasing the contract to an amount not to exceed \$135,000 and updating the Schedule of Fees (Attachment B), contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Jarvis Fay & Gibson LLP is an existing outside counsel to the County, specializing in CEQA and litigation (among other things). The firm provides advice and services to supplement the County Counsel's office and other outside counsel in handling complex CEQA and litigation matters. The firm will soon reach the current contract limit of \$110,000. The proposed amendment would increase that limit by \$25,000 (i.e., a new limit of \$135,000) and update the Schedule of Fees (Attachment B) to reflect the firm's current hourly rates. Note that increasing the limit does not obligate the County to request or utilize the firm's services; rather, it authorizes the County to use the firm's services within that limit when and as deemed necessary. The County Counsel's office strongly recommends approving the amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the amendment, in which case the County would not be able to continue using the firm's services. This alternative is not recommended since the firm's lawyers have been a valuable part of the County's legal team in handling recent CEQA litigation and are anticipated to be a valuable resource for advice regarding future CEQA issues.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The professional services line item of the County Counsel's approved 2021-22 budget is sufficient to cover the amount of the contract increase.

ATTACHMENTS:

1. Jarvis, Fay & Gibson LLP Amendment No. 2
2. Jarvis, Fay & Gibson LLP Contract (Executed)

APPROVALS:

| | |
|--------------------|-------------------------------|
| Marshall Rudolph | Created/Initiated - 9/21/2021 |
| Darcy Ellis | Approved - 9/21/2021 |
| Denelle Carrington | Approved - 9/24/2021 |
| Leslie Chapman | Approved - 9/29/2021 |
| Amy Shepherd | Approved - 9/29/2021 |
| Sue Dishion | Approved - 9/29/2021 |
| Marshall Rudolph | Final Approval - 9/30/2021 |

AMENDMENT NUMBER 2

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

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

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

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

County and Contractor hereby amend such Agreement as follows:

1. The "contract limit" specified in Paragraph 3(E) of the Agreement (entitled "Limit upon amount payable under Agreement") is increased to \$135,000 Dollars.
2. Section 1 of the Schedule of Fees (Attachment B) is amended to read as follows:

Senior Partners -- \$360
Partner/Of Counsel -- \$325
Senior Associate -- \$285
Associate -- \$250
Paralegal -- \$125

/// NOTHING FOLLOWS ///

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

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

County of Inyo Standard Contract - No 123

Page 1


04/30/2020

AMENDMENT NUMBER 2

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
5th DAY OF October, 2021.

COUNTY OF INYO

By: 
Dated: 10/29/21

CONTRACTOR

By: 
Signature
Rick Jarvis
Type or Print
Dated: 9/20/2021

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 6th day of April 2021 an order was duly made and entered as follows:

*County Counsel –
Jarvis, Fay &
Gibson LLP
Contract*

Moved by Supervisor Roeser and seconded by Supervisor Kingsley to approve Amendment No. 1 to the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA, increasing the contract limit to an amount not to exceed \$110,000, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

| |
|--|
| Routing |
| |
| |
| CC X Purchasing Personnel Auditor CAO Other: DATE: April 7, 2021 |

WITNESS my hand and the seal of said Board this 6th
Day of April, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



County Counsel

CONSENT - ACTION REQUIRED

MEETING: April 6, 2021

FROM: Marshall Rudolph

SUBJECT: Contract Amendment

RECOMMENDED ACTION:

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

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

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

ATTACHMENTS:

1. Jarvis, Fay & Gibson, LLP Contract Amendment

APPROVALS:

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

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

AMENDMENT NUMBER 1

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

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

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

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

County and Contractor hereby amend such Agreement as follows:

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

/// NOTHING FOLLOWS ///

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


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

AMENDMENT NUMBER 1


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

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

COUNTY OF INYO

By: 
Dated: 04-16-2021


CONTRACTOR

By: 
Signature
Rick Jarvis
Type or Print
Dated: 3/23/21

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

AMENDMENT NUMBER 1

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

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

 Rick Jarvis
Type or Print

Dated: 3/23/21

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 11th day of August 2020 an order was duly made and entered as follows:

*County Counsel
– JFG, LLP
Legal Services
Agreement*

Moved by Supervisor Tillemans and seconded by Supervisor Pucci to approve the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA for the provision of legal services in an amount not to exceed \$80,000 for the period of August 1, 2020 until litigation is completed, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 11th
Day of August, 2020

| |
|---|
| Routing |
| |
| |
| CC X Purchasing Personnel Auditor CAO: Other: DATE: August 13, 2020 |



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



#10

County Counsel

CONSENT - ACTION REQUIRED

MEETING: August 11, 2020

FROM: Marshall Rudolph

SUBJECT: Proposed Legal Services Contract with Jarvis, Fay & Gibson LLP

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Jarvis, Fay & Gibson, LLP of Oakland, CA for the provision of legal services in an amount not to exceed \$80,000 for the period of August 1, 2020 until litigation is completed, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Your Board recently decided to appeal the trial court's judgment in a case brought against the County by the City of Los Angeles's Department of Water and Power (LADWP). The case challenged the County's compliance with the California Environmental Quality Act (CEQA) in connection with its use of eminent domain to (potentially) acquire ownership of certain LADWP properties that have long been leased to the County and used as landfills. The decision to appeal was based in part on a thorough review of the case by Michael Zischke, a well-respected CEQA attorney who, among other things, is the co-author of a preeminent CEQA legal treatise.

The proposed agreement with Jarvis, Fay & Gibson LLP would retain the legal services of that law firm and, in particular, its managing partner Rick Jarvis, to take a lead role in representing the County in that pending appeal. Mr. Jarvis is a certified specialist in appellate law and has decades of experience successfully defending cities, counties, and other public agencies in CEQA litigation. He comes highly recommended by other county counsels.

The County's existing legal team on the case, consisting of special counsel Greg James and the attorneys of the Inyo County Counsel's office, strongly recommends that your Board approve the proposed agreement so that the County may retain Mr. Jarvis's services with respect to the appeal. The legal team would remain involved in the case to provide its expertise and to assist Mr. Jarvis in ways that will minimize certain costs of the appeal.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the agreement, in which case the County's existing legal team on the case -- consisting of special counsel Greg James and the attorneys of the Inyo County Counsel's office -- would exclusively handle the pending appeal. This alternative is not recommended because it would deprive the

County of the benefits of Mr. Jarvis's skill and expertise, which would otherwise enhance the County's prospects on appeal.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

This contract is budgeted in the County Counsel Budget (010700) in Professional Services (5265).

ATTACHMENTS:

1. Jarvis, Fay & Gibson LLP Contract

APPROVALS:

Marshall Rudolph
Darcy Ellis
Clint Quilter
Sue Dishion
Amy Shepherd

Created/Initiated - 8/4/2020
Approved - 8/4/2020
Approved - 8/4/2020
Approved - 8/4/2020
Final Approval - 8/6/2020

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

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of Jarvis, Fay & Gibson, LLP, of Oakland, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, 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 County Counsel or his designee. 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 August 1, 2020, until litigation is completed 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. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that

may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. 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.

E. 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, including travel and per diem expenses, if any, shall not exceed \$80,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

F. 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 last day of the month following the month in which services were rendered. 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. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the last day of the month, County shall make payment to Contractor within 30 days after receipt of the statement.

G. 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 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. 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 the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

10. 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.

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-three (23) 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-four (24) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. 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.

24. 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:

County Counsel
P.O. Box M
Independence, CA 93526

Department
Street
City and State

CONTRACTOR:

JARVIS, FAY & GIBSON, LLP
492 Ninth St, Suite 310
Oakland, CA 94607

Name
Street
City and State

25. ENTIRE AGREEMENT.

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

////

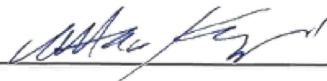
////

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
26th DAY OF August, 2020.


COUNTY OF INYO

CONTRACTOR

By: 
Dated: 08/26/20

By: 
Signature
Rick W. Jarvis
Type or Print Name
Dated: 8/4/2020

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

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

TERM:

FROM: August 1, 2020, until litigation is completed.

SCOPE OF WORK:

1. Contractor shall provide legal services including advice and also representation of the County and such of its agents, officers and employees as the County may designate, in applicable litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to the County Counsel's office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

ATTACHMENT B

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

TERM:

FROM: August 1, 2020, until litigation is completed

SCHEDULE OF FEES:

1. COMPENSATION:

- Senior Partners -- \$340 per hour
- Partners/Of Counsel -- \$305 per hour
- Associates -- \$240 per hour
- Paralegals -- \$125 per hour

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

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

TERM:

FROM: August 1, 2020, until litigation is completed.

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the County's request and will be billed at cost.
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

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

TERM:

FROM: August 1, 2020, until litigation is completed.

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the

Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Serena Johnson

SUBJECT: Appointment to First 5 Children and Families Commission

RECOMMENDED ACTION:

Request Board appoint Ms. Josie Rogers and Ms. Lindsey Ricci each to a three-year term on the First 5 Commission ending December 5, 2024. *(A Notice of Vacancy resulted in requests for appointment from Ms. Rogers and Ms. Ricci.)*

SUMMARY/JUSTIFICATION:

Two terms on the First 5 Inyo County Children and Families Commission expired December 5, 2021. Per Board policy, the vacancy was advertised in the newspaper and the members serving in the positions were notified of the opportunity to reapply.

We would like to recognize Eileen Jackson, for her six years as a Parent Representative on the First 5 Commission, and Barry Simpson, for his three years as an Education Representative on the First 5 Commission. Both applicants declined reapplying.

Two letters of interest were received by the application deadline: one from Josie Rogers, currently serving in the Community Alternate role, requesting to seek appointment as a regular Commission member. Josie brings both personal experience as a mother of children under five and professional experience working as the Native American Liaison at Bishop Elementary. The second application was received from Dr. Lindsey Ricci, pediatrician at Bishop Pediatrics, seeking appointment as a Commission member. Dr. Ricci brings a strong perspective of the health of children and families in our community. Both letters of interest are included.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to not appoint any of the applicants and re-open the recruitment for the First 5 Children and Families Commission, but this is not recommended.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no fiscal impact to the County associated with these appointments outside of the costs to advertise the vacancies in the newspaper of record.

ATTACHMENTS:

1. Josie Rogers Application 12.17.21
2. Dr. Lindsey Ricci Application 12.1.21
3. Notice of Vacancy - First 5 (extended)

APPROVALS:

| | |
|----------------|------------------------------|
| Serena Johnson | Created/Initiated - 1/7/2022 |
| Darcy Ellis | Approved - 1/7/2022 |
| Serena Johnson | Approved - 1/10/2022 |
| Marilyn Mann | Approved - 1/10/2022 |
| John Vallejo | Approved - 1/10/2022 |
| Marilyn Mann | Final Approval - 1/13/2022 |

Serena Johnson

From: Darcy Ellis
Sent: Friday, December 17, 2021 8:22 AM
To: Serena Johnson
Subject: FW: First 5 Commissioner Letter of Interest

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----

From: Josie Rogers [<mailto:jostrogers@gmail.com>]
Sent: Thursday, December 16, 2021 4:42 PM
To: Darcy Ellis
Subject: First 5 Commissioner Letter of Interest

CAUTION: This email originated from outside of the Inyo County Network. DO NOT click links or open attachments unless you recognize and trust the sender. Contact Information Services with questions or concerns.

To whom it may concern:

I am interested in filling the open First 5 Commissioner Position. I currently sit as the Alternate Commissioner and have attended all the meetings since starting last year.

I currently am the Native American Liaison for the Bishop Elementary School and have a great insight to our families in the Inyo County community.

Thank you for you time and consideration.

Josie Rogers
(760)258-7659

Serena Johnson

From: Lindsey Ricci <Lindsey.Ricci@nih.org>
Sent: Wednesday, December 1, 2021 1:37 PM
To: Darcy Ellis
Cc: Serena Johnson
Subject: First 5 commission

To Whom it may concern,

I would like to be considered for the vacancy in the first 5 commission.

I am asking to be a part of this commission due to my desire to help the children in the area. I am one of the newer pediatricians to the Bishop area and would like to help my community and learn more about it through this avenue as well. I completed my residency at Childrens Hospital Colorado in Aurora Colorado and have been practicing here in Bishop for a little over a year now. I have also taken over the CATCH grant that Dr Helvie initiated. I have been able to meet many community members through my work with Team Inyo for Family Strengthening. I feel there is great opportunity to help families and would like to be a part of the assistance First Five offers. I think I will provide a valuable addition to the committee due to my experience with these families in the clinic as well as my training in the health and development of children.

Lindsey Ricci MD
Northern Inyo Pediatrics
Lindsey.ricci@nih.org

CONFIDENTIALITY NOTICE: This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to Compliance@NIH.org and destroy this message

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

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

County of Inyo

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

December 2nd,
In the year of **2021**

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

Dated at Bishop, California, on this
2nd Day of December, 2021



Signature

This space is for County Clerk's Filing Stamp

RECEIVED

DEC 8 2021

Inyo County Administrator
Clerk of the Board

Proof of Publication of Public Notice

NOTICE OF VACANCY FIRST 5 INYO CHILDREN AND FAMILIES COMMISSION

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is extending the application period for two (2) three-year "Community Commissioner" terms on the First 5 Children and Families Commission, ending December 5, 2024.

First 5 Inyo County is recruiting volunteer Commissioners who have experience with young children ages zero to five and their families in the above categories to help shape our program decisions. Commissioners dedicate several hours each month to attend regular meetings to discuss and vote on funding and services to ensure Inyo County's young children are healthy, safe and ready to succeed.

"Community Commissioner" seats must be filled by a community member representing one of

the following categories: recipient of project services in the county strategic plan; educator specializing in early childhood development; representative of a local childcare coordination group; representative of a local organization for prevention or early intervention for families at risk; representative of community-based organization that promotes and early childhood development; representative of a local school district; or representative of a local medical, pediatric, or obstetric association of societies.

Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Thursday, December 16, 2021 at 5:00 p.m. Postmarks are not accepted.

For more information, contact First 5 Director Serena Johnson at

sjohnson@inyocounty.us or
(760) 873-6453. (IR 12.02, 2021 #20908)



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Genoa Meneses

SUBJECT: MOU with the California Department of Public Health for Emergency Medical and Health Disaster Assistance relating to COVID-19 Case Investigation and Contact Tracing

RECOMMENDED ACTION:

Request Board ratify and approve the 2022 Memorandum of Understanding between the County of Inyo and the California Department of Public Health for the provision of Emergency Medical and Health Disaster Assistance relating to COVID-19 Case Investigation and Contact Tracing beginning January 20, 2022 and in effect until terminated by either party, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

Inyo County Health and Human Services' Public Health Division has been using COVID-19 team members and other Health & Human Services staff, as available, to support our case investigation and contact tracing needs locally during the most recent case surge. As our COVID-19 case numbers continue to increase, the capacity of our internal team has been taxed significantly. Our Deputy Director of Public Health and Prevention made a request to the California Department of Public Health through our MHOAC system on or about January 10, 2022 for two (2) bilingual case investigators/contact tracers. The state has authorized Inyo County up to ten (10) case investigators/contact tracers to support our local COVID-19 response efforts. As of January 19, 2022 our state liaison opened the request for two (2) bi-lingual case investigators/contact tracers to be reassigned to work with our Public Health team. The Memorandum of Understanding (MOU) allows for flexibility to request additional support, as needed. The attached (MOU), which does not have a financial obligation, was reviewed by County Counsel and signed by the Director of Health and Human Services in order to ensure timely and immediate access to these resources. The Department respectfully requests your Board review, ratify and approve the MOU as presented.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request, which would result in our inability to utilize identified State employees to assist Inyo County with contact tracing efforts, placing the large and increasing caseload solely on current Inyo County staff.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health

FINANCING:

There is no funding involved with this request.

ATTACHMENTS:

1. Inyo-CA Department of Public Health Contract - COVID Case Investigation & Contact Training

APPROVALS:

| | |
|--------------------|-------------------------------|
| Genoa Meneses | Created/Initiated - 1/19/2022 |
| Darcy Ellis | Approved - 1/19/2022 |
| Anna Scott | Approved - 1/19/2022 |
| Melissa Best-Baker | Approved - 1/19/2022 |
| Marilyn Mann | Approved - 1/20/2022 |
| John Vallejo | Approved - 1/20/2022 |
| Marilyn Mann | Final Approval - 1/20/2022 |

Contract # _____

**Memorandum of Understanding between the California Department of Public Health
and the County of Inyo
for Emergency Medical and Health Disaster Assistance relating to
Case Investigation and Contact Tracing in Inyo County for COVID-19**

This agreement (“Agreement”), dated for reference purposes January 12, 2021, is made and entered into by and between the County of Inyo (“County”) and the State of California Department of Public Health (“CDPH”), hereinafter jointly referred to as “Parties” and each individually as a “Party.”

WHEREAS, California Governor Gavin Newsom issued a Proclamation of a State of Emergency on March 4, 2020 based on the spread of the COVID-19 pandemic; and the County proclaimed a local emergency and a local health emergency on March 16, 2020, which were ratified by its Board of Supervisors on March 17, 2020; and those emergency declarations remain in effect based on ongoing emergency conditions relating to COVID-19; and

WHEREAS, the State of California (“State”) identified State employees for redirection to assist local public health jurisdictions with contact tracing efforts, and these State employees were mission-tasked to perform contact tracing work as Disaster Service Workers (“DSW”), as defined in the California Government Code, Sections 3101, 8628, and 8595; and

WHEREAS, CDPH, the lead department for the California Connected program, a State program, is responsible for the deployment of State DSW to counties and municipalities to perform contact tracing work to support the State’s response to the COVID-19 pandemic; and

WHEREAS, on November 16, 2020, the County, through its Medical Health Operational Area Coordinator, submitted a request to CDPH for up to five (5) bilingual State employees to assist the County with critically needed case investigation and contact tracing (“CICT”) efforts within Inyo County to contain the spread of COVID-19, and

WHEREAS, the Parties executed a Memorandum of Understanding for Emergency Medical and Health Disaster Assistance relating to Case Investigation and Contact Tracing in Inyo County for COVID-19 (State contract number 20-10799, dated for reference purposes November 25, 2020) that expired on December 31, 2021; and

WHEREAS, on January 10, 2022, the County, through its Medical Health Operational Area Coordinator, submitted a second request to CDPH for two (2) bilingual State employees to assist the County with critically needed CICT efforts within Inyo to contain the spread of COVID-19, and

WHEREAS, the County and CDPH mutually wish to continue to deploy State employees for the purpose of providing assistance to the County with CICT efforts through the State’s mutual aid system, free of charge;

NOW THEREFORE, it is agreed as follows:

1. CDPH shall assign up to ten (10) State employees (“State CICT Personnel”) to assist the County with CICT work and/or COVID-19 vaccination distribution and support (“Vaccination Program”) work. The number of State CICT Personnel deployed at any given time shall be the number needed to meet the County’s current needs. The term of this Agreement shall be from January 25, 2022 to June 30, 2022 (“Term”).
2. The timing and duration of deployment of State CICT Personnel shall be by mutual written agreement between the County and CDPH and deployment may end prior to the end of the Term. State CICT Personnel may be assigned to the County from any State agency.
3. At any time during the Term of this Agreement, CDPH reserves the right to remove any State CICT Personnel assigned to the County in order to respond quickly to emergent COVID-19 outbreaks in other counties, or for any other reason. At any time during the Term of this Agreement, CDPH reserves the right to provide a replacement for any State CICT Personnel deployed to the County, at its sole and absolute discretion. In the event CDPH decides to remove and/or replace any State CICT Personnel, CDPH shall provide fourteen (14) calendar days of prior written notice to the County via the contact information listed in Section 14 of this Agreement. However, CDPH may remove any State CICT Personnel without prior written notice to the County in the event the County assigns State CICT Personnel to case investigation work without written approval from CDPH, as defined in Section 9, or in the event the County allows State CICT Personnel to access a County System without written approval from CDPH, as defined in Section 10, or to address a personnel issue with State CICT Personnel, such as unplanned medical leave or leave of absence. CDPH shall make a good faith effort to provide notice to the County prior to the removal or replacement of State CICT Personnel when prior written notice is not required.
4. State CICT Personnel shall remain employees of the State, with no impact on their salaries, benefits, or state service credits. This Agreement shall not establish any joint employer relationship between CDPH and the County nor any employment relationship between the State CICT Personnel and the County for any purposes, including, but not limited to, the application of the Fair Labor Standards Act, California Labor Code and Wage Orders; Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income; the Workers’ Compensation Insurance Code; 401(k), pension, health, or other fringe or employee benefits; or third-party liability claims. Each Party shall indemnify and hold harmless the other Party for any claims raised by the Party’s employees, contractors, or volunteers for claims for wages, income, or other employee benefits.

5. The State shall retain sole responsibility to provide the wages and benefits of the State CICT Personnel, including accurate timekeeping and payroll, which CDPH shall ensure by providing the pre-deployment State agencies and State supervisors of the State CICT Personnel with completed timesheets for their respective State CICT Personnel. State CICT Personnel services shall be provided to the County at no cost to the County. Each Party shall bear and be solely responsible for its own costs and expenses necessary to its own compliance with this Agreement.
6. The State shall retain responsibility for providing office space, equipment, and supplies to the State CICT Personnel, and CDPH shall retain responsibility for training and supervising the State CICT Personnel for the purpose of providing CICT and Vaccination Program services to the County. The County may add localized workflows to existing CDPH scripts and shall provide training and support to State CICT Personnel on any such localized workflows. The County shall also provide the State CICT Personnel with any required County-specific trainings, and CDPH shall make the State CICT Personnel available for that purpose.
7. The County reserves the right to immediately remove any State CICT Personnel from performing the County's CICT or Vaccination Program work for any reason. In the event the County decides to remove any State CICT Personnel, the County shall provide notice to CDPH via the contact information listed in Section 14 of this Agreement.
8. The Parties shall collaborate and jointly establish a process for the scheduling of work shifts for the State CICT Personnel. The County shall not make changes to State CICT Personnel work schedules without prior approval from CDPH Human Resources Department. State CICT Personnel are not allowed to work overtime hours unless the overtime hours are pre-approved by their state supervisor.
9. The County may request State CICT Personnel assigned to perform contact tracing work be reassigned to perform case investigator work. Due to the difference in responsibilities of the case investigation and contact tracing roles, the written approval of both Parties is required for assignment of each individual State CICT Personnel to the role of case investigator. State CICT Personnel shall complete case investigator training before performing case investigator work for the County and training may be provided either through the Virtual Training Academy (a total of four (4) additional training hours above the contact tracing training provided to all State CICT Personnel) or by the County. The County agrees to provide one-on-one mentorship of newly trained case investigator State CICT Personnel by advanced communicable disease investigator County staff as appropriate, including all State CICT Personnel work in the California Confidential Network for Contact Tracing ("CalCONNECT") and California Reportable Disease Information Exchange ("CalREDIE") systems. The County may make a request to CDPH for CalREDIE access for State CICT Personnel

who work as case investigators and State CICT Personnel shall not access CalREDIE without written approval from CDPH.

10. All CICT work performed by State CICT Personnel assigned to the County shall be conducted within the CalCONNECT system. If the County is using a tool, solution or system for CICT (“County System”) instead of, or to augment the CalCONNECT system, then the County may propose to CDPH that State CICT Personnel use a County System to perform CICT work. CDPH shall review such a proposal on a case-by-case basis and inform the County in writing of its decision. The County’s proposal shall provide details on the technology to be used by State CICT Personnel including a description of the County System and the mechanism to provide remote access to CICT Personnel, the information security and privacy policies applicable to the County System, and the training, support, and quality assurance the County will provide to State CICT Personnel to ensure successful adoption of the County System. State CICT Personnel shall not access a County System without written approval from CDPH. State CICT Personnel shall complete training on a County System before performing CICT work for the County in that County System and training shall be provided by the County. The County may make a request to CDPH for CalREDIE access for State CICT Personnel who use a County System and State CICT Personnel shall not access CalREDIE without written approval from CDPH.
11. County shall ensure that all State CICT Personnel, excluding state supervisors, receive work assignments that are equivalent to a full-time workload. The term “full-time workload” means forty (40) hours of work per week. If a full-time State CICT Personnel’s workload is significantly below forty (40) hours in any workweek, the County shall assign additional duties to impacted State CICT Personnel. Additional duties shall be limited to activities related to preventing the spread of COVID-19 or vaccination for COVID-19. Additional duties shall be in accordance with the Case Investigator Job Description and Contact Tracer Job Description attached to this Agreement as Attachment A and with the terms of this Agreement. County shall communicate with State CICT Personnel state supervisors about all State CICT Personnel work assignments and any changes to work assignments. Parties shall meet and confer about the removal of any State CICT Personnel whose workload is significantly below a full-time workload for two consecutive workweeks. This meet and confer shall occur within seven (7) calendar days.
12. The County may assign any State CICT Personnel to Vaccination Program work. Vaccination Program job duties must be related to the COVID-19 vaccine distribution effort and can include vaccination appointment scheduling, coordination of vaccine distribution to providers, communication support (e.g., with the public, providers, other partners), and data entry. All duties shall be performed remotely. The County shall provide the State CICT Personnel with training prior to assignment of Vaccination Program work, and CDPH shall make the State CICT Personnel available for that purpose. The County shall inform

CDPH in writing no later than three (3) business days after any State CICT Personnel have been assigned to Vaccination Program work and shall provide the following information for each staff person: name, date of assignment, and job duties. The County may propose to CDPH that State CICT Personnel use a County System to perform Vaccination Program work and the requirements for State CICT Personnel access to a County System in Section 10 shall apply.

13. CDPH shall comply with all confidentiality obligations under federal and state law, including but not limited to California Code of Regulations, Title 17, Section 2502, Subdivision (f), as applicable.
14. Either Party to this Agreement may terminate its participation in this Agreement for any reason by providing thirty (30) calendar days' advance written notice to the other Party, and must be sent to:

For the County:

Genoa Meneses
Inyo County – HHS: Public Health
COVID-19 Program Manager
1360 N. Main Street
Bishop, CA 93514
healthofficer@inyocounty.us

For CDPH:

Rita Wong
CA Department of Public Health
CA Connected HR Sup. Spt. Team
1616 Capitol Avenue, MS 7300
Sacramento, CA 95814
Rita.Wong@cdph.ca.gov

15. Each Party shall indemnify, defend, and hold harmless the other Party and its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Party and/or its agents, employees or sub-contractors, including but not limited to any claim based on or arising out of any unauthorized disclosure of Confidential Information by the Party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other Party. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for each Party. Each Party shall reimburse the other Party for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a Party contests its obligation to indemnify, defend and/or hold harmless the other Party under this Agreement and does not prevail in that contest.
16. Each Party shall maintain general liability insurance and workers' compensation insurance, or self-insurance, and may be required to provide the other Party with satisfactory evidence of such coverage or self-insurance. Neither Party shall provide individual coverage for the other Party's employees nor be responsible for accepted claims of the other Party's employees, with each Party being responsible for coverage of its own employees. Each Party shall immediately provide proof of insurance or self-insurance, including Workers' Compensation and General Liability, covering its employees, upon request of the other Party.

17. The Agreement expresses all understandings of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the Parties.
18. This Agreement shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. However, no assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
19. Ownership, use, and disclosure of any data associated with performance of this Agreement shall be governed by the CalCONNECT System for California Connected Data Use and Disclosure Agreement between the County Public Health Department and CDPH, executed on October 21, 2020.
20. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
21. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.
22. The effective date for this Agreement shall be January 25, 2022.

IN WITNESS WHEREOF, each Party has caused this Agreement to be subscribed on its behalf by its respective duly authorized officers, on the day, month and year noted.

[Remainder of page left intentionally blank.
Signature page to follow.]



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Breanne Nelums

SUBJECT: Sole Source and Blanket Purchase Order for Blizzard Fire Protection of Mammoth Lakes, CA

RECOMMENDED ACTION:

Request Board: A) declare Blizzard Fire Protection of Mammoth Lakes, CA a sole-source provider of fire extinguisher servicing and replacements and hood suppression systems service and repair; and B) authorize the issuance of a blanket purchase order in an amount not to exceed \$15,000, payable to Blizzard Fire Protection of Mammoth Lakes, CA.

SUMMARY/JUSTIFICATION:

Sole source is awarded for commodities or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. Blizzard Fire Protection is a sole source provider because they have been the only company to respond to our requests for bids specifically to service and replace all fire extinguishers throughout Inyo County. Blizzard Fire Protection is licensed to provide these goods and services and have been servicing and replacing our fire extinguishers since November of 2011.

The purchase order is needed in order for Blizzard Fire Protection to continue the servicing and replacing of all of the fire extinguishers in Inyo County buildings throughout the County as well as servicing and repairing the hood suppression systems each fiscal year.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to approve this purchase order and sole source request, however, that is not recommended as servicing and replacing fire extinguishers in our county-operated buildings is required, along with the service and repair of the hood suppression systems.

OTHER AGENCY INVOLVEMENT:

Purchasing
Auditor's Office

FINANCING:

These services and replacements will be paid out of Building & Maintenance budget (011100) Professional Services object code (5265).

ATTACHMENTS:

APPROVALS:

| | |
|--------------------|------------------------------|
| Breanne Nelums | Created/Initiated - 1/5/2022 |
| Darcy Ellis | Approved - 1/5/2022 |
| Breanne Nelums | Approved - 1/5/2022 |
| Denelle Carrington | Approved - 1/5/2022 |
| John Vallejo | Approved - 1/5/2022 |
| Amy Shepherd | Approved - 1/5/2022 |
| Michael Errante | Final Approval - 1/6/2022 |



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Sally Faircloth

SUBJECT: Authorization to purchase Asphaltic Emulsion

RECOMMENDED ACTION:

Request Board: A) declare VSS Emultech of Bakersfield, CA the successful bidder for thirteen (13) tons of asphaltic emulsion per Bid RD21-09; and B) authorize the purchase of thirteen (13) tons of asphaltic emulsion plus three additional tons of asphaltic emulsion as included in Bid Additive Alternate 1, for a total not-to-exceed amount of \$25,114.00.

SUMMARY/JUSTIFICATION:

The Road Department solicited bids from suppliers for Asphaltic Emulsion in December 2021, for road paving and maintenance needs. Bids were opened on January 3, 2022 and one bid was received:

| | |
|---------------------------------|-------------|
| VSS Emultech of Bakersfield, CA | \$25,114.00 |
|---------------------------------|-------------|

The Road Department has reviewed the bid for responsiveness. The Road Department is recommending your Board authorize the purchase of thirteen (13) tons included in the base bid, plus an additional three (3) tons included in Additive Alternate No.1 from VSS Emultech of Bakersfield, CA. The SS-1H Asphaltic Emulsion will be picked up at the material plant in Bakersfield, CA. The total expense including tax is not to exceed \$25,114.00.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as this product is needed for any asphalt work that the Road Department undertakes.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The costs of Asphaltic Emulsion will be paid out of the Road Department Budget 034600, Object Code 5309 - Road Materials.

ATTACHMENTS:

1. Bid Tab RD21-09
2. VSS Emultech Bid

APPROVALS:

| | |
|-----------------|------------------------------|
| Sally Faircloth | Created/Initiated - 1/5/2022 |
| Darcy Ellis | Approved - 1/5/2022 |
| Sally Faircloth | Approved - 1/13/2022 |
| Breanne Nelums | Approved - 1/13/2022 |
| John Vallejo | Approved - 1/13/2022 |
| Amy Shepherd | Approved - 1/19/2022 |
| Michael Errante | Final Approval - 1/19/2022 |

COUNTY OF INYO BID TABULATION

Project Title & Bid No. RD21-09 Asphaltic Emulsion

Bid Opening Date: January 03, 2022

Location: County Admin Center

| | BIDDER NAME | Bid |
|----|-------------|-------------|
| 1 | US Emultech | \$25,114.00 |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Opened By: Denelle Carrington

Present: Monica Tinkler



COUNTY OF INYO (760) 878-0201

MATERIAL OR SERVICES
TO BE DELIVERED TO: INYO COUNTY ROAD DEPARTMENT

RETURN BIDS TO: INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Monday, January 3, 2022 TIME: 3:30 P.M. (PDT)

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

INSTRUCTIONS & CONDITIONS

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

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

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

DATED AT West Sacramento, California (CITY & STATE)

December 23rd, 2021

CASH DISCOUNT TERMS NET 30

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

NAME OF COMPANY VSS International, Inc. dba VSS Emultech

NAME OF COMPANY REPRESENTATIVE (PRINTED) Jordan Reed

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 3800 Gilmore Avenue

CITY AND STATE Bakersfield, California 93308

PHONE NUMBER 916-373-1500

FAX NUMBER 916-373-0183

BID FORM
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
BID NO: RD21-09 – Asphaltic Emulsion

The purpose of this specification is to describe the requirements involved in providing SS-1H Asphaltic Emulsion to the Inyo County Road Department. The intent of this request for bids is to purchase 13 Tons of Asphaltic Emulsion as well as establish a cost to refill an estimated 280 gallon empty tote provided by Inyo County Road Department with the same material.

| ITEM | DESCRIPTION | EST. QTY. | UNIT | UNIT PRICE |
|------|--------------------------|-----------|------|---------------|
| 1 | SS-1H Asphaltic Emulsion | 13 | Tons | \$1450.00/ton |

Additive Alternate No. 1

| ITEM | DESCRIPTION | EST. QTY. | UNIT | UNIT PRICE |
|------|--------------------------|-----------|------|---------------|
| 1 | SS-1H Asphaltic Emulsion | 3 | Tons | \$1450.00/ton |

*The base bid plus the bid additive alternates will be awarded if the total falls within budgetary limits.

I. PRODUCT

SS-1H asphaltic emulsion shall conform to the 2018 Standard Specification, State of California, Department of Transportation, Section 94 – Asphaltic Emulsions. Vendor shall furnish a certificate of compliance in accordance with this section showing that the material conforms to specification requirements. If the material when sampled and tested, fails to meet any of the specification requirements, the Vendor shall immediately replace any of such material remaining unused with material that meets the specification. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests. The product shall be provided in 280 gallon bulk capacity totes.

II. PICK-UP REQUIREMENTS

Refill totes of product will be picked up (4 totes at one time) FOB the material plant. Pick-up location must be within 200 road miles of Independence, CA. Specify lead time needed for refilling empty totes as well as the amount of time pricing will remain valid and in effect.

III. EXCEPTIONS

Explain any exceptions to the requirements above (attach additional sheets if necessary)

Please provide 3 day lead time for refilling totes

IV. BID

I agree to furnish Inyo County with the products specified on the Bid Form for the prices indicated below. I understand that the County is not obligated to order the refilling of the four empty totes but pricing is established should the need arise.

- 1. (13) Tons -Refill of 280 gallon tote with SS1-H Asphaltic Emulsion:
 - a. UNIT PRICE: \$ 1450.00/ton
 - 2. **Additive Alternate 1** - (3) Tons -Refill of 280 gallon tote with SS1-H Asphaltic Emulsion:
 - b. UNIT PRICE: \$ 1450.00/ton
 - 3. SUBTOTAL: \$ 23,200.00
 - 4. SALES TAX (@ 8.25 %) \$ 1,914.00
-
- TOTAL PRICE**\$ 25,114.00

BIDDER:

Company Name: VSS International, Inc. dba VSS Emultech

Contact Name: Jordan Reed

Address: 3800 Gilmore Avenue

City / State / Zip: Bakersfield, California 93308

Phone Number: 916-373-1500 Fax Number: 916-373-0183

Email Address: jordan.reed@reed.net

V. CERTIFICATION

In submitting this bid, I understand that Inyo County reserves the right to reject any and all bids and/or reject any and all items of such bids and/or waive any irregularities in a bid. By signature on this bid document, I agree to the terms outlined in this Request for Bids. I certify that I am an authorized agent for the above company.

Signed: _____ Title: Jordan Reed, Treasurer

Date: December 23, 2021



This bid was received on December 27
2021 Leslie Chapman
 ATTEST: Clim Quiter, Administrative Officer
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

VI. BID SUBMITTAL

Please submit your bid in a SEALED envelope labeled with description “**BID NO. RD21-09 – Asphaltic Emulsion**” and the name of the Bidder printed on the **outside** of the mailing envelope.

Bids must be submitted by the time and date specified below to the Inyo County Board Clerk, P.O. Drawer N (mail), Independence, CA 93526, or by delivery to the Board Clerk at 224 N. Edwards Street, Independence, CA 93526 by or before **3:30 P.M. on January 03, 2022.**

Note: PLEASE BE ADVISED that despite information you may receive from mail services, “Overnight” delivery by the USPS, UPS, FedEx, and other carriers is often scheduled as a two-day delivery due to the remote nature of Inyo County.

For questions or comments, please contact Sally Faircloth at sfaircloth@inyocounty.us

Bid prices will remain valid and in effect through December 31, 2022

Indicate any exception to the bid:

Please provide 3 day lead time for refilling totes

END OF BID PACKAGE



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Ashley Helms

SUBJECT: Resolutions accepting highway easement deeds for the Walker Creek Road Bridge Replacement Project

RECOMMENDED ACTION:

Request your Board:

- A) approve Resolution No. 2022-02, titled, "A Resolution of the Board of Supervisors of the County of Inyo Superseding Resolution 2020-43 and Accepting a Highway Easement Deed Across APN 033-490-02 for the Realignment of a Portion of Walker Creek Road," and authorize the Chairperson to sign; and
- B) approve Resolution No. 2022-03, titled, "A Resolution of the Board of Supervisors of the County of Inyo Superseding Resolution 2021-20 and Accepting a Highway Easement Deed Across APN 033-510-05 for the Realignment of a Portion of Walker Creek Road," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On November 17, 2020 and February 23, 2021, your Board approved Resolutions 2020-43 and 2021-20, accepting two highway easement deeds for the Walker Creek Road Bridge Replacement Project. After the documents were executed and set to be recorded, the Los Angeles Department of Water and Power requested that wording be added to the first page of the deed recognizing their aqueduct easement as a prior encumbrance a portion of the land. The requested wording was added to the first page of the document. It was determined that the easement deeds did not need to be re-executed by the landowners and the Director of Public Works, as the added language did not change the size of the easement or the compensation due to the owners. These two resolutions ratify Michael Errante's signatures on the highway easement deeds and authorize him to sign the Certificates of Acceptance on behalf of the Board.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no additional costs associated with the two resolutions, payments for the highway easement deeds

have already been made to the escrow office.

ATTACHMENTS:

1. Resolution No. 2022-02
2. Highway Easement Deed - IWVWD
3. Easement Deed, Purchase Agreement, Resos. 2020-43 & 2020-44 (01.11.2020)
4. Resolution No. 2022-03
5. Highway Easement Deed - Bohl
6. Bohl-Hogan Agreements & Reso. #2021-20 (02.23.21)

APPROVALS:

| | |
|-----------------|-------------------------------|
| Ashley Helms | Created/Initiated - 1/14/2022 |
| Darcy Ellis | Approved - 1/14/2022 |
| John Vallejo | Approved - 1/14/2022 |
| Michael Errante | Final Approval - 1/14/2022 |

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
SUPERSEEDING RESOLUTION 2020-43 AND ACCEPTING A HIGHWAY
EASEMENT DEED ACROSS APN 033-490-02 FOR THE REALIGNMENT OF A
PORTION OF WALKER CREEK ROAD

WHEREAS, the Indian Wells Water District (“Grantor”), as owners of the property located at APN 033-490-02 (“the Property”), agrees to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantor; and
2. The Board ratifies the original signature by Michael Errante, dated 11/23/2020, in his capacity as the Director of Public Works, on the Highway Easement Deed, and authorizes Michael Errante to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

 Dan Totheroh, Chairperson
 Inyo County Board of Supervisors

ATTEST: Leslie Chapman
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board

| | |
|---|---|
| <p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p> | <p style="text-align: right;">Above space for Recorder's Use Only</p> |
|---|---|

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 20__, by and between Indian Wells Water District, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

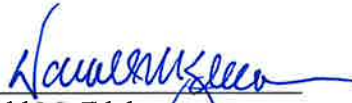
NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and storm drain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Said rights granted herein are subject to the following:
 - a. If outstanding valid claims exist on the date of the grant, the Grantee shall obtain such permission as may be necessary on the account of any claim.
 - b. Any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.
 - c. Any rights-of-way which may be apparent if a visual inspection is made of said Highway Easement Zone.
 - d. Any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right-of-way thereon for ditches and canals constructed by the authority of the United States.
 - e. Such rights and right-of-way as the City of Los Angeles may have under the Act of June 30, 1906, together with any amendments thereto. An such rights and right-of-way as the City of Los Angeles may have under the Act of March 4, 1911, together with any amendments thereto.


3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: 23 September 2020

By: 
Donald M. Zdeba
General Manager

Dated: 11/23/2020


Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Kern)
On 9-23-2020 before me, Lauren Duffy, Notary
Date Here Insert Name and Title of the Officer
personally appeared Donald Zdziba
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Indian Wells Water District, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2022-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Michael Errante
Public Works Director

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL SHOWN AS "DESIGNATED REMAINDER" ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS, AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 204 RECORDED ON DECEMBER 27, 1982 AS DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY, SAID SOUTHERLY MOST CORNER BEING ON THE WEST LINE OF SECTION 29; THENCE ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 49.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 108.07 FEET; THENCE LEAVING SAID WEST LINE AND ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 35° 04' 42" EAST, A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 54° 47' 01", AND A LENGTH OF 196.01 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 44.99 FEET; THENCE NORTH 11° 47' 48" WEST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 38° 09' 52", AND A LENGTH OF 109.24 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF A TWENTY (20) FOOT WIDE ROADWAY EASEMENT GRANTED TO THE COUNTY OF INYO AND RECORDED ON JULY 7, 1982 AS DOCUMENT NO. 82-2902, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 35' 44" EAST, 85.11 FEET; THENCE LEAVING SAID SOUTH LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF NORTH 40° 05' 42" WEST, A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 61° 42' 06", AND A LENGTH OF 103.38 FEET; THENCE SOUTH 11° 47' 48" EAST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 59.16 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 55° 20' 54", AND A LENGTH OF 284.97 FEET; THENCE SOUTH 55° 29' 11" WEST, 57.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 64,863 SQUARE FEET, MORE OR LESS.

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

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY.

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

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

APN 033-490-02 PORTION.

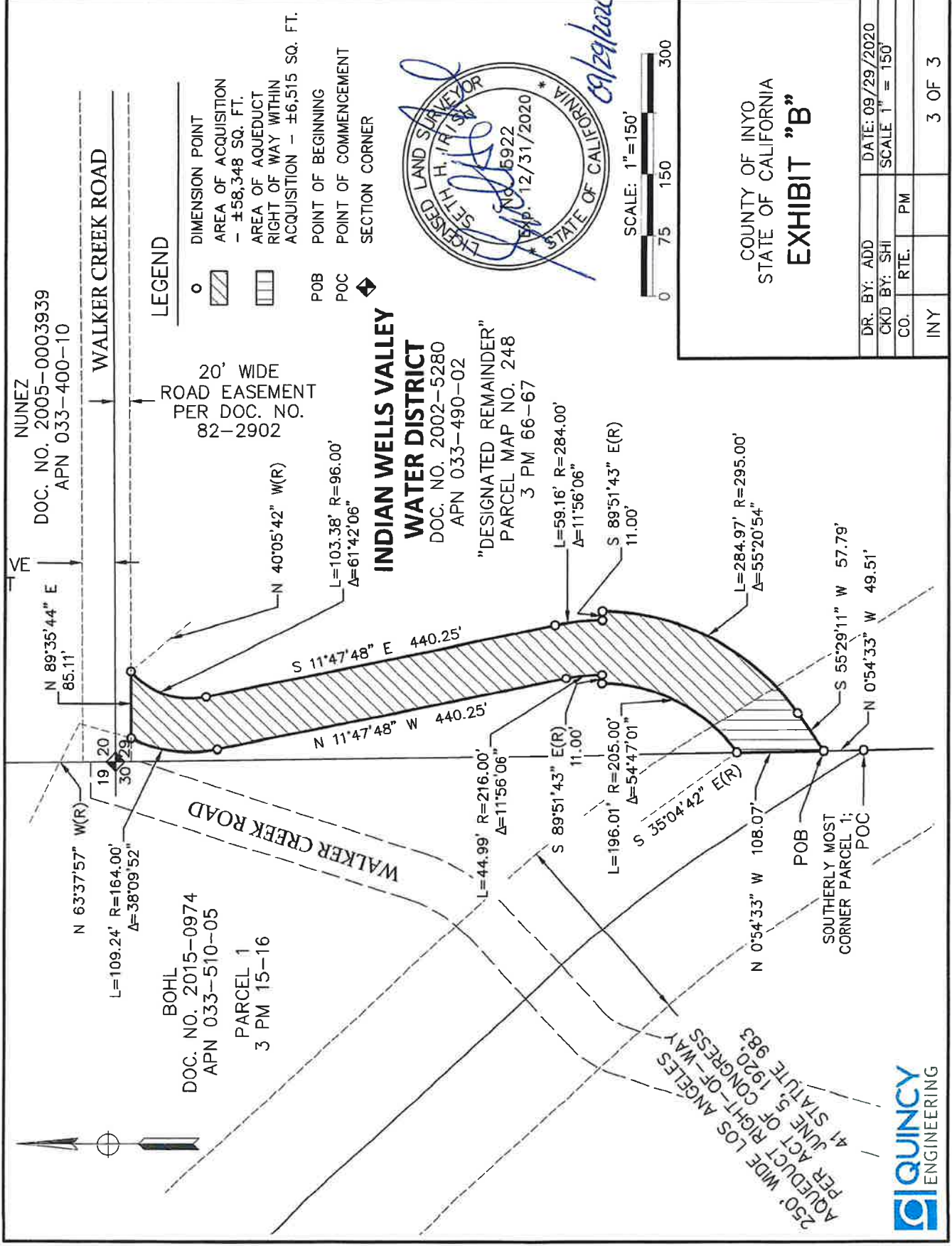


09/29/2020

SETH H. IRISH
PLS 5922

DATE





09/29/2020



In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of November 2020 an order was duly made and entered as follows:

*Public Works –
Highway Easement
Deed, Purchase
Agreement and
Resos. No. 2020-43
and No. 2020-44*

Moved by Supervisor Tillemans and seconded by Supervisor Griffiths to:

- A) approve the purchase agreement between the County of Inyo and the Indian Wells Water District, a public agency, of Ridgecrest, CA for the purchase of a highway easement deed in an amount not to exceed \$1,300, and authorize the Public Works Director to sign;
- B) approve the purchase agreement between the County of Inyo and Jose M. Nunez and Maria G. Nunez for the purchase of a highway easement deed in an amount not to exceed \$1,000, and authorize the Public Works Director to sign;
- C) approve Resolution No. 2020-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-490-02 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign; and
- D) approve Resolution No. 2020-44, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-400-10 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of November, 2020

| |
|---|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>December 1, 2020</i> |



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____



County of Inyo



#21

Public Works

CONSENT - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Ashley Helms

SUBJECT: Right of Way Acquisitions for the Walker Creek Road Bridge Replacement Project

RECOMMENDED ACTION:

Request Board:

- A) approve the purchase agreement between the County of Inyo and the Indian Wells Water District, a public agency, of Ridgecrest, CA for the purchase of a highway easement deed in an amount not to exceed \$1,300, and authorize the Public Works Director to sign;
- B) approve the purchase agreement between the County of Inyo and Jose M. Nunez and Maria G. Nunez for the purchase of a highway easement deed in an amount not to exceed \$1,000, and authorize the Public Works Director to sign;
- C) approve Resolution No. 2020-43, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-490-02 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign; and
- D) approve Resolution No. 2020-44, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-400-10 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Walker Creek Road Bridge Replacement Project (project) is 100% funded through the Highway Bridge Program, a Federal Highway Administration program administered locally by Caltrans District 9. The project will replace the functionally obsolete 9 foot wide bridge, located west of Olancha. The new bridge will be constructed approximately 375 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction; the roadway realignment impacts four undeveloped parcels. The sub-consultant responsible for Right of Way Acquisition has completed appraisals of the permanent road easements and temporary construction easements, and has negotiated the purchase agreements with the property owners. This agenda item brings two of the acquisitions to the Board for approval and acceptance, the remaining two will follow shortly.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the purchase agreements and highway easement deeds, this is not recommended because the federally funded bridge replacement project cannot be constructed without the right of way acquisitions.

OTHER AGENCY INVOLVEMENT:

Caltrans and the Federal Highway Administration

FINANCING:

The costs associated with the purchase agreements will be paid out of Budget 034601 (Road Projects - State Funded), Object Code 5736 (Walker Creek). One hundred percent of these expenses are federally reimbursable.

ATTACHMENTS:

1. IWVWD Purchase Agreement
2. IWWD Highway Easement Deed
3. IWWD Resolution No. 2020-43
4. Nunez Purchase Agreement
5. Nunez Highway Easement Deed
6. Nunez Resolution No. 2020-44

APPROVALS:

| | |
|-------------------|--------------------------------|
| Ashley Helms | Created/Initiated - 10/30/2020 |
| Darcy Ellis | Approved - 11/2/2020 |
| Ashley Helms | Approved - 11/3/2020 |
| Breanne Nelums | Approved - 11/3/2020 |
| Michael Errante | Approved - 11/3/2020 |
| Marshall Rudolph | Approved - 11/3/2020 |
| Amy Shepherd | Approved - 11/3/2020 |
| Michele Hartshorn | Approved - 11/12/2020 |
| Michael Errante | Final Approval - 11/12/2020 |



**BENDER
ROSENTHAL
INCORPORATED**

TRANSMITTAL

Date: September 29, 2020

Via: FedEx

To: Ashley Helms

From: Rebekah Green

RE: Walker Creek – Indian Wells Water District / APN: 033-490-02

Enclosed are the following documents for Michael's signatures regarding Indian Wells Water District:

- Agreement for Purchase and Sale of Real Property (duplicate)
- Highway Easement Deed
- Escrow Instructions

Please return all executed documents to me for further processing with the title company. If you have any comments or items of specific concern you would like to discuss, please call me at (916) 978-4900 2065.

Thank you,

Rebekah Green
Senior Project Coordinator

Enclosures

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Indian Wells Water District, a public agency, herein referred to as "GRANTOR(s)", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancho Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-490-02 described and delineated in the form of the Highway Easement Deed attached as Exhibit A and the Temporary Construction Easement attached as Exhibit B.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed and Temporary Construction Easement for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$1,300.00 (rounded) ONE THOUSAND THREE HUNDRED DOLLARS for the Permanent Roadway Easement Area and the Temporary Construction Easement on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$1,300 (rounded) for 64,863± SF Permanent Roadway Easement and 20,438± SF Temporary Construction Easement
 - (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-346557.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the grantor(s) and, as between the GRANTEE and the GRANTOR(s), no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the grantor(s) retain(s) (their/his/her) obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned Grantor warrants that he is the owner in fee simple of the property affected by the Permanent Access Easement and the Temporary Construction Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. Permission is hereby granted to GRANTEE and its authorized agents to enter upon GRANTOR's land where necessary (Assessor's Parcel No. 033-490-02) within that certain area as shown on the map marked "Exhibits A and B" attached hereto and made a part hereof and identified as Temporary Construction Easements for the purpose of undertaking and facilitating the work described herein and the construction of the Walker Creek Road Bridge Replacement Project. It is mutually agreed and understood by the GRANTOR and by County as follows;
 - A. Temporary Construction Easements shall commence on December 31, 2020 or the date the amount of funds as specified in Clause 2A. herein are paid to GRANTOR, whichever occurs later. Said Temporary Construction Easement shall terminate upon the completion of construction, or 24 months from effective date in any event no longer than December 31, 2022.
 - B. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE'S operations under this AGREEMENT and GRANTEE will, at its option, either repair or pay for such damage.
 - C. GRANTEE agrees that GRANTOR(s) will have access to the remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal home

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

residency or business operations. GRANTEE will notify GRANTOR(s) at least 15-days prior to start of construction. Notwithstanding anything to the contrary herein, GRANTEE and GRANTEE'S Agents shall not impair GRANTOR(s) use or access to the remainder property and will not park or store vehicles, debris or equipment on GRANTOR(s) remainder property unless GRANTOR(s) written permission is obtained in advance.


12. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
14. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
15. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Temporary Construction Easement Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
16. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
17. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

SIGNATURE PAGE TO FOLLOW

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

In Witness Whereof, the Parties have executed this AGREEMENT this date of _____ 2020.

GRANTOR(s): Indian Wells Water District, a public agency

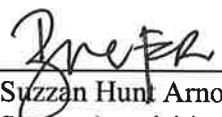
By: 
Donald M. Zdeba
General Manager

APPROVED: County of Inyo

By: 
Michael Errante, P.E.
Public Works Director

Date: 11/23/2020

RECOMMENDATION AND APPROVAL:

By: 
Suzzan Hunt Arnold
Senior Acquisition Agent

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

EXHIBIT "A"
ATTACHED HERETO

| | |
|---|---|
| <p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p> | <p style="text-align: right;">Above space for Recorder's Use Only</p> |
|---|---|

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Indian Wells Water District, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;


IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: _____

By: _____

Donald M. Zdeba
General Manager

Dated: 11/23/2020



Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of _____)

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

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

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Indian Wells Water District, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2020-43 of the Inyo County Board of Supervisors on Nov. 17, 2020, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 12/3/2020



Matt Kingsley
Chairman, Inyo County Board of Supervisors

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL SHOWN AS "DESIGNATED REMAINDER" ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS, AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY MOST CORNER OF PARCEL 1 AS SHOWN ON PARCEL MAP NO. 204 RECORDED ON DECEMBER 27, 1982 AS DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY, SAID SOUTHERLY MOST CORNER BEING ON THE WEST LINE OF SECTION 29; THENCE ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 49.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 00° 54' 33" WEST (NORTH 00° 16' 37" WEST), 108.07 FEET; THENCE LEAVING SAID WEST LINE AND ALONG A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIAL BEARING OF SOUTH 35° 04' 42" EAST, A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 54° 47' 01", AND A LENGTH OF 196.01 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 44.99 FEET; THENCE NORTH 11° 47' 48" WEST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 38° 09' 52", AND A LENGTH OF 109.24 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF A TWENTY (20) FOOT WIDE ROADWAY EASEMENT GRANTED TO THE COUNTY OF INYO AND RECORDED ON JULY 7, 1982 AS DOCUMENT NO. 82-2902, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG SAID SOUTH LINE, NORTH 89° 35' 44" EAST, 85.11 FEET; THENCE LEAVING SAID SOUTH LINE, ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIAL BEARING OF NORTH 40° 05' 42" WEST, A RADIUS OF 96.00 FEET, A CENTRAL ANGLE OF 61° 42' 06", AND A LENGTH OF 103.38 FEET; THENCE SOUTH 11° 47' 48" EAST, 440.25 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, A CENTRAL ANGLE OF 11° 56' 06", AND A LENGTH OF 59.16 FEET; THENCE SOUTH 89° 51' 43" EAST, 11.00 FEET; THENCE ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIAL BEARING OF SOUTH 89° 51' 43" EAST, A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 55° 20' 54", AND A LENGTH OF 284.97 FEET; THENCE SOUTH 55° 29' 11" WEST, 57.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 64,863 SQUARE FEET, MORE OR LESS.

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

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER DOCUMENT NO. 82-5939 IN BOOK 3 OF PARCEL MAPS AT PAGES 15 TO 16, OFFICIAL RECORDS OF INYO COUNTY.

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

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

APN 033-490-02 PORTION.

09/28/2020

SETH H. IRISH
PLS 5922

DATE





NUNEZ
 DOC. NO. 2005-0003939
 APN 033-400-10

N 63°37'57" W(R)
 L=109.24' R=164.00'
 Δ=38°09'52"

N 89°35'44" E
 85.11'

WALKER CREEK ROAD

BOHL
 DOC. NO. 2015-0974
 APN 033-510-05

PARCEL 1
 3 PM 15-16

20' WIDE
 ROAD EASEMENT
 PER DOC. NO.
 82-2902

- LEGEND**
- DIMENSION POINT
 - AREA OF ACQUISITION - ±58,348 SQ. FT.
 - AREA OF AQUEDUCT RIGHT OF WAY WITHIN ACQUISITION - ±6,515 SQ. FT.
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - SECTION CORNER

**INDIAN WELLS VALLEY
 WATER DISTRICT**
 DOC. NO. 2002-5280
 APN 033-490-02
 "DESIGNATED REMAINDER"
 PARCEL MAP NO. 248
 3 PM 66-67



SCALE: 1"=150'
 0 75 150 300

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

L=44.99' R=216.00'
 Δ=11°56'06"

S 89°51'43" E(R)
 11.00'

L=196.01' R=205.00'
 Δ=54°47'01"

S 35°04'42" E(R)

N 0°54'33" W 108.07'

POB

SOUTHERLY MOST
 CORNER PARCEL 1;
 POC

S 55°29'11" W 57.79'

N 0°54'33" W 49.51'

L=103.38' R=96.00'
 Δ=61°42'06"

N 40°05'42" W(R)

S 11°47'48" E 440.25'
 N 11°47'48" W 440.25'

L=59.16' R=284.00'
 Δ=11°56'06"

S 89°51'43" E(R)
 11.00'

L=284.97' R=295.00'
 Δ=55°20'54"



| | | |
|---------------------------------------|------|------------------|
| COUNTY OF INYO STATE OF CALIFORNIA | | |
| EXHIBIT "B" | | |
| DR. BY: ADD | | DATE: 09/28/2020 |
| CKD BY: SHI | | SCALE 1" = 150' |
| CO. | RTE. | PM |
| INYO | | |
| | | 3 OF 3 |

GRANTOR: Indian Wells Water District, a public agency
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0039)
PARCEL: 033-490-02

EXHIBIT "B"
ATTACHED HERETO



WALKER
CREEK ROAD

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

BOHL
DOC. NO.
2015-0974
APN 033-510-05
PARCEL 1
3 PM 15-16

PROPOSED
CENTERLINE
ALIGNMENT

LEGEND

- DIMENSION POINT
- TCE TEMPORARY CONSTRUCTION EASEMENT
- LADWP LOS ANGELES DEPARTMENT OF WATER AND POWER
-  AREA OF TCE WITHIN LADWP RIGHT-OF-WAY - ±17,862 SQ. FT.
-  AREA OF TCE OUTSIDE LADWP RIGHT-OF-WAY - ±2,576 SQ. FT.



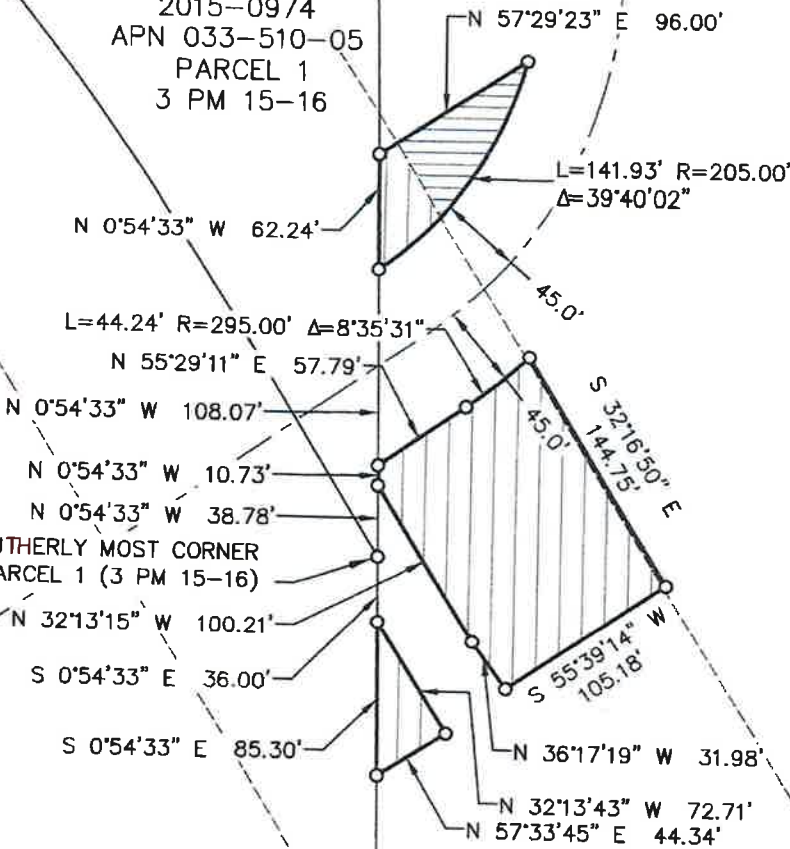
INDIAN WELLS VALLEY
WATER DISTRICT

DOC. NO. 2002-5280
APN 033-490-02
"DESIGNATED REMAINDER"
PARCEL MAP NO. 248
3 PM 66-67



HOGAN
DOC. NO. 1989-8727
APN 033-510-08
PARCEL 2
3 PM 15-16

SOUTHERLY MOST CORNER
PARCEL 1 (3 PM 15-16)



COUNTY OF INYO
STATE OF CALIFORNIA

EXHIBIT
TEMPORARY CONSTRUCTION
EASEMENT



| | | | |
|-------------|------|-----------------|--------|
| DR. BY: ADD | | DATE: 01/15/20 | |
| CKD BY: JAT | | SCALE 1" = 100' | |
| CO. | RTE. | PM | |
| INYO | | | 1 OF 1 |



**BENDER
ROSENTHAL
INCORPORATED**

TRANSMITTAL

Date: October 16, 2020

Via: FedEx

To: Ashley Helms

From: Rebekah Green

RE: Walker Creek – Nunez / APN: 033-400-10

Enclosed are the following documents for signatures regarding Nunez:

- Agreement for Purchase and Sale of Real Property (duplicate)
- Highway Easement Deed
- Escrow Instructions

Please return all executed documents to me for further processing with the title company. If you have any comments or items of specific concern you would like to discuss, please call me at (916) 978-4900 2065.

Thank you,



Rebekah Green

Senior Project Coordinator

Enclosures

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants, herein referred to as "GRANTOR(s)", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancha Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-400-10 described and delineated in the form of a Permanent Roadway Easement attached as Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR(s) are compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$1,000.00 (rounded) ONE THOUSAND DOLLARS for the Permanent Roadway Easement Area on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$1,000 (rounded) for 13,025± SF Permanent Roadway Easement

- (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-346569.
 - (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
 4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
 5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
 6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR(s) may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
 7. GRANTOR(s) agree to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR(s) for a period exceeding one month. GRANTOR(s) acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR(s), prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR(s) agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR(s) acknowledge that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the GRANTOR(s) and, as between the GRANTEE and the GRANTOR(s), no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR(s) retain (their/his/her) obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned GRANTOR warrants that he is the owner in fee simple of the property affected by the Permanent Roadway Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
12. This AGREEMENT constitutes the entire agreement between the parties hereto with respect to the subject matter of this AGREEMENT and may not be modified except by an instrument in writing signed by the party to be bound thereby.
13. If any term or provision of this AGREEMENT shall be held to be invalid or unenforceable, the remainder of the AGREEMENT shall remain in full force and effect.
14. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Permanent Roadway Easement, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
15. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
16. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

SIGNATURE PAGE TO FOLLOW

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

In Witness Whereof, the Parties have executed this AGREEMENT this date of _____ 2020.

GRANTOR(s): Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants

By: *Jose M Nunez*
Jose M. Nunez
By: *Maria G Nunez*
Maria G. Nunez

APPROVED: County of Inyo

By: *Michael Errante*
Michael Errante, P.E.
Public Works Director

Date: *11/23/2020*

RECOMMENDATION AND APPROVAL:

By: *Dr. FAF*
Suzzan Hunt Arnold
Senior Acquisition Agent



GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

EXHIBIT A

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO JOSE M. NUNEZ AND MARIA G. NUNEZ RECORDED ON SEPTEMBER 19, 2005 AS DOCUMENT NO. 2005-0003939, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTON 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

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

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

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

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

APN 033-400-10 PORTION.

 09/29/2020

SETH H. IRISH
PLS 5922

DATE

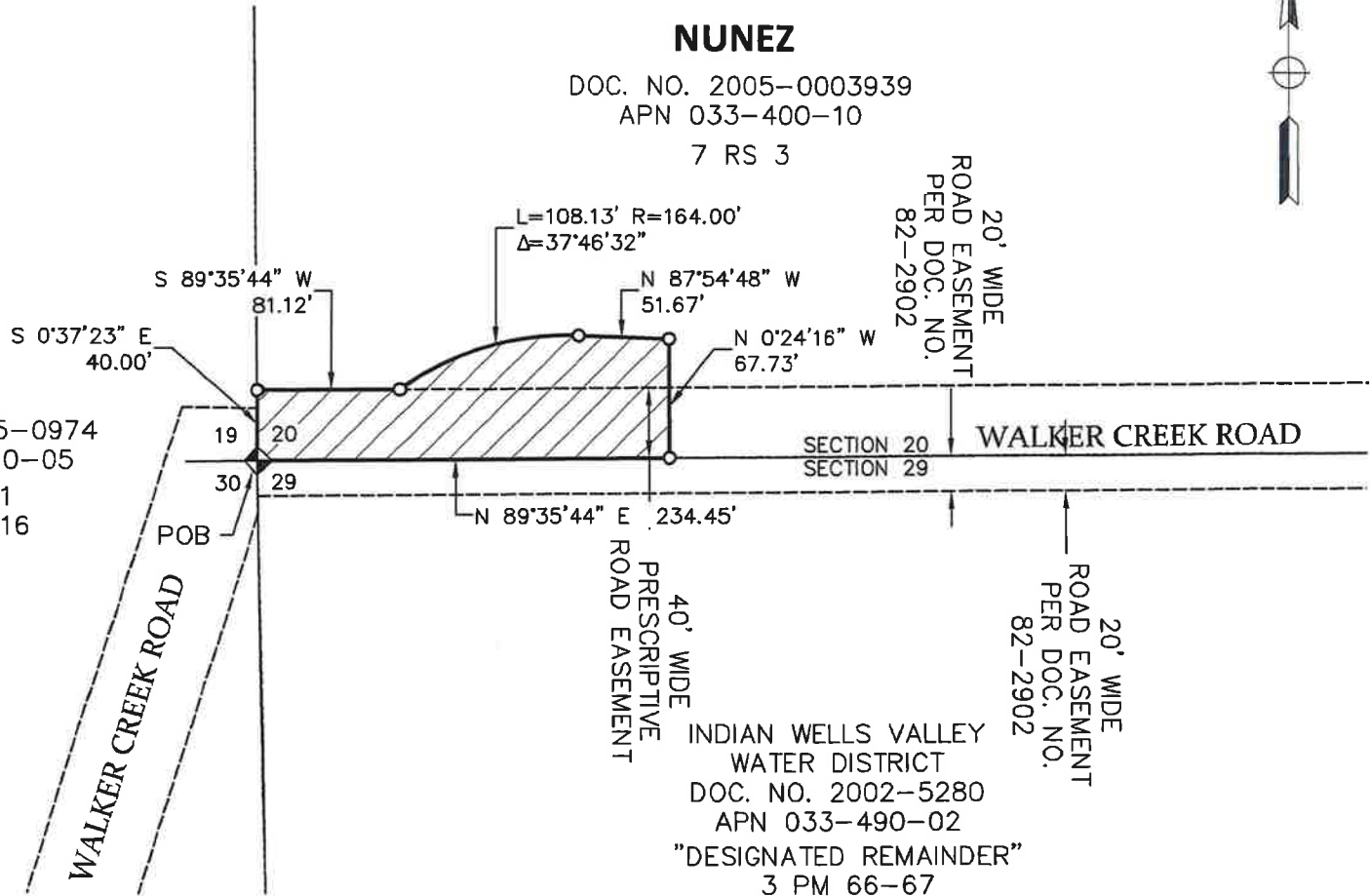




NUNEZ

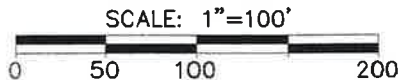
DOC. NO. 2005-0003939
APN 033-400-10
7 RS 3

BOHL
DOC. NO. 2015-0974
APN 033-510-05
PARCEL 1
3 PM 15-16



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER



| | | | |
|---------------------------------------|------|------------------|--------|
| COUNTY OF INYO STATE OF CALIFORNIA | | | |
| EXHIBIT "B" | | | |
| DR. BY: ADD | | DATE: 09/29/2020 | |
| CKD BY: SHI | | SCALE 1" = 100' | |
| CO. | RTE. | PM | |
| INY | | | 2 OF 2 |

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants, herein referred to as "GRANTOR(s)", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancha Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-400-10 described and delineated in the form of a Permanent Roadway Easement attached as Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR(s) are compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$1,000.00 (rounded) ONE THOUSAND DOLLARS for the Permanent Roadway Easement Area on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$1,000 (rounded) for 13,025± SF Permanent Roadway Easement

- (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-346569.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR(s) may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR(s) agree to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR(s) for a period exceeding one month. GRANTOR(s) acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR(s), prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR(s) agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR(s) acknowledge that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the GRANTOR(s) and, as between the GRANTEE and the GRANTOR(s), no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR(s) retain (their/his/her) obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned GRANTOR warrants that he is the owner in fee simple of the property affected by the Permanent Roadway Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
12. This AGREEMENT constitutes the entire agreement between the parties hereto with respect to the subject matter of this AGREEMENT and may not be modified except by an instrument in writing signed by the party to be bound thereby.
13. If any term or provision of this AGREEMENT shall be held to be invalid or unenforceable, the remainder of the AGREEMENT shall remain in full force and effect.
14. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Permanent Roadway Easement, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
15. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
16. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

SIGNATURE PAGE TO FOLLOW

GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

In Witness Whereof, the Parties have executed this AGREEMENT this date of _____ 2020.

GRANTOR(s): Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants

By: Jose M. Nunez
Jose M. Nunez

By: Maria G. Nunez
Maria G. Nunez

APPROVED: County of Inyo

By: Michael Errante
Michael Errante, P.E.
Public Works Director

Date: 11/23/2020

RECOMMENDATION AND APPROVAL:

By: Suzzan Hunt Arnold
Suzzan Hunt Arnold
Senior Acquisition Agent



GRANTOR: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

EXHIBIT A

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO JOSE M. NUNEZ AND MARIA G. NUNEZ RECORDED ON SEPTEMBER 19, 2005 AS DOCUMENT NO. 2005-0003939, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

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

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

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

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

APN 033-400-10 PORTION.

 09/29/2020

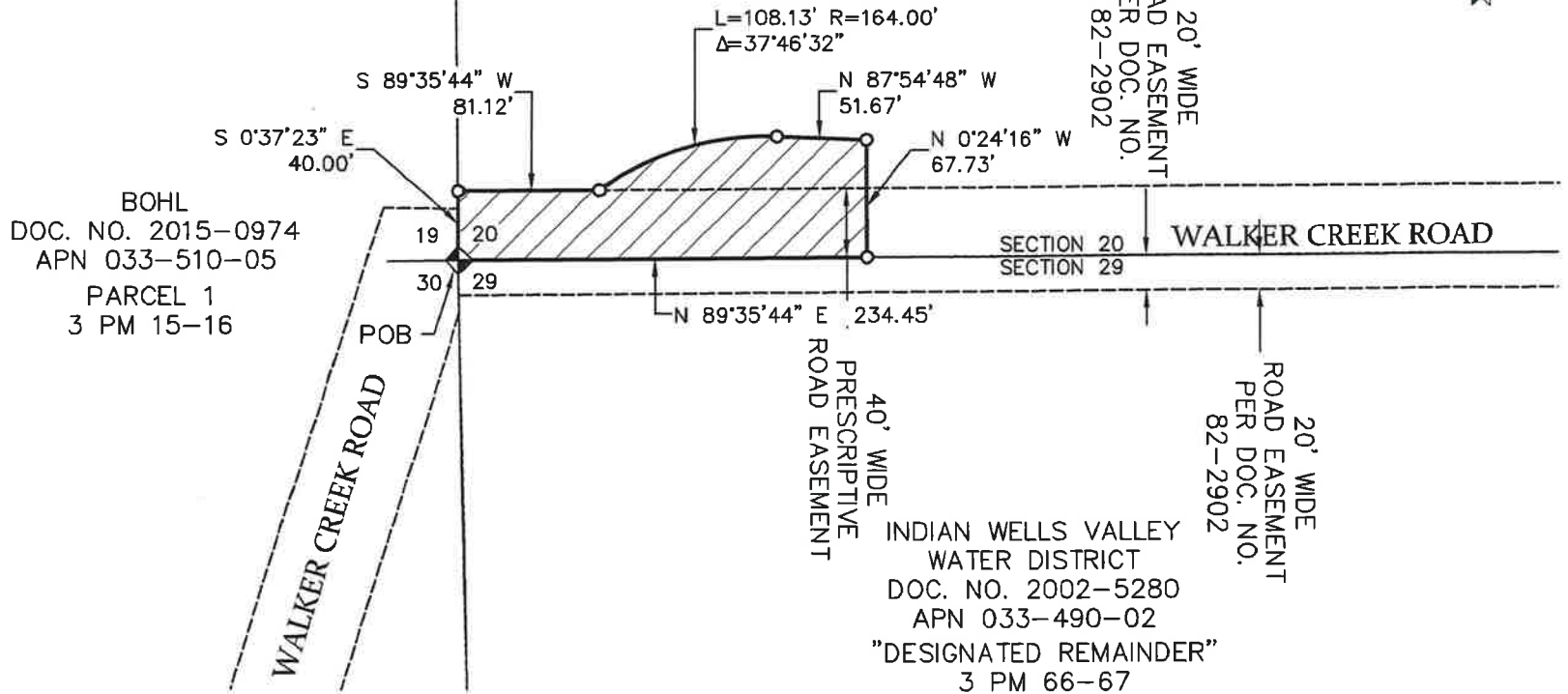
SETH H. IRISH
PLS 5922

DATE



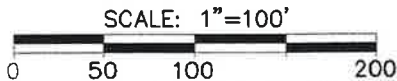
NUNEZ

DOC. NO. 2005-0003939
 APN 033-400-10
 7 RS 3



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER



COUNTY OF INYO
 STATE OF CALIFORNIA

EXHIBIT "B"

| | | | |
|-------------|------|------------------|--------|
| DR. BY: ADD | | DATE: 09/29/2020 | |
| CKD BY: SHI | | SCALE 1" = 100' | |
| CO. | RTE. | PM | |
| INY | | | 2 OF 2 |

Free Recording Pursuant to Gov't
Code § 27382 Requested By: Inyo
County Board of Supervisors

When Recorded Mail To:
Inyo County Public Works
168 N. Edwards St.
PO Box Q
Independence, CA

Above space for Recorder's Use Only

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: 09-23-2020




Jose M. Nunez

Dated: 9-23-2020



Maria G. Nunez

Dated: 11/23/2020



Michael Errante
Director, Inyo County Public Works



ACKNOWLEDGMENT

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

State of California
County of Inyo)

On Setp. 23, 2020 before me, Kathleen Jo New, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kathleen Jo New (Seal)

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO JOSE M. NUNEZ AND MARIA G. NUNEZ RECORDED ON SEPTEMBER 19, 2005 AS DOCUMENT NO. 2005-0003939, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTON 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

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

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

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

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

APN 033-400-10 PORTION.

 09/29/2020

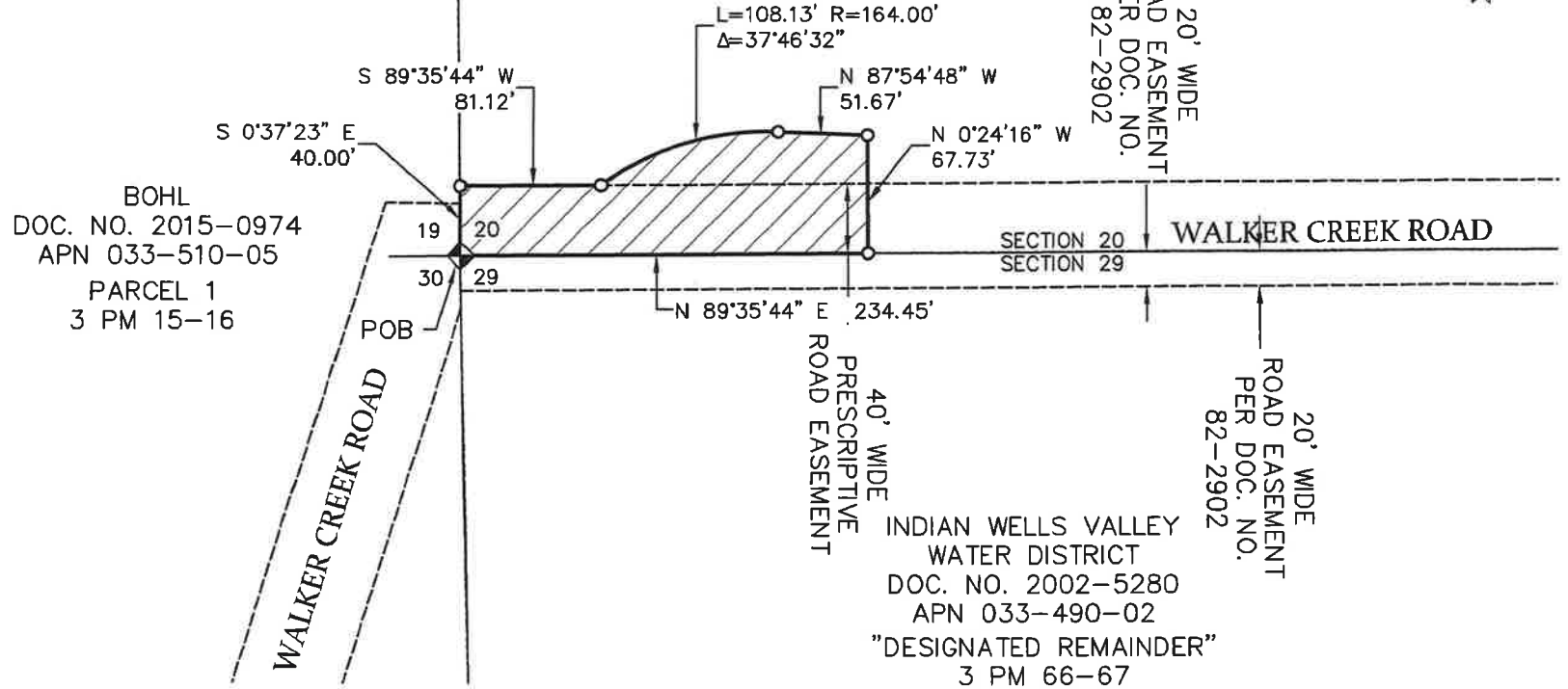
SETH H. IRISH
PLS 5922

DATE



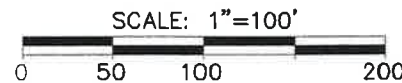
NUNEZ

DOC. NO. 2005-0003939
 APN 033-400-10
 7 RS 3



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER



| | | |
|---------------------------------------|------|------------------|
| COUNTY OF INYO STATE OF CALIFORNIA | | |
| EXHIBIT "B" | | |
| DR. BY: ADD | | DATE: 09/29/2020 |
| CKD BY: SHI | | SCALE 1" = 100' |
| CO. | RTE. | PM |
| INYO | | |
| 2 OF 2 | | |

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2020-44 of the Inyo County Board of Supervisors on Nov. 17, 2020, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 12/3/2020



Matt Kingsley
Chairman, Inyo County Board of Supervisors

ESCROW INSTRUCTIONS

Darryl Evans
Placer Title
7643 N. Ingram Avenue, Suite 101
Fresno, CA 93711

County of Inyo
Walker Creek Road Bridge Replacement
Owner: Jose J. and Maria G. Nunez
Parcel No.: 033-400-10
Escrow No.: P-346569

Mr. Evans:

This escrow will be closed in accordance with the Agreement executed by Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants and the County of Inyo. The following items have been checked to indicate the method in which this escrow is to be closed.

The purchase price of this transaction is \$1,000.00

Enclosed is a warrant in the sum of \$1,000.00

Enclosed is a Highway Easement Deed with attached Certificate of Acceptance and a copy of the Agreement of Purchase and Sale

Taxes will be paid current as of Close of Escrow and any taxes due shall be paid to the County Tax Collector from this escrow

No tax cancellation or proration will be necessary for easements

Policy of Title insurance shall be issued in the amount of \$1,000.00

Proceeds from this transaction are to be sent to Mr. and Mrs. Nunez at PO Box 1193, Lone Pine, CA 93545

The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a CLTA title policy naming Count of Inyo as Grantee, free and clear of all liens and encumbrances, except the following as shown in your preliminary report number P-346569 dated September 24, 2019

THE FOLLOWING EXCEPTIONS MAY APPEAR IN THE TITLE POLICY:

| <u>Item No./Description</u> | <u>Action</u> |
|---|--|
| 1 Taxes/Assessments | Taxes and Assessments will be paid through this escrow |
| 2 Supplemental Taxes | Paid current through escrow |
| 3 Any facts, rights, or interests or claims that are not shown on Public Records that could be ascertained by an inspection of the Land | Said rights will not conflict with County's use |
| 4 Easements, liens or encumbrances or claims thereof, no shown by the Public Records | Said rights will not conflict with County's use |
| 5 Encroachment, encumbrances, violation Variation, or averse circumstances affecting the title | Said rights will not conflict with County's use |
| 6 Unpatented mining claims | Said rights will not conflict with County's use |
| 8 & 9 Record of Surveys | Said rights will not conflict with County's use |
| 10 Walker Creek Road -assessor's map | Said rights will not conflict with County's use |

THE FOLLOWING EXCEPTIONS MUST NOT APPEAR IN THE TITLE POLICY:

| <u>Item No./Description</u> | <u>Action</u> |
|--|--|
| 7 Any lien, or right of lien for services (Mechanics lien) | To be removed |
| 11-16 Tax Liens | To be paid during this escrow, exceptions to be cleared prior to close of escrow |
| 17 No Deed of Trust | Owner's Affidavit-No Deed of Trust to be completed prior to close of escrow |
| 18 Parties in Possession | Owner's Affidavit to be completed prior to close of escrow |
| 19 Statement of Information | To be completed prior to close of escrow |
| 20 Land Description | To be removed |

County of Inyo will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.

INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal Inc, Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, less any demands for liens, judgments, delinquent taxes, and/or utilities, delinquent child support, and/or alimony, or encumbrances.

Grantor: Jose M. Nunez and Maria G. Nunez, husband and wife as joint tenants

By: Jose M Nunez
Jose M. Nunez

Date: 09-23-2020

By: Maria G Nunez
Maria G. Nunez

Date: 9-23-2020

Grantee: County of Inyo

By: Michael Errante
Michael Errante, P.E.
Public Works Director

Date: 11/23/2020



RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
SUPERSEEDING RESOLUTION 2021-20 AND ACCEPTING A HIGHWAY
EASEMENT DEED ACROSS APN 033-510-05 FOR THE REALIGNMENT OF A
PORTION OF WALKER CREEK ROAD

WHEREAS, Jeffrey Bohl, an unmarried man (“Grantor”), as owner of the property located at APN 033-510-05 (“the Property”), agrees to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantors; and
2. The Board ratifies the original signature by Michael Errante, dated 2/23/2020, in his capacity as the Director of Public Works, on the Highway Easement Deed, and authorizes Michael Errante to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote:

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

 Dan Totheroh, Chairperson
 Inyo County Board of Supervisors

ATTEST: Leslie Chapman
 Clerk of the Board

By: _____
 Darcy Ellis,
 Assistant Clerk of the Board

| | |
|---|---|
| <p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p> | <p style="text-align: right;">Above space for Recorder's Use Only</p> |
|---|---|

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 20__, by and between Jeffrey Bohl, a public agency (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and storm drain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Said rights granted herein are subject to the following:
 - a. If outstanding valid claims exist on the date of the grant, the Grantee shall obtain such permission as may be necessary on the account of any claim.
 - b. Any and all agreements, covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record, and other matters of record.
 - c. Any rights-of-way which may be apparent if a visual inspection is made of said Highway Easement Zone.
 - d. Any vested or accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right-of-way thereon for ditches and canals constructed by the authority of the United States.
 - e. Such rights and right-of-way as the City of Los Angeles may have under the Act of June 30, 1906, together with any amendments thereto. An such rights and right-of-way as the City of Los Angeles may have under the Act of March 4, 1911, together with any amendments thereto.

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

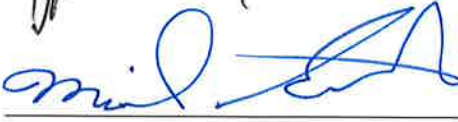
IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: JANUARY 19, 2021



Jeffrey Bohl

Dated: 2/23/2021



Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)
On January 19, 2024 before me, Raymond Cody Cecil, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Bohl
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Highway Easement Deed Document Date: _____
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jeffrey Bohl, a public agency and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2022-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Michael Errante
Public Works Director



09/29/2020

INDIAN WELLS VALLEY
WATER DISTRICT
DOC. NO. 2002-5280
APN 033-490-02

NOTE:
ENTIRE AREA OF
ACQUISITION LIES
WITHIN LADWP'S
RIGHT OF WAY

COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"

| | |
|-------------|------------------|
| DR. BY: ADD | DATE: 09/29/2020 |
| CKD BY: SHI | SCALE 1" = 50' |
| CO. RTE. PM | |
| INY | 2 OF 2 |

SECTION 29
SECTION 30

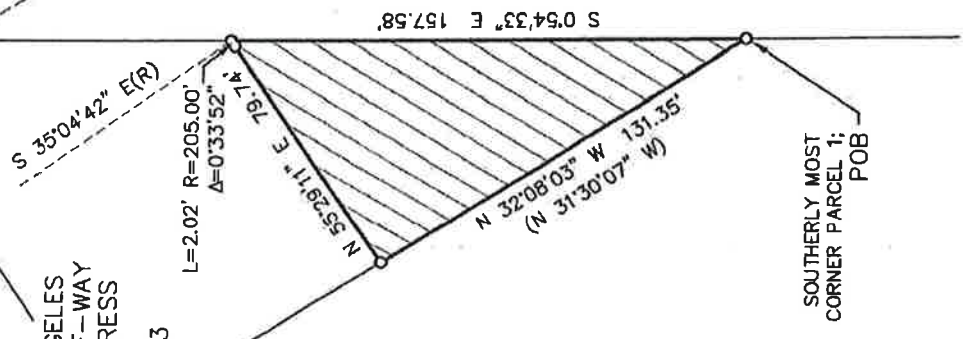
BOHL
DOC. NO. 2015-0974
APN 033-510-05

PARCEL 1
3 PM 15-16

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

HOGAN
DOC. NO. 1989-8727
APN 033-510-08

PARCEL 2
3 PM 15-16



SOUTHERLY MOST
CORNER PARCEL 1;
POB

COPY

LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION
- ±5,365 SQ FT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



F:\Resville...Client\Inyo\Walker\470-Surveys\47x - 001 Surveys\CAD\PLA\5\BOHL_FEE-UPDATE.dwg

ESCROW INSTRUCTIONS

Darryl Evans
Placer Title
7643 N. Ingram Avenue, Suite 101
Fresno, CA 93711

County of Inyo
Walker Creek Road Bridge Replacement
Owner: Jeffrey Bohl
Parcel No.: 033-510-05
Escrow No.: P-346569

Mr. Evans:

This escrow will be closed in accordance with the Agreement executed by Jeffrey Bohl and the County of Inyo. The following items have been checked to indicate the method in which this escrow is to be closed.

The purchase price of this transaction is ~~\$1,000.00~~ \$ 2,500.00

- Enclosed is a warrant in the sum of \$1,000.00
- Enclosed is a Highway Easement Deed with attached Certificate of Acceptance and a copy of the Agreement of Purchase and Sale
- Taxes will be paid current as of Close of Escrow and any taxes due shall be paid to the County Tax Collector from this escrow
- No tax cancellation or proration will be necessary for easements
- Policy of Title insurance shall be issued in the amount of \$1,000.00

Proceeds from this transaction are to be sent to Mr. Bohl at PO Box PO Box 69, Olancho, CA 93545-1193

The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a CLTA title policy naming Count of Inyo as Grantee, free and clear of all liens and encumbrances, except the following as shown in your preliminary report number P-361708 dated October 10, 2019.

THE FOLLOWING EXCEPTIONS MAY APPEAR IN THE TITLE POLICY:

| <u>Item No./Description</u> | <u>Action</u> |
|---|--|
| 1 Taxes/Assessments | Taxes and Assessments will be paid through this escrow |
| 2 Supplemental Taxes | Paid current through escrow |
| 3 Any facts, rights, or interests or claims that are not shown on Public Records that could be ascertained by an inspection of the Land | Said rights will not conflict with County's use |
| 4 Easements, liens or encumbrances or claims thereof, no shown by the Public Records | Said rights will not conflict with County's use |
| 5 Encroachment, encumbrances, violation Variation, or averse circumstances affecting the title | Said rights will not conflict with County's use |
| 6 Unpatented mining claims | Said rights will not conflict with County's use |
| 8 Olancho Community Services District | Paid current through escrow |
| 13 Walker Creek Road -Easement | Said rights will not conflict with County's use |
| 14 Los Angeles Aqueduct – Easement | Said rights will not conflict with County's use |

- 15 Record of Surveys Said rights will not conflict with County's use
- 10 Walker Creek Road -assessor's map Said rights will not conflict with County's use

THE FOLLOWING EXCEPTIONS MUST NOT APPEAR IN THE TITLE POLICY:

| <u>Item No./Description</u> | <u>Action</u> |
|--|--|
| 7 Any lien, or right of lien for services (Mechanics lien) | To be removed |
| 9 Easement for Canals- USA | Located outside acquisition area; to be removed |
| 10 City of Los Angeles – Easement | Located outside acquisition area; to be removed |
| 11 Interstate Telephone Company – Easement | Located outside acquisition area; to be removed |
| 12 California Interstate Telephone Easement | Located outside acquisition area; to be removed |
| 16-19 Tax Liens | To be paid during this escrow, exceptions to be cleared prior to close of escrow |
| 20 No Deed of Trust | Owner's Affidavit-No Deed of Trust to be completed prior to close of escrow |
| 21 Parties in Possession | Owner's Affidavit to be completed prior to close of escrow |
| 22 Statement of Information | To be completed prior to close of escrow |
| 23 Land Description | To be removed |

County of Inyo will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.


INSTRUCTIONS FROM SELLER: In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal Inc, Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, less any demands for liens, judgments, delinquent taxes, and/or utilities, delinquent child support, and/or alimony, or encumbrances.

Grantor: Jeffrey Bohl

By: 
Jeffrey Bohl

Date: 4/19/21

Grantee: County of Inyo

By: 
Michael Errante, P.E.
Public Works Director

Date: 2/23/21

SEE ATTACHED CALIFORNIA CERTIFICATE

Raymond Cody Cecil
January 19, 2021

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 1189

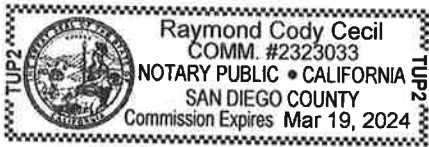
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On January 14, 2021 before me, Raymond Cody Cecil, Notary Public personally appeared Jeffrey Bohl

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Escrow Instructions

Document Date: 1/14/2021 Number of Pages: 2

Signer(s) other than named above: Michael Errante

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 23rd day of February 2021 an order was duly made and entered as follows:

*Public Works –
Bohl Purchase
Agreement/Hogan
Easement
Deed/Reso# 2021-
20*

Moved by Supervisor Pucci and seconded by Supervisor Kingsley:

- A) approve the Purchase Agreement between the County of Inyo and Mr. Jeffery Bohl for the purchase of a Highway Easement Deed in an amount not to exceed \$2,500, and associated escrow fees in an amount not to exceed \$600, and authorize the Public Works Director to sign;
- B) approve Resolution No. 2021-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-510-05 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign; and
- C) approve the Possession and Use Agreement with Mr. Michael Robin Hogan, authorizing an interim payment in an amount not to exceed \$1,000 and a future payment of an additional \$1,400 upon acceptance of the Highway Easement Deed, and authorize the Public Works Director to sign.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 23rd
Day of February, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____

| |
|---|
| Routing |
| |
| |
| CC Purchasing Personnel Auditor CAO Other: Public Works DATE: March 3, 2021 |



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Ashley Helms

SUBJECT: Right of Way Acquisition for the Walker Creek Road Bridge Replacement Project

RECOMMENDED ACTION:

Request Board:

- A) approve the Purchase Agreement between the County of Inyo and Mr. Jeffery Bohl for the purchase of a Highway Easement Deed in an amount not to exceed \$2,500, and associated escrow fees in an amount not to exceed \$600, and authorize the Public Works Director to sign;
- B) approve Resolution No. 2021-20, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-510-05 for the Realignment of a Portion of Walker Creek Road" and authorize the Chairperson to sign.
- C) approve the Possession and Use Agreement with Mr. Michael Robin Hogan, authorizing an interim payment in an amount not to exceed \$1,000 and a future payment of an additional \$1,400 upon acceptance of the Highway Easement Deed, and authorize the Public Works Director to sign.

SUMMARY/JUSTIFICATION:

The Walker Creek Road Bridge Replacement Project (project) is 100% funded through the Highway Bridge Program, a Federal Highway Administration program administered locally by Caltrans District 9. The project will replace the functionally obsolete 9 foot wide bridge, located west of Olancho. The new bridge will be constructed approximately 375 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction; the roadway realignment impacts four undeveloped parcels. The sub-consultant responsible for Right of Way Acquisition has completed appraisals of the permanent road easements and temporary construction easements, and has negotiated the purchase agreements with the property owners. On November 17, 2020, your Board approved two of the four acquisitions. This agenda item presents the Purchase Agreement and Highway Easement Deed for the third parcel and a Possession and Use Agreement for the fourth parcel. The owner of the fourth parcel resides in Scotland, and has been unable to travel to a US Embassy to have the Highway Easement Deed notarized due to Covid-19 restrictions. The Possession and Use Agreement, which was adapted from a standard Caltrans form, allows the project to move forward to the construction phase while the permanent easement documents are finalized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

11/17/2020 Purchase Agreement and Highway Easement Deed for IWWD and Nunez

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Purchase Agreement, Highway Easement Deed and Possession and Use Agreement; this is not recommended because the federally funded bridge replacement project cannot be constructed without the right of way acquisition.

OTHER AGENCY INVOLVEMENT:

Caltrans and the Federal Highway Administration

FINANCING:

The costs associated with the purchase agreements will be paid out of Budget 034601 (Road Projects - State Funded), Object Code 5736 (Walker Creek). One hundred percent of these expenses are federally reimbursable.

ATTACHMENTS:

1. Bohl_Purchase Agreement
2. Bohl_Highway Easement Deed
3. Bohl_Resolution No. 2021-XX
4. Hogan_Possession and Use Agreement

APPROVALS:

| | |
|------------------|------------------------------|
| Ashley Helms | Created/Initiated - 2/5/2021 |
| Darcy Ellis | Approved - 2/5/2021 |
| Ashley Helms | Approved - 2/11/2021 |
| Breanne Nelums | Approved - 2/11/2021 |
| Marshall Rudolph | Approved - 2/11/2021 |
| Amy Shepherd | Approved - 2/15/2021 |
| Michael Errante | Final Approval - 2/16/2021 |

GRANTOR: Jeffrey Bohl, an unmarried man
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-510-05

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Jeffrey Bohl, an unmarried man, herein referred to as "GRANTOR", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancho Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-510-05 described and delineated in the form of a Permanent Easement and a Temporary Construction Easement attached as Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed and Temporary Construction Easement for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
 - (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR the total sum of \$^{2,510}1,000.00 (rounded) ONE THOUSAND DOLLARS for the Permanent Roadway Easement Area and the Temporary Construction Easement on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$^{2,510}1,000 (rounded) for 5,365± SF Permanent Roadway Easement and 6,695± SF Temporary Construction Easement
 - (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

GRANTOR: Jeffrey Bohl, an unmarried man

PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)

PARCEL: 033-510-05

- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Placer Title Company, 7843 N. Ingram, Avenue, Fresno, CA 93711, Escrow No. P-361708.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR acknowledges that a quitclaim deed will be

GRANTOR: Jeffrey Bohl, an unmarried man

PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)

PARCEL: 033-510-05

required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the grantor(s) and, as between the GRANTEE and the GRANTOR, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains his obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned GRANTOR warrants that he is the owner in fee simple of the property affected by the Permanent Access Easement and the Temporary Construction Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. Permission is hereby granted to GRANTEE and its authorized agents to enter upon GRANTOR's land where necessary (Assessor's Parcel No. 033-510-05) within that certain area as shown on the map marked "Exhibit A" attached hereto and made a part hereof and identified as a Temporary Construction Easement for the purpose of undertaking and facilitating the work described herein and the construction of the Walker Creek Road Bridge Replacement Project. It is mutually agreed and understood by the GRANTOR and by County as follows;
 - A. Temporary Construction Easement shall commence on December 31, 2020 or the date the amount of funds as specified in Clause 2A. herein are paid to GRANTOR, whichever occurs later. Said Temporary Construction Easement shall terminate upon the completion of construction, or 24 months from effective date in any event no longer than December 31, 2022.
 - B. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE operations under this AGREEMENT. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE'S operations under this AGREEMENT and GRANTEE will, at its option, either repair or pay for such damage.
 - C. GRANTEE agrees that GRANTOR(s) will have access to the remainder property during construction with said access maintained in such a way so that it does not impact or interfere with normal home residency or business operations. GRANTEE will notify GRANTOR(s) at least 15-days prior to start of construction. Notwithstanding anything to the contrary herein, GRANTEE and GRANTEE'S Agents shall not impair GRANTOR(s) use or access to the remainder property and will not park or store vehicles, debris or equipment on GRANTOR(s) remainder property unless GRANTOR(s) written permission is obtained in advance.
12. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.

GRANTOR: Jeffrey Bohl, an unmarried man
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-510-05

- 13. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
- 14. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
- 15. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Temporary Construction Easement Area, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
- 16. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
- 17. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

In Witness Whereof, the Parties have executed this AGREEMENT this date of January 19 2020.

GRANTOR: Jeffrey Bohl, an unmarried man

By: *Jeffrey Bohl*
Jeffrey Bohl

APPROVED: County of Inyo

SEE ATTACHED CALIFORNIA CERTIFICATE

Raymond Coglecil
January 19, 2021

By: _____
Michael Errante, P.E.
Public Works Director

Date: _____



RECOMMENDATION AND APPROVAL:

By: *Suzan Hunt Arnold*
Suzan Hunt Arnold
Senior Acquisition Agent

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

CIVIL CODE SECTION 1189

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

State of California

County of San Diego

On January 19, 2021 before me, Raymond Cody Cecil, Notary Public
personally appeared Jeffrey Bohl

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Description of Attached Document: Purchase Agreement

Document Date: 1/19/2021 Number of Pages: 5

Signer(s) other than named above: Michael Errantey and Suzzan Hunt Arnold

GRANTOR: Jeffrey Bohl, an unmarried man

PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)

PARCEL: 033-510-05

EXHIBIT A

| | |
|---|---|
| <p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p> | <p style="text-align: right;">Above space for Recorder's Use Only</p> |
|---|---|

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Jeffrey Bohl, an unmarried man (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: January 19, 2021



Jeffrey Bohl

Dated: _____

Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)
On January 14, 2024 before me, Raymond Cody Cecil, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Bohl
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Highway Easement Deed Document Date: _____
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



09/29/2020

INDIAN WELLS VALLEY
WATER DISTRICT
DOC. NO. 2002-5280
APN 033-490-02

NOTE:
ENTIRE AREA OF
ACQUISITION LIES
WITHIN LADWP'S
RIGHT OF WAY

COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"

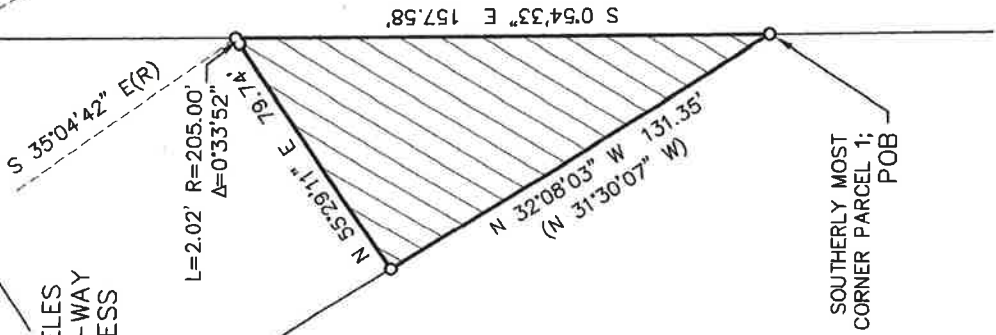
| | |
|-------------|------------------|
| DR. BY: ADD | DATE: 09/29/2020 |
| CKD BY: SHI | SCALE 1" = 50' |
| CO. RTE. PM | |
| INYO | 2 OF 2 |

SECTION 29
SECTION 30

BOHL
DOC. NO. 2015-0974
APN 033-510-05
PARCEL 1
3 PM 15-16

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

HOGAN
DOC. NO. 1989-8727
APN 033-510-08
PARCEL 2
3 PM 15-16



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION
- ±5,365 SQ FT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jeffrey Bohl, an unmarried man, and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2021-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

| | |
|---|---|
| <p>Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors</p> <p>When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA</p> | <p style="text-align: right;">Above space for Recorder's Use Only</p> |
|---|---|

HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2020, by and between Jeffrey Bohl, an unmarried man (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0051, which conveys a County highway in the Olancha, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway such that the highway runs over Grantor's property;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All that real property described in the attached legal description as Exhibit "A" and associated map as Exhibit "B" attached hereto and made a part hereof.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;

3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including pedestrian and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: January 19, 2021



Jeffrey Bohl

Dated: _____

Michael Errante
Director, Inyo County Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

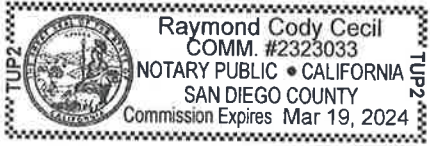
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On January 14, 2024 before me, Raymond Cody Cecil, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey Bohl
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Highway Easement Deed Document Date: _____
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____



09/29/2020

INDIAN WELLS VALLEY
WATER DISTRICT
DOC. NO. 2002-5280
APN 033-490-02

NOTE:
ENTIRE AREA OF
ACQUISITION LIES
WITHIN LADWP'S
RIGHT OF WAY

COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"

| | |
|-------------|------------------|
| DR. BY: ADD | DATE: 09/29/2020 |
| CKD BY: SHI | SCALE 1" = 50' |
| CO. RTE. PM | |
| INYO | 2 OF 2 |

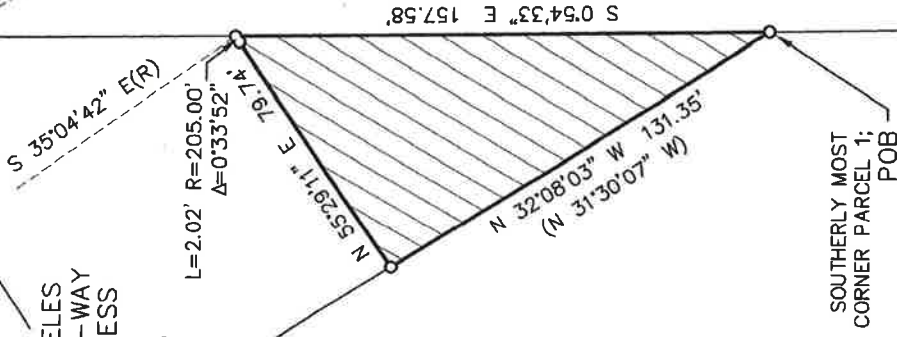
SECTION 29
SECTION 30

BOHL
DOC. NO. 2015-0974
APN 033-510-05

PARCEL 1
3 PM 15-16

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

HOGAN
DOC. NO. 1989-8727
APN 033-510-08
PARCEL 2
3 PM 15-16



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION
- ±5,365 SQ FT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT



CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between Jeffrey Bohl, an unmarried man, and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2021-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Jeff Griffiths
Chairman, Inyo County Board of Supervisors

RESOLUTION NO. 2021-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING A HIGHWAY EASEMENT DEED ACROSS APN 033-510-05 FOR
THE REALIGNMENT OF A PORTION OF WALKER CREEK ROAD

WHEREAS, Jeffrey Kohl, an unmarried man (“Grantor”), as owner of the property located at APN 033-510-05 (“the Property”), agrees to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the attached legal description as Exhibit “A” and associated map as Exhibit “B”;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantors; and
2. The Board authorizes Michael Errante, in his capacity as the Director of Public Works, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.


PASSED AND ADOPTED this 23rd day of February, 2021, by the following vote:

AYES: -5- Supervisors Griffiths, Kingsley, Pucci, Roeser, Totheroh
NOES: -0-
ABSTAIN: -0-
ABSENT: -0-



Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: 

Darcy Ellis,
Assistant Clerk of the Board



County of Inyo
DEPARTMENT OF PUBLIC WORKS
 168 N. Edwards Street, Independence, CA 93526
 Main 760.878-.0201 Fax 760.878.2001

POSSESSION AND USE AGREEMENT

| | | |
|-----------------|--------------------|--------------|
| January 2, 2021 | | |
| DATE | | |
| INYO | BRIDGE 48C-0011 | WALKER CREEK |
| CO | BRIDGE | LOCATION |
| 033-510-08 | BRLO-5948(076) | |
| APN. | FED PROJECT ID NO. | |

This Possession and Use Agreement (“Agreement”) is made on _____, 2021, by and between the County of Inyo, a subdivision of the State of California, (“County”), and Michael Robin Hogan (“Owner”), who shall be collectively referred to as the “Parties.”

RECITALS

A. County requires immediate possession and use of Owner’s real property to construct a County highway project. Owner’s property is located in Inyo County, California, legally described in the attached Exhibit “A” and identified on the Right of Way map in the attached Exhibit “B.”

B. Property is designated by County Assessor’s Parcel No. 033-510-08 (the “Parcel”). The Parcel is required for the purpose of constructing a portion of a County Road and the Walker Creek Bridge Replacement known as the Walker Creek Road Bridge Replacement Project (the “Project”). The purpose of this Agreement is to allow the County to proceed with construction of the Project without delay.

C. The Parties acknowledge and agree that any delay in the start of construction of the Project is contrary to public interest. It is the intent of County to offer fair-market compensation to Owner for permission to enter the Parcel and to construct the Project, and as consideration for the rights set forth in the paragraph entitled “Possession,” below. County has made a firm written offer to pay the total sum of \$2,400 to Owner and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the County’s appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to County and federal regulations and policies. The Owner has not accepted this offer.

OPERATIVE PROVISIONS

In consideration of the sum to be paid to Owner and in consideration of the foregoing recitals and the promises, covenants and any other conditions set forth in this Agreement, County and Owner agree as follows:

Possession

1. Owner grants to County and its contractors, agents, representatives, employees and all others deemed necessary by County, the irrevocable right to exclusive possession and use of the Parcel, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the right of way. In consideration for this irrevocable grant of possession and use, County will tender into escrow the sum of \$2,400.00. County shall have the right to possess the Parcel and begin construction of the Project on the date the sum is paid into escrow.

Just Compensation and Appraisal

2. Owner acknowledges that the sum referenced in paragraph 1 represents the full amount of the County-approved appraisal of what County believes is just compensation owed for the acquisition of the Parcel. Should the Owner fail to provide the notarized deeds as a result of the COVID 19 restrictions in the United Kingdom and it becomes necessary for County to file a condemnation action to acquire the Parcel, the Parties agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The Parties agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the Parties agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation and further agree that any appraiser who prepared any report or statement concerning the deposit may not be called to testify at any such trial.

Escrow

3. This transaction will be handled through an escrow with Placer Title Company, 7843 N. Ingram Avenue, Fresno, CA 93711, Escrow No. P-346563. County shall pay all escrow fees incurred in this transaction. Owner shall be entitled to interim disbursement of \$1,000 from the sum referred to in paragraph 1, less any amounts payable to any other persons having an interest in the Parcel. Any unearned rents will be prorated in escrow and County shall be credited with any outstanding security deposits. Owner shall not be entitled to receive any proceeds until:

- a. All holders of liens and encumbrances on the Parcel have received full payment for all principal and interest due to them and have executed a reconveyance of their interests in the Parcel; and
- b. All other parties having interests in the Parcel have received payment or have consented to a payment to Owner; and
- c. County has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to Owner's withdrawal.

4. This escrow shall remain open until either a final settlement, or until termination of this Agreement, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by County. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award, or verdict of just compensation for the Parcel. Owner agrees to diligently attempt to obtain notarization of the deeds by either local resources or the United States Embassy or Consulate.

Effective Date

5. This Agreement is effective as of February 28, 2021 (the "Effective Date"). From and after the Effective Date, Owner shall not assign, sell, encumber or otherwise transfer all or any portion of their interest in the Parcel, or the property, without first obtaining County's prior written consent.

Taxes

6. Owner agrees to submit payment, when due, to the County tax collector for all taxes and special assessments on the Parcel that are due during the period from the date of possession (as set forth in paragraph 1 of this Agreement) to the date title transfers to the County. Title transfers to the County on the date the Grant Deed or Final Order of Condemnation is recorded in the office of the County recorder. Owner shall not be required to pay taxes or special assessments on the Parcel on or after the date title transfers to the County. After the date title transfers to the County, the County will request that the County tax collector cancel taxes and/or special assessments for the period from the date of possession to the date title transferred to the County. After the tax cancellation request

is made by the County, Owner may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into escrow. (California Revenue and Taxation Code section 5084.)

Eminent Domain Proceedings

7. This Agreement is made with the understanding that County will continue to negotiate in good faith with Owner to acquire its interest in the Parcel by direct purchase. It is further understood that in the event an agreement for purchase is not reached within six (6) months of the Effective Date of this Agreement, such failure will be an acknowledgement that the negotiations to acquire the Parcel have proved futile, and County shall have the right to file a complaint in eminent domain to acquire title to the Parcel. Such complaint shall be filed within a reasonable time after the time period provided in this paragraph has expired.

8. If County begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded by the County.

Waiver Notice Pursuant to Code of Civil Procedure Section 1245.235

9. Section 1245.235 of the California Code of Civil Procedure requires the County of Inyo to give each person whose property is to be acquired by eminent domain notice and a reasonable opportunity to appear before the California Transportation Commission and be heard on the matters referred to in section 1240.030 of the Code of Civil Procedure, which provides:

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- a. The public interest and necessity require the project.
 - b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property sought to be acquired is necessary for the project.
 - d. The offer required by section 7267.2 of the Government Code has been made to the Owner or others of record.
10. By granting this irrevocable right to possession and use of the Parcel to County, Owner agrees to the following:
- a. Owner specifically waives the notice required by Code of Civil Procedure section 1245.235 of the hearing on the matters referred to in Code of Civil Procedure section 1240.030, and Owner shall not object to the adoption of the resolution of necessity by the California Transportation Commission authorizing the taking of the property described in Exhibit "A."
 - b. Owner shall not object to the filing of an eminent domain proceeding to acquire the property described in Exhibit "A."
 - c. In any eminent domain action filed by County to acquire the property described in Exhibit "A," Owner shall not challenge County's right to acquire such property, and the only issue shall be the amount of just compensation for the property.
-

Refund

11. Owner agrees that in the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, the Owner shall refund the difference including interest at the apportionment rate of interest as provided in Code of Civil Procedure section 1268.350 to County.

Waiver

12. Owner waives any right to challenge County's right to possess and use the Parcel in any subsequent eminent domain proceedings filed by County. Owner also waives all claims and defenses in its favor in any subsequent eminent domain proceeding, except a claim for greater compensation.

Date of Valuation

13. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be February 28, 2021.

14. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by section 1268.350 of the California Code of Civil Procedure. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Parcel, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date County takes possession of the Parcel pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

Hazardous Materials

15. If any hazardous materials or waste (as defined by California Health and Safety Code section 25100, et. seq., and/or 42 U.S.C. §9601, et. seq.) are present on the Parcel on the date County takes possession of the Parcel, Owner shall be responsible for and bear the entire cost of all removal, disposal, cleanup and decontamination which may be required because of these hazardous materials.

Owner shall further hold County, its officers and employees harmless from all responsibility, liability and claims for damages to persons or property resulting from the existence or use of hazardous materials which are present on the Parcel on the date County takes possession under this Agreement.

Abandonment of Proceeding

16. Under section 1268.510 of the California Code of Civil Procedure, at any time after the commencement of proceedings in eminent domain, County reserves the right to abandon the proceeding in whole or in part.

Authority to Execute and Bind

17. Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the party to this Agreement.

Entire Agreement

18. This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the Parties concerning the matters contained herein.

Governing Law

19. This Agreement is made and entered into in the County of California, and shall in all respects be interpreted, enforced and governed under the laws of said County. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

Successors in Interest

20. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.

Understanding of Agreement

21. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

Fees and Costs

22. Except as otherwise provided in this Agreement, each party shall bear all costs (including expert and appraisal fees) (excluding appraisal fees not to exceed \$5,000 pursuant to section 1263.025 of the California Code of Civil Procedure) and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

Severability

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

Amendment to Agreement

24. This Agreement may only be amended by written agreement, executed by all Parties.

Counterparts

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Memorandum of Agreement

26. State shall record a memorandum of this Agreement.

OWNER: MICHAEL ROBIN HOGAN, an unmarried man

DATED: January 7TH 2021

MR Hogan
Signature: MICHAEL ROBIN HOGAN

RECOMMENDED FOR APPROVAL:

DATED: 2/9/2021

By: Suzan Hunt Arnold
SUZZAN HUNT ARNOLD
Senior Right of Way Agent

APPROVED: COUNTY OF INYO

DATED: _____

By: _____
MICHAEL ERRANTE, P.E.
Public Works Director



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Ashley Helms

SUBJECT: Airport Parking Rate Resolution

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-04, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Rates for Vehicle Parking at the Bishop Airport," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The new commercial passenger service has created a demand for short term overnight parking at the Bishop Airport. The proposed resolution sets rates for overnight parking and raises rates for monthly parking at the Airport. The monthly parking rates were set over 10 years ago and did not include an annual escalator to keep pace with inflation. The proposed monthly parking rates are consistent with other area vehicle storage locations, such as the Tri-County Fairgrounds. The creation of a nightly parking rate and increase in monthly rates will produce revenue for the Airport to fund airport operations and future parking lot improvements.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The current monthly parking rates at the Bishop Airport were set by County Ordinance 1167 in 2011. On December 14, 2021 your Board waived further readings of Ordinance 1277, which repeals a portion of Ordinance 1167 and allows parking rates to be set by resolution. The Ordinance was approved on December 21, 2021, and took effect on January 20, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the resolution, which would leave monthly parking rates unchanged and nightly parking free of charge.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Resolution No. 2022-04

2. Ordinance 1277 (airport parking fees)

APPROVALS:

| | |
|-----------------|-------------------------------|
| Ashley Helms | Created/Initiated - 1/18/2022 |
| Darcy Ellis | Approved - 1/18/2022 |
| John Vallejo | Approved - 1/18/2022 |
| Michael Errante | Approved - 1/18/2022 |
| Amy Shepherd | Approved - 1/19/2022 |
| Leslie Chapman | Final Approval - 1/20/2022 |

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
SETTING RATES FOR VEHICLE PARKING AT THE BISHOP AIRPORT**

WHEREAS, through the Department of Public Works (“the Department”), the County of Inyo (“the County”) manages the Bishop Airport;

WHEREAS, pursuant to Ordinance No. 1277, fees for parking at the Bishop Airport may be set by resolution;

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that,

1. The amount to be charged by the County of Inyo for the use of the designated off-street parking areas controlled by the County at County operated airports shall be
 - \$50 per month for automobiles, pickups, and other vehicles twenty feet or less in length
 - \$75 per month for any vehicle or trailer exceeding twenty feet in length
 - \$6 per 24 hours for automobiles, pickups, and other vehicles twenty feet or less in length
 - \$12 per 24 hours for any vehicle or trailer exceeding twenty feet in length

2. All vehicles parked at the Bishop Airport must display current and valid registration.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Dan Totheroh, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of December 2021 an order was duly made and entered as follows:

*Public Works –
Ordinance 1277
(Airport Parking
Fees)*

Moved by Supervisor Totheroh and seconded by Supervisor Roeser to approve proposed Ordinance 1277 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Certain Portions of Ordinance No. 1167 (2011) and Setting Rates for Vehicle Parking at the Bishop Airport." Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21st
Day of December, 2021

| |
|---|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO Other: Public Works DATE: January 5, 2022 |



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Ashley Helms

SUBJECT: Ordinance concerning parking fees at the Bishop Airport

RECOMMENDED ACTION:

Request Board approve proposed Ordinance 1277 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Certain Portions of Ordinance No. 1167 (2011) and Setting Rates for Vehicle Parking at the Bishop Airport."

SUMMARY/JUSTIFICATION:

Ordinance 1167, which was passed in 2011, set the rates for hangar rent, tie-down fees and parking fees at Inyo County airports. The pricing structure for hangar and tie-down fees included an annual increase of 3%. The vehicle parking fees were set as follows, with no stipulated increases: Thirty dollars (\$30) per month for automobiles, pickups, and other vehicles twenty (20) feet or less in length, and forty-five dollars (\$45) per month for any vehicle or trailer exceeding twenty (20) feet in length. All vehicles must have current vehicle registration.

Given the upcoming start of commercial air service at the Bishop Airport, which will lead to an increased demand for short-term and long-term parking, the Airport would like to increase the long-term parking rates to be consistent with other area parking options - such as the Tri-County Fairgrounds. To achieve this, Public Works is first asking your Board to repeal the outdated rates found in the 2011 ordinance. Then, to make it easier to update parking rates in the future, Public Works is asking your Board to authorize the Department to set fees by resolution, rather than by ordinance.

Before your Board today for approval is only the ordinance repealing Ordinance 1167 and authorizing the setting of fees via resolution. The resolution setting the new fees is not before your Board today, as this resolution cannot be passed until today's ordinance goes into effect, which will not be until 30 days after its adoption. Thus, Public Works will return to your Board with the resolution setting fees once today's ordinance is in effect.

However, so that your Board understands what the new parking fees will be, should your Board approve this resolution, Public Works plans to bring a resolution to your Board with the following proposed fees:

- \$50 per month for automobiles, pickups, and other vehicles twenty feet or less in length
- \$75 per month for any vehicle or trailer exceeding twenty feet in length
- \$6 per 24 hours for automobiles, pickups, and other vehicles twenty feet or less in length

- \$12 per 24 hours for any vehicle or trailer exceeding twenty feet in length

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to make any changes to the parking fee schedule at the Bishop Airport.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Revenue from short-term and long-term parking at the Bishop Airport remains in the Bishop Airport Operating Budget, and will be used to fund Airport operations and upcoming improvements to the parking area.

ATTACHMENTS:

1. Airport Parking Ordinance
2. Ordinance 1167

APPROVALS:

Darcy Ellis
Ashley Helms
John Vallejo
Amy Shepherd
Michael Errante

Created/Initiated - 12/16/2021
Approved - 12/16/2021
Approved - 12/16/2021
Approved - 12/16/2021
Final Approval - 12/16/2021

ORDINANCE 1277

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REPEALING CERTAIN PORTIONS OF ORDINANCE NO. 1167 (2011)
AND SETTING RATES FOR VEHICLE PARKING AT THE BISHOP AIRPORT**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to repeal Section IV(B) of Ordinance No. 1167 (2011) and to create a new fee structure for off-street parking fees to be charged at the Bishop Airport.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the general police power granted to the Inyo County Board of Supervisors. This ordinance is not subject to the limitations or rules found in Article XIII(C) of the California Constitution as it pertains to a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

SECTION THREE. MODIFICATIONS TO ORDINANCE NO. 1167.

Section IV(B) of Ordinance No. 1167 (2011) is hereby repealed in its entirety.

SECTION FOUR. PARKING FEES AT THE BISHOP AIRPORT

The amount to be charged by the County of Inyo for the use of the designated off-street parking areas controlled by the County at County operated airports shall be set by resolution of the Board of Supervisors.

SECTION FIVE. SEVERABILITY.

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

SECTION SIX. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SEVEN. EFFECTIVE DATE.

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

PASSED AND ADOPTED this 21st day of December, 2021, by the following vote:

AYES: -4- Supervisors Griffiths, Pucci, Roeser, Totheroh

NOES: -0-

ABSTAIN: -0-

ABSENT: -1- Supervisor Kingsley



JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

By: 

Darcy Ellis, Assistant
Assistant Clerk of the Board

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of *September*, 2011 an order was duly made and entered as follows:

| | |
|---|---|
| Ord. 1167 Airport Hanger Rents & Tie Down & Parking Fees | Staff confirmed that the ordinance being considered will increase the hanger rents at the Eastern Sierra Regional Airport to \$150 per month and will leave the hanger rents at the Independence Airport at \$130, with the 3% escalator on those rents becoming effective in January of 2013. On a motion by Supervisor Cervantes and a second by Supervisor Fortney, Ordinance 1167 titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Inyo County Ordinance No. 1092 and Increasing Hangar Rent and Tie-Down Fees and Parking Fees at County Airports," was enacted: motion carried on a three-to-one vote with Supervisors Pucci, Fortney and Cervantes voting yes, and with Supervisors Arcularius and Cash voting no. |
|---|---|

WITNESS my hand and the seal of said Board this 20th

Day of September 2011



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

| |
|---|
| <p>Routing</p> <p>CC _____</p> <p>Purchasing _____</p> <p>Personnel _____</p> <p>Auditor _____</p> <p>CAO _____</p> <p>Other: PW - Ordin. List _____</p> <p>DATE: September 28, 2011</p> |
|---|

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE NO. 1092 AND INCREASING HANGAR RENT AND TIE-DOWN FEES AND PARKING FEES AT COUNTY AIRPORTS

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION I. FINDINGS/PURPOSE.

In enacting this Ordinance this Board finds that the cost to the County of providing various aviation-related services and facilities at the County Airports exceeds the revenue generated by the fees that the County currently charges for the provision of those services and facilities; that it is in the public interest, and the purpose of this Ordinance, for those fees, to the extent reasonable, to be in amounts sufficient to defray the County's cost of providing those services and facilities; and that, based on a study of the direct and authorized indirect costs to the County of operating and maintaining County Airports, the fees established herein do not exceed the reasonable cost to the County of providing the services or facilities to which they apply.

SECTION II. AUTHORITY.

This Ordinance is enacted pursuant to the authority given this Board of Supervisors by Government Code §50474 which, among other things, permits a county to establish fees and rents for the use of its airport facilities, and by Government Code Section §66018 which, in the absence of a more specific statute, provides the procedure for adopting and revising such fees and rents.

SECTION III. REPEALS.

On the effective date of this Ordinance, Inyo County Ordinance No. 1092, increasing hangar rent at the Bishop and Independence Airports and increasing off-street parking fees at the County operated airports, and any other Inyo County Ordinance or resolution that establishes airport-related fees for County Airports inconsistent with those established herein, are repealed.

SECTION IV. HANGAR RENTAL/TIE-DOWN/AUTOMOBILE PARKING FEES AMOUNTS.

- A. The amount to be charged by the County of Inyo for use of an airplane hangar at the Eastern Sierra Regional Airport is and shall be One Hundred Fifty Dollars (\$150) per month effective 30 days from the adoption of this ordinance. The amount to be charged by the County of Inyo for use of an airplane hangar at other County operated airports is and shall be \$130.00 per month effective 30 days from the adoption of this ordinance. Commencing January 1, 2013 and at the beginning of each succeeding calendar year the rent shall increase 3%. The revised rates will be rounded to the nearest whole dollar.
- B. The amount to be charged by the County of Inyo for use of the designated off-street parking areas at County operated airports is and shall be Thirty Dollars (\$30) per month for automobiles, pickups, and other vehicles twenty (20) feet or less in length, and Forty-Five Dollars (\$45) per month for any vehicles or trailer exceeding twenty (20) feet in length. All vehicles must have current vehicle registration.

C. The amount to be charged by the County of Inyo for the use of the aircraft tie-downs at County operated airports is and shall be as follows:

1. Single-engine aircraft:
 - a. \$10.00 per night (free with 24 gallon fuel purchase)
 - b. \$35.00 per week
 - c. \$60.00 per month
2. Twin-engine 100LL aircraft and small helicopter:
 - a. \$15.00 per night (free with 45 gallon fuel purchase)
 - b. \$50.00 per week
 - c. \$75.00 per month
3. Twin-engine turbine aircraft and medium helicopter:
 - a. \$25.00 per night (free with 60 gallon fuel purchase)
 - b. \$100.00 per week
 - c. \$200.00 per month
4. Jet aircraft and heavy lift helicopter:
 - a. \$25.00 per night (free with 75 gallon fuel purchase)
 - b. \$100.00 per week
 - c. \$200.00 per month

Commencing January 1, 2013 and at the beginning of each succeeding year the tie-down rates shall increase 3%. The revised rates will be rounded to the nearest whole dollar.

SECTION V. EFFECTIVE DATE.

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

PASSED AND ADOPTED this 20th day of September, 2011 by the following vote:

AYES: Supervisors Pucci, Fortney and Cervantes
NOES: Supervisors Cash and Arcularius
ABSTAIN: -0-
ABSENT: -0-



Susan Cash, Chair
Inyo County Board of Supervisors

ATTEST:
Kevin Garunchio, Clerk of the Board

By 

Patricia Gunsolley, Assistant Clerk of the Board



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 25, 2022

FROM: Ashley Helms

SUBJECT: Amendment 4 to the contract with ESA for Airport Environmental Consultant Services

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, adding to the Scope of Work and increasing the not-to-exceed limit to \$656,358, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

A future federally funded construction project is planned at the Bishop Airport to improve the runway safety area for Runway 12-30. The runway safety area for this Runway is an area 250 feet to either side of the runway centerline and 1000 feet beyond each runway end. Before the Federal Aviation Administration (FAA) can award a grant for the construction of this project, the County must complete an Environmental Assessment, pursuant to the National Environmental Policy Act (NEPA), analyzing the environmental impacts of the proposed project. Additionally, the County must assess the impact of the proposed project under the California Environmental Quality Act (CEQA) before deciding to move forward with the project.

Environmental Science Associates is under contract with Inyo County for on-call environmental services for the County airports. This contract amendment, for \$228,963, adds the NEPA and CEQA documents for the proposed Runway 12-30 Runway Safety Area Improvement Project to the scope of the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract amendment, this is not recommended.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The costs associated with this amendment will be paid from Budget 630306 (Bishop Air Environmental Assessment), Object Code 5265 (Professional Services). The Fiscal Year 21/22 budget contains adequate

funding for the expenses that will be incurred prior to June 30. The additional expenses will be contingent upon adoption of future budgets.

The portion of the expenses relating to the federal environmental document, approximately \$182,795, is reimbursable through an existing FAA grant. The portion relating to the state environmental document, approximately \$46,168, will be reimbursable as project formulation costs in the future FAA construction grant.

ATTACHMENTS:

1. ESA Contract
2. ESA Contract Amendment 1
3. ESA Contract Amendment 2
4. ESA Contract Amendment 3
5. ESA Contract Amendment 4

APPROVALS:

| | |
|-----------------|------------------------------|
| Ashley Helms | Created/Initiated - 9/3/2021 |
| Darcy Ellis | Approved - 9/7/2021 |
| Ashley Helms | Approved - 1/18/2022 |
| Breanne Nelums | Approved - 1/18/2022 |
| John Vallejo | Approved - 1/18/2022 |
| Amy Shepherd | Approved - 1/18/2022 |
| Michael Errante | Final Approval - 1/19/2022 |

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 13th day of November 2018 an order was duly made and entered as follows:

*Public Works –
Environmental
Science Associates
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed \$7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13th
Day of November, 2018



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____

| <i>Routing</i> |
|---|
| |
| CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>December 14, 2018</i> |



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
 Schedule time for Closed Session Informational

| |
|--------------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER |
| 18 |

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed \$7,942.00 for the period from November 15, 2018 through November 15, 2023;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded;
 County counsel to review and approve the contract;

FINANCING: The costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

| APPROVALS | |
|--------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/7/18</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/8/2018</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/8/18</u> |

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/8/18
(Not to be signed until all approvals are received)

BUDGET OFFICER SIGNATURE [Signature] Date: 11/8/2018
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

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

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

Option 2 – On-Call Contracts

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

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

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

3. CONSIDERATION

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Public Works Department. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five \$ 8,155 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

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

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

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

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

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

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

33. CONFLICTS

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

34. POST AGREEMENT COVENANT

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

35. SEVERABILITY

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

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. AMENDMENT

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

38. NOTICE

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

County of Inyo:

| | |
|-------------------------------|----------------|
| <u>Public Works</u> | Department |
| <u>PO Drawer Q</u> | Address |
| <u>Independence, CA 93526</u> | City and State |

Consultant:

| | |
|---|----------------|
| <u>Environmental Science Associates</u> | Name |
| <u>2600 Capitol Avenue, Suite 200</u> | Address |
| <u>Sacramento, CA 95816</u> | City and State |

39. ENTIRE AGREEMENT

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

---o0o---

AGREEMENT BETWEEN COUNTY OF INYO


AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TOTHERTON
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 11-20-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Print or Type Name

Dated: _____

By: _____



Signature

Steven R. Albrecht

Print or Type Name

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
 - Allegiant Air, with the Airbus 319 aircraft
 - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

Ms. Helms
November 7, 2018
Page 2

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These “federal actions” require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA’s preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA’s 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County’s coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,



Autumn Ward, CM, ENV SP
Project Manager



Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Environmental Science Associates

AND

FOR THE PROVISION OF

Airport Environmental

SERVICES

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-----------------------|-----------------|-------|-----------------------|-----------|
| Senior Director III | Michael Arnold | 2 | \$ 91.11 | \$ 182.22 |
| Senior Director III | Steven Alverson | 6 | \$ 93.75 | \$ 562.50 |
| Managing Associate II | Autumn Ward | 18 | \$ 50.29 | \$ 905.22 |
| Managing Associate II | Steven Smith | 16 | \$ 49.04 | \$ 784.64 |

Total \$ 2,434.58

\$2,435

FRINGE BENEFITS

Rate Total
48.82% \$ 1,188.56

\$1,189

INDIRECT COSTS

Overhead and G&A

Rate Total
142.44% \$ 3,467.82

\$3,468

FEE

Rate Total
12% \$ 850.91

\$851

TOTAL COST

\$7,942

**NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
 ESA Labor Detail and Expense Summary**

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

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of January 2020 an order was duly made and entered as follows:

PW – ESA Contract Amendment 1 Moved by Supervisor Pucci and seconded by Supervisor Griffiths to approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

| Routing |
|---|
| |
| CC Purchasing Personnel Auditor CAO: Other: Public Works DATE: January 23, 2020 |

WITNESS my hand and the seal of said Board this 14th
Day of JANUARY, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT: Amendment 1 to the agreement between Inyo County and ESA for the Bishop Airport Environmental Assessment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On November 15, 2018, your Board approved the contract with Environmental Science Associates (ESA) for on-call Airport Environmental Services at the Inyo County Airports. The initial scope of work for the contract was to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport. Amendment 1 to the contract will add the completion of the EA, pursuant to the National Environmental Policy Act (NEPA), and the Initial Study, pursuant to the California Environmental Quality Act (CEQA).

BACKGROUND/HISTORY OF BOARD ACTIONS:

November 15, 2018 Board approved contract with ESA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract amendment; this is not recommended, as it is necessary to complete these environmental documents in a timely manner.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The cost associated with this amendment is \$402,672, which will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5100 (Services & Supplies), and may be partially reimbursable at a future date by a grant from the FAA. The approved budget for Fiscal Year 19/20 included \$250,000 in this budget and object code, other expenses associated with this contract will be incurred in Fiscal Year 20/21.

ATTACHMENTS:

1. ESA Contract Amendment 1
2. ESA Contract

APPROVALS:

| | |
|--------------------|--------------------------------|
| Ashley Helms | Created/Initiated - 12/19/2019 |
| Darcy Ellis | Approved - 12/19/2019 |
| Ashley Helms | Approved - 1/7/2020 |
| Michael Errante | Approved - 1/7/2020 |
| Marshall Rudolph | Approved - 1/7/2020 |
| Denelle Carrington | Approved - 1/8/2020 |
| Amy Shepherd | Approved - 1/8/2020 |
| Michael Errante | Approved - 1/8/2020 |
| Clint Quilter | Final Approval - 1/8/2020 |

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and ten thousand, six hundred and fourteen (\$410,614). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-1 to the contract.
3. Consultant’s fee for the scope of work described in Attachment A-1 to the contract shall be as described in Attachment B-1 to the contract.

The effective date of this amendment to the Agreement is 1/14/2020.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
14th DAY OF January, 2020.

COUNTY OF INYO

CONSULTANT

By: 

By: _____

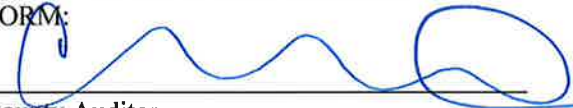
Dated: 1/14/20

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor


AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: _____


By: Michael R. Arnold, Senior Vice President
Environmental Science Associates

Dated: _____

Dated: January 13, 2020

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services will be in general accordance with the Consultant's proposal titled *Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport*, dated December 26, 2019, included herein.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

December 26, 2019

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport

Dear Ms. Helms:

Thank you for contacting ESA to submit a proposal to conduct National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews of proposed airline service at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Autumn Ward as Project Manager. In this capacity, Autumn will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Autumn will be supported by Project Director Steven Alverson, Deputy Project Manager Chris Jones, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

- Amendments to the Operations Specifications for:
 - United Airlines (United Express), assumed to be the CRJ700, to allow scheduled commercial air service to BIH; and
- Issuance of a Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 Code of Federal Regulations (CFR) Part 139.

Approval and implementation of the Proposed Project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and FAA Order 8900.1, Change 489, *Flight Standards Information Management System*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation.



Ms. Ashley Helms
December 26, 2019
Page 2

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.

1.1 Finalize Project Description

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. The project description will include relevant information from the aircraft activity forecast under review by the FAA and the transportation plan being prepared by the County and Mammoth Lakes Tourism.

Preparation of the project description will also include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA) and an impact area for Biological Resources for the Proposed Project's compliance with the federal Endangered Species Act.

1.2 Early Agency Coordination

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

NEPA ENVIRONMENTAL ASSESSMENT

TASK 2: SCOPING

2.1 Scoping

ESA will support the County in the scoping process for the EA. ESA will assist the County in drafting scoping letters to be delivered by the County to the relevant public agencies. It is understood that the County will conduct and manage the scoping meeting; however, ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at two scoping meetings is included.

TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

3.1 EA Introduction

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

3.2 Purpose and Need Statement



Ms. Ashley Helms
December 26, 2019
Page 3

The purpose of and need for the Proposed Project will be concisely described in this task. The FAA's statutory purpose and need will be included and federal actions required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

3.3 Alternatives Identification and Evaluation

For the purposes of this scope of work, alternatives that will be evaluated in the EA will include the Proposed Project and the No-Action Alternative. Each alternative retained will be concisely compared in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. If other alternatives that meet both the purpose and need for the project are retained, the evaluation of these additional alternatives, ESA would evaluate the alternatives as an additional service. Should the evaluation of additional alternatives be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

TASK 4: AFFECTED ENVIRONMENT

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared.

Resources Not Affected

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative at this time. A brief statement explaining why each resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (limited to the Archaeological Resources subcategory)
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

4.1 General Study Area and Base Maps

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost. Aircraft procedure plates will also be used to help delineate the general study area.

4.2 Description of the Affected Environment

To describe existing conditions, ESA will document and describe the resources and conditions listed below. This task will require research, coordination with agencies, and data acquisition.

Each resource category listed in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact, would be briefly discussed at the beginning of this section of the



Ms. Ashley Helms
December 26, 2019
Page 4

EA. No further analysis of these resources would be made in the EA. At this time, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, and Water Resources (Wild and Scenic Rivers subcategory).

4.2.1 Air Quality

4.2.1.1 Data Collection and Attainment Status

This task will involve collecting data necessary to identify and describe existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the California Ambient Air Quality Standards (CAAQS) for ozone (O₃) and PM₁₀. However, the federal action is not subject to a General Conformity analysis and potential conformity determination for ozone precursors Volatile Organic Compounds (VOCs) and oxides of nitrogen (NO_x), particulate matter, and carbon monoxide is not required.

4.2.1.2 Emissions Inventory

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT [AEDT 3b at the time of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations, and CalEEMod or other FAA-approved calculation methods for stationary and mobile emissions sources. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from aircraft operations and stationary sources routinely associated with the activities associated with the proposed aircraft operations.

4.2.2 Biological Resources

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the previously completed biological field survey and additional analysis to determine whether other federally-listed threatened or endangered species occur within the GSA, under this task.

4.2.3 Climate

In conjunction with Task 4.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

4.2.4 Department of Transportation (DOT) Act: Section 4(f) Resources

Section 4(f) refers to the original section within the U.S. Department of Transportation Act of 1966 which provided for consideration of park and recreation lands, wildlife and waterfowl refuges, and historic sites during transportation project development. ESA will identify Section 4(f) resources (if any) in the general study area that are subject to the protective provisions of the DOT Act (as amended). ESA will briefly describe each resource and provide a table with existing aircraft noise levels at each resource located within the Community Noise Equivalent Level (CNEL) 65 contour. The analysis will take into account existing flights to and from Mammoth Yosemite Airport (MMH).



Ms. Ashley Helms
December 26, 2019
Page 5

4.2.5 Hazardous Materials, Solid Waste, and Pollution Prevention

ESA will review online databases to identify known areas of contamination or areas having environmental concerns on or adjacent to the Airport. This may include, but not necessarily be limited to, reasonably available environmental site assessments conducted previously at BIH; information related to any known surface water, groundwater, or soil contamination at BIH; and information related to remediation programs at BIH. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies. ESA will summarize information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies.

4.2.6 Historical, Architectural, and Cultural Resources

ESA will delineate and describe the APE, identify and discuss the location of previously recorded resources on and in the vicinity of BIH through a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside, and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

4.2.7 Land Use

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

4.2.8 Natural Resources and Energy Supply

ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

4.2.9 Noise and Noise-Compatible Land Use

4.2.9.1 Noise Contour Development

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings to reflect the aircraft operational information and the noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.

This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites, Section 4(f) resources, and National Register properties (if any) within the general study area.

4.2.9.2 Noise Exposure Estimates

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites, Section 4(f) resources, and National Register properties (if any) located within the general study area.



4.2.10 Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using U.S. Census Bureau, state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

As part of the Socioeconomics analysis the transportation study that will be prepared by the County’s consultant will be used to assess existing traffic conditions, including current traffic patterns, and the level of service (LOS) on nearby roads.

4.2.11 Visual Effects

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing aircraft light emissions into nearby light-sensitive areas will be evaluated.

4.2.12 Water Resources

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using reasonably available reports and data sets. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also review and describe any regulatory floodplains within the general study area, should they exist.

TASK 5: ENVIRONMENTAL CONSEQUENCES

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project and the No-Action Alternative for the specific impact categories listed in the FAA’s 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

Resources Not Affected

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project or the No-Action Alternative.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (Archaeological Resources subcategory)
- Water Resources (Wild and Scenic Rivers subcategory)

Study Years and Analysis of Impacts

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: the first full year of operation and year 2028 conditions.

5.1 Air Quality

5.1.1 Operational Emissions

Using the current FAA-approved version of AEDT (AEDT 3b), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. As an increase in surface transportation between the Airport and Mammoth would be anticipated as a result of the introduction of commercial aircraft service, emissions from surface transportation will need to be assessed. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary and mobile sources routinely associated with Airport activities for the No-Action Alternative and the Proposed Project for both future EA study years.



5.2 Biological Resources

5.2.1 Biotic Communities

Based on data and information developed in Task 4, potential impacts to habitat and vegetative communities will be quantified. Impacts to wildlife will be evaluated qualitatively.

5.2.2 Threatened and Endangered Species

The effect of the Proposed Project and No-Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated in this task. Using information collected in Task 4, an assessment of the potential use of the general study area by state- and federally-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species and essential fish habitat is not anticipated.

5.3 Climate

Using data developed in Task 5.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO²e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

5.4 Section 4(F) Resources

Because the Proposed Project would not include any construction activity, direct impacts to Section 4(f) resources are not anticipated. ESA will verify and document the anticipated lack of direct impacts in a concise statement in the EA. Indirect impacts, typically associated with impacts associated with other categories such as noise, will be evaluated qualitatively. The need for the preparation and coordination of a formal Section 4(f) Statement is not anticipated.

5.5 Hazardous Materials

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the operation of the Proposed Project or the No-Action Alternative. The assessment will qualitatively assess:

- Potential involvement with any currently unidentified sites within or immediately adjacent to the general study area.
- The storage and use of hazardous materials and petroleum-based products during the normal operation of the Proposed Project.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly-accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

5.6 Historic and Cultural Resources

ESA will evaluate whether the Proposed Project and the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an additional service. Should these services be required, ESA will prepare a brief scope of work and cost



Ms. Ashley Helms
December 26, 2019
Page 8

estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

5.7 Land Use

In addition to the impacts of noise on land use compatibility, ESA will evaluate existing and planned land uses that may be affected by the Proposed Project. In addition, the presence of any of land uses that could have an adverse effect on safe aircraft operations within the distances referenced by FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*, shall be disclosed. ESA will discuss whether or not the Proposed Project would be inconsistent with approved state and/or local plans and laws.

5.8 Natural Resources and Energy Supply

The impacts of the Proposed Project will be assessed in regard to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

5.9 Noise and Noise-Compatible Land Use

5.9.1 Noise Contour Development

ESA will update the AEDT model inputs to account for new scheduled commercial air service to BIH. CNEL 65, 70, and 75 contours for the Proposed Project for the 2021 and 2028 future year conditions will be developed using the approved aviation forecast and the latest version of the FAA's AEDT model. This task includes developing CNEL contours for the No-Action Alternative using the Airports' existing configuration and baseline forecast. It is anticipated that aircraft substitutions will not be required for the development of the noise contours. Standard aircraft profiles are expected to be employed. This task does not include the use of supplemental metrics.

ESA will review and update information, inputs, assumptions, and assumptions used to develop the No-Action Alternative and Proposed Project CNEL contours. This process would consider potential changes to aircraft fleet mix, runway use patterns, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

5.9.2 Noise Impact Assessment

ESA will calculate the types and amount of land uses within the No-Action Alternative and the Proposed Project CNEL 65 and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of 1.5 CNEL or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would experience an increase of 3 dB CNEL within the CNEL 60 contour (but below CNEL 65). Increases of 3 dB CNEL over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.



5.10 Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks

5.10.1 Socioeconomics

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information from public agencies and information provided by the County (e.g., number of new jobs at BIH). The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

Based on the transportation study for the Proposed Project that will be prepared by the County's consultant, an assessment of traffic impacts will be included to determine if the Proposed Project and the No-Action Alternative would result in a change in traffic patterns, fleet mix, and volumes that would reduce the level of service (LOS) on nearby roads to unacceptable levels.

5.10.2 Environmental Justice

Impacts of the Proposed Project and the No-Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS, census, and local parcel data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

5.10.3 Children's Environmental Health and Safety Risks

Impacts of the Proposed Project and the No-Action Alternative will be assessed qualitatively with regard to any increased risk related to children's environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

5.11 Visual Effects

The potential for visual impacts arising from the intrusion of aircraft light emissions into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

5.12 Water Resources

The effects of the Proposed Project and the No-Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.

5.13.1 Wetlands

Potential impacts to jurisdictional and non-jurisdictional wetlands (if any) will be discussed and documented. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.



5.13.2 Surface Waters and Ground Water

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts associated with the operation of the Proposed Project will be assessed and potential mitigation measures will be discussed.

5.13.3 Water Supply

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

5.14 Cumulative Impacts / Other Considerations

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

TASK 6: DRAFT EA

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

6.1 Preliminary Draft EA

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare PDEA Version 2 for FAA review. Two electronic copy copies of PDEA Version 2 (Microsoft Word and PDF format with incorporated figures) will be produced and distributed. Distribution will be made electronically via ESA's Deliverit file sharing website. Delivery of PDF copies on USB flash drive is optional. ESA anticipates hosting and participating in one web-based meeting with the County and FAA to discuss comments on PDEA Version 2.

6.2 Draft EA

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy produced.

Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to eight copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 12 CD-ROMs or USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

6.3 Agency / Public Coordination of Draft EA

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. ESA will place the Notice in the legal section of one local newspaper for one day. The County will be responsible for placing the Notice (and Draft EA) and on the County's website. ESA will prepare a Draft EA distribution letter and send a copy of the Draft EA document to the local library for public review and to the selected agencies. ESA anticipates that the EA will be produced only in English.



Ms. Ashley Helms
December 26, 2019
Page 11

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in Bishop; however, a second Public Information Workshop can be held in Mammoth as an optional task. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four members of ESA will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty-five (25) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Workshop/Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the costs of the space where the Workshop/Hearing will be held.

6.4 Draft EA Comment Analysis and Response

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

TASK 7: FINAL EA REPORT PREPARATION

7.1 Preliminary Final EA

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's Deliverit file sharing website.

7.2 Final EA

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) CD-ROMs or USB flash drives containing a PDF copy of the Final EA.

CEQA DOCUMENTATION

TASK 8: CEQA Documentation

8.1 Review of Environmental Resource Categories

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 4, and 5 of this scope of work will be used to inform this analysis.

8.2 Administrative Draft Initial Study

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's Deliverit file sharing website. o Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation (e.g., Negative Declaration [ND], Mitigated Negative Declaration [MND], or



Ms. Ashley Helms
December 26, 2019
Page 12

categorical exemption [CatEx]). For purposes of this scope of work, it is anticipated that either a Negative Declaration or Mitigated Negative Declaration will be the appropriate CEQA document for this project.

8.3 Public Draft Initial Study

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

8.4 Administrative Draft CEQA Document

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.

ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

8.5 Public Draft CEQA Document

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

As part of this submittal, ESA will prepare a draft letter to the California Department of Fish and Wildlife (CDFW) regarding the CDFW CEQA filing fee for review and approval by the County. The County will be responsible for submitting the letter to CDFW prior to adoption of the ND or MND so the appropriate CDFW filing fee can be submitted with the Notice of Determination that will be filed with the Inyo County Clerk.

8.6 Response to Comments

ESA will create a matrix of comments received from agencies and the public on the Draft IS/ND or IS/MND along with corresponding responses. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

8.7 Final CEQA Document and Approval Documents

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/ND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final CEQA Document. ESA will submit one (1) electronic copy of the final draft CEQA Document to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will submit nine (9) hard copies of the Final CEQA document and one (1) electronic ADA compliant PDF copy of the Final CEQA document.

TASK 9: PROJECT MANAGEMENT - NEPA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA and regular status update calls, project



Ms. Ashley Helms
December 26, 2019
Page 13

management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

TASK 10: PROJECT MANAGEMENT - CEQA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

Autumn Ward, CM, ENV SP
Project Manager

Steven R. Alverson
Project Director

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-1 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/27/2019.

The cost for this amendment increases the not to exceed amount by \$402,672, to \$410, 614.

This amendment shall also allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes at ESA. The Director of Public Works may only approve changes to the *Schedule of Fees* that are not associated with an increase to the contract Not-to-Exceed amount.

ESA Cost Breakdown

Date 12/27/2019

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Fully Burdened Rate | Total |
|------------------------|------------------|------------------|-------|--------------------|---------------------|---------------|
| Senior Director III | Michael Arnold | \$86.54-\$131.25 | 28 | \$ 93.75 | \$ 308.51 | \$ 8,638.31 |
| Senior Director III | Steven Alverson | \$86.54-\$131.25 | 149 | \$ 96.15 | \$ 316.42 | \$ 47,146.69 |
| Managing Associate II | Autumn Ward | \$43.27-\$51.44 | 256 | \$ 53.65 | \$ 176.56 | \$ 45,200.23 |
| Managing Associate II | Steven Smith | \$43.27-\$51.44 | 302 | \$ 50.00 | \$ 164.54 | \$ 49,690.64 |
| Managing Associate III | Chris Jones | \$51.73-\$65.00 | 497 | \$ 66.83 | \$ 219.91 | \$ 109,296.71 |
| Director III | Heidi Rous | \$64.42-\$96.15 | 28 | \$ 91.39 | \$ 300.76 | \$ 8,421.23 |
| Managing Associate II | Joza Burnam | \$43.27-\$51.44 | 132 | \$ 47.12 | \$ 155.05 | \$ 20,466.11 |
| Managing Associate II | Susumu Shirayama | \$43.27-\$51.44 | 116 | \$ 52.10 | \$ 171.44 | \$ 19,886.69 |
| Senior Associate II | Sean Burlingame | \$35.00-\$41.33 | 92 | \$ 41.49 | \$ 136.54 | \$ 12,561.25 |
| Managing Associate III | Chris Sequeira | \$51.73-\$65.00 | 104 | \$ 58.89 | \$ 193.81 | \$ 20,156.04 |
| Senior Associate II | Johanna Kahn | \$35.00-\$41.33 | 28 | \$ 36.42 | \$ 119.84 | \$ 3,355.64 |
| Associate II | Joseph Sanders | \$25.96-\$31.49 | 32 | \$ 27.64 | \$ 90.97 | \$ 2,911.09 |
| Associate III | Eryn Pimentel | \$31.74-\$35.67 | 64 | \$ 39.04 | \$ 128.47 | \$ 8,221.88 |
| Project Technician III | James Songco | \$36.54-\$44.23 | 40 | \$ 40.14 | \$ 132.11 | \$ 5,284.24 |
| Project Technician II | Kristine Olsen | \$24.96-\$36.59 | 130 | \$ 36.54 | \$ 120.26 | \$ 15,633.52 |
| Associate I | Phoebe Weiman | \$20.00-\$25.74 | 140 | \$ 24.04 | \$ 79.11 | \$ 11,074.73 |

2,138

Total

\$387,945

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Overhead and G&A

Rate
143.95%

**FEE
EXPENSES**

Rate
12%

\$14,727

TOTAL COST

\$402,672

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 13th day of November 2018 an order was duly made and entered as follows:

*Public Works –
Environmental
Science Associates
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to: A) approve Inyo County Standard Contract No. 161 between the County of Inyo and Environmental Science Associates for airport environmental services in an amount not to exceed \$7,942 for the period from November 15, 2018 through November 15, 2023; and B) authorize the Chairperson to execute the contract, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 13th
Day of November, 2018



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By: _____

| Routing |
|---|
| |
| CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>December 14, 2018</i> |



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent Departmental Correspondence Action Public Hearing
- Schedule time for Closed Session Informational

| |
|--------------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER |
| 18 |

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

SUBJECT: Approve a contract/master agreement for on-call Airport Environmental Services with Environmental Science Associates (ESA) of Sacramento, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Inyo County Standard Contract No. 161 between the County of Inyo and ESA for airport environmental services in an amount not to exceed \$7,942.00 for the period from November 15, 2018 through November 15, 2023;
2. Authorize the chairperson to execute the contract, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: On August 27, 2018 the Public Works Department published a Request for Qualifications for qualified firms to submit Statements of Qualification (SOQ) for on-call Airport Environmental Services at the Inyo County Airports. Four firms submitted SOQ's by the deadline of September 17, 2018:

- Environmental Science Associates
- Helix Environmental Planning Inc., with C&S Companies as a sub-consultant
- Landrum & Brown Inc., with Panorama and ArchaeoPaleo Resource Management as sub-consultants
- WHALE Environmental Services, LLC

The respondents' qualifications were rated by three of the Public Works Department engineering and airport staff, and the top two firms were interviewed. ESA was selected as the most qualified consultant to provide services under this contract.

The scope of work for the initial contract (Master Contract) will be to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport and the associated capital improvement projects. This EA is required under the National Environmental Protection Act (NEPA) before funding from the Federal Aviation Administration (FAA) may be granted for design or construction projects relating to commercial air service. Once the project scoping for the EA has been approved by the FAA, this contract may be amended to include the task of preparing the EA.

ALTERNATIVES: The Board could choose not to approve the contract for on-call airport environmental services. This is not recommended because the Public Works Department does not have staff with the expertise to complete the required work. The timely completion of the EA for the Bishop Airport will be instrumental in achieving the desired timeline for commercial air service.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded;
County counsel to review and approve the contract;

FINANCING: The costs associated with this contract will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5265, and may be reimbursable at a future date by a grant from the FAA.

| APPROVALS | |
|--------------------|---|
| COUNTY COUNSEL: | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/7/18</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/8/2018</u> |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/8/18</u> |

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/8/18
(Not to be signed until all approvals are received)

BUDGET OFFICER SIGNATURE [Signature] Date: 11/8/2018
(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Environmental services of Environmental Science Associates (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

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

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

Option 2 – On-Call Contracts

A. This Contract shall go into effect on 11/15/2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 11/15/23, unless extended by Contract amendment.

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

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

3. CONSIDERATION

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Public Works Department. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five (\$ 8,155 .00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

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

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

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

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

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by County approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

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

33. CONFLICTS

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

34. POST AGREEMENT COVENANT

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

35. SEVERABILITY

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

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. AMENDMENT

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

38. NOTICE

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

County of Inyo:

| | |
|------------------------|----------------|
| Public Works | Department |
| PO Drawer Q | Address |
| Independence, CA 93526 | City and State |

Consultant:

| | |
|----------------------------------|----------------|
| Environmental Science Associates | Name |
| 2600 Capitol Avenue, Suite 200 | Address |
| Sacramento, CA 95816 | City and State |

39. ENTIRE AGREEMENT

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

---o0o---

AGREEMENT BETWEEN COUNTY OF INYO


AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TOMERON
Print or Type Name

By: _____
Signature

Print or Type Name

Dated: 11-20-18

Dated: _____


APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Print or Type Name

By:  _____

Signature

Steven R. Alverton

Print or Type Name

Dated: _____

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
 - Allegiant Air, with the Airbus 319 aircraft
 - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

Ms. Helms
November 7, 2018
Page 2

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA's preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA's 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County's coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,



Autumn Ward, CM, ENV SP
Project Manager



Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Environmental Science Associates

AND

FOR THE PROVISION OF

Airport Environmental

SERVICES

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|-----------------------|-----------------|-------|-----------------------|-----------|
| Senior Director III | Michael Arnold | 2 | \$ 91.11 | \$ 182.22 |
| Senior Director III | Steven Alverson | 6 | \$ 93.75 | \$ 562.50 |
| Managing Associate II | Autumn Ward | 18 | \$ 50.29 | \$ 905.22 |
| Managing Associate II | Steven Smith | 16 | \$ 49.04 | \$ 784.64 |

Total \$ 2,434.58

\$2,435

FRINGE BENEFITS

Rate Total
48.82% \$ 1,188.56

\$1,189

INDIRECT COSTS

Overhead and G&A

Rate Total
142.44% \$ 3,467.82

\$3,468

FEE

Rate Total
12% \$ 850.91

\$851

TOTAL COST

\$7,942

**NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
ESA Labor Detail and Expense Summary**

| | | <i>Employee Names</i> | | | | | |
|--------------------------|--|---------------------------|----------------------------|--------------------------|---------------------------|-------------|-----------------|
| | | Michael Arnold | Steven Alverson | Autumn Ward | Steve Smith | | |
| | | <i>Labor Category</i> | | | | | |
| | | Senior Director III | Senior Director III | Managing Associate II | Managing Associate III | Total Hours | Labor Price |
| Task # | Task Name/Description | \$ 297 | \$ 306 | \$ 164 | \$ 160 | | |
| 1.0 | Prepare Draft EA Scope and Cost Estimate | 1 | 2 | 12 | 10 | 25.00 | \$ 4,477 |
| 2.0 | Coordination with FAA | | 2 | 4 | 2 | 8.00 | \$ 1,588 |
| 3.0 | Prepare Final EA Scope and Cost Estimate | 1 | 2 | 2 | 4 | 9.00 | \$ 1,877 |
| Total Hours | | 2 | 6 | 18 | 16 | 42 | |
| Total Labor Costs | | \$ 594 | \$ 1,835 | \$ 2,953 | \$ 2,560 | | \$ 7,942 |

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

AMENDMENT NO.2
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and forty thousand, three hundred and sixty two (\$440,362). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-2 to the contract.
3. Consultant’s fee for the scope of work described in Attachment A-2 to the contract shall be as described in Attachment B-2 to the contract.
4. Consultant's fee for travel and per diem payments shall be as described in Attachment C-2 to the contract.

The effective date of this amendment to the Agreement is 4/7/2020.

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

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: 

By: _____

Dated: 4/17/20

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: _____

By: Steven Alverson

Dated: _____

Dated: April 7, 2020

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services under this amendment will include the following additions to the scope contained in Attachment A-1:

Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

ADD:

- Runway Safety Area (RSA) improvements to Runway 12/30, including brush removal, grading, and fill, to be conducted in two phases.
- Implementation of declared distances on Runway 12.

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

1.1 Finalize Project Description

ADD:

A revised APE will be developed to reflect the addition of the RSA improvements to the project.

1.2 Early Agency Coordination

No Change

NEPA ENVIRONMENTAL ASSESSMENT TASK 2: SCOPING

2.1 Scoping

No Change

TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

3.1 EA Introduction

No Change

3.2 Purpose and Need Statement

No Change

3.3 Alternatives Identification and Evaluation

No Change

TASK 4: AFFECTED ENVIRONMENT

No Change

TASK 5: ENVIRONMENTAL CONSEQUENCES

5.1 Air Quality

5.1.1 Operational and Construction Emissions

ADD: Emissions associated with the RSA improvements will also be estimated and tabulated for use in the EA.

TASK 6: DRAFT EA

No Change

TASK 7: FINAL EA REPORT PREPARATION

No Change

CEQA DOCUMENTATION

TASK 8: CEQA Documentation

No Change

TASK 10: PROJECT MANAGEMENT - CEQA

No Change

ADD:

TASK 11: PREPARE TECHNICAL STUDIES

Based on the addition of ground disturbing activities as part of the Proposed Project and a resulting expansion of the general study area, we have included preparation of biological and cultural resource studies in this scope of work. The studies will support the EA analyses of proposed project effects to biological resources and cultural resources, as well as the FAA's consultation with resource agencies for the Proposed Project. In addition, unless otherwise noted in this scope of work, the technical analyses conducted for the EA will be documented in the EA chapters and not as stand-alone technical reports.

11.1 Biological Resources Technical Report

ESA will conduct a reconnaissance-level baseline biological survey of the general study area. Previously, ESA queried the California Department of Fish and Wildlife's Natural Diversity Data Base (CNDDDB), the U.S. Fish and Wildlife Service's (USFWS) List of Potentially Occurring Threatened and Endangered Species, the California Native Plant Society's Inventory of Rare and Endangered Plants, USFWS Critical Habitat Mapper, and the USFWS National Wetlands Inventory, as well as other online databases and sources were queried to determine potentially occurring special-status species, critical habitat, wetland habitats, and other sensitive habitats and biological resources. Under this effort and prior to conducting the field survey, ESA will also query the USFWS Information, Planning, and Conservation System (IPaC) website to determine the presence of any federally listed species, candidate species, or critical habitat might be present within the general study area.

ESA will conduct a general reconnaissance survey of the general study area to identify the presence of vegetation communities and wildlife habitats and evaluate the site's potential to support habitat for special-status plant and animal species and other sensitive biological resources. ESA will use a geo-referenced aerial photograph of the general study area to map habitats. In addition to data collected during the field survey, existing vegetation/habitat data will be used to supplement aerial interpretation of habitats. ESA will analyze the potential for special-status species and sensitive habitats to occur within the general study area. If the analysis identifies the potential for occurrence, applicable constraints for these sensitive species or habitats will be summarized as part of the report. Vegetation communities and wildlife habitats will be mapped and described using the California Department of

Fish and Wildlife's "Wildlife Habitat Relationships" (WHR) system. Wetlands and waters of the United States on the project site will be mapped and described using the USFWS's Cowardin classification system. Our scope does not include protocol-level special-status species surveys. If protocol-level special-status species surveys are determined necessary based on the results of the general reconnaissance survey, these studies can be conducted under a separate scope of work upon written direction from the County and receipt of a fully executed contract amendment.

ESA will prepare a biological resources technical report based on the background research and habitat mapping. The report will include the following:

- A description of the existing environment of the project site and surrounding area. This will include vegetation communities and wildlife habitats on the site as well as potentially occurring special-status species. Any sensitive natural communities, wetlands, and/or waters of the U.S. will also be described.
- A summary of data sources, background research, and study methods.
- A summary and evaluation of federal, state, and local policies and regulations as they pertain to biological resources in the area.
- A discussion of potential permitting requirements based on the biological resources in the general study area.
- Figures, including a site vicinity and map, delineation of vegetation communities, and locations (if any) of sensitive biological resources.

Following the completion of the report, an electronic draft copy of the document and maps will be submitted to the County for review and comment. Once we have received comments, a final electronic copy will be produced and submitted. The biological constraints report will be used as the basis for preparing the Biological Resources section of the EA.

11.1.1 Biological Assessment (Optional Task)

If the baseline biological resources study determines that the proposed project has the potential to impact species that are listed or are candidates for listing under the federal Endangered Species Act, a Biological Assessment (BA) will be prepared for use in conducting Section 7 consultation with USFWS under Section 7(c) of the Federal Endangered Species Act (16 U.S.C 1536(c) and 50 CFR 402.12). The BA will address federally listed species that may occur on the site and assess the potential for project impacts. The BA will be submitted to USFWS for Section 7 consultation if required. The BA will describe the potential direct, indirect, and cumulative effects of the proposed action. A Draft BA will be transmitted to Inyo County for review and comment. A Final BA will then be prepared, which will address Inyo County's comments on the Draft BA. If this additional task will be required, ESA will prepare a separate scope of work and cost estimate. This optional task shall be initiated upon written direction from the County and receipt of a fully executed contract amendment.

11.2 Cultural Resources Technical Report

In order to determine whether the project would cause an adverse effect on Historic Properties as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, ESA will complete a study that includes an analysis of architectural resources (built environment), archaeological resources, and traditional cultural properties. ESA will conduct a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside to identify previously recorded cultural resources and studies in the project's Area of Potential Effects (APE) and within a ½ mile radius, which would be anticipated encompass a potential indirect APE generated by the Proposed Project's aircraft noise contours, road segments or intersections affected by project-related traffic, or other indirect environmental effects of the proposed project.

ESA will complete an intensive surface survey of the direct APE to identify archaeological resources and to report on existing site conditions. ESA assumes that the direct APE can be surveyed by two archaeologists in a two-day field effort and that up to two archaeological resources will be identified. Identified archaeological resources will be recorded on Parks and Recreation (DPR) 523 forms. Due to the nature and extent of potentially identified archaeological resources, this scope of work and budget does not include formal evaluation of archaeological resources. If archaeological resources are encountered within the project site and require evaluation pursuant to Section 106, ESA will notify the County to discuss the additional effort required. Should additional effort be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

Based on our previous experience in the County, ESA assumes that one or more Native American tribes may request to attend the field survey and review all documents related to the cultural resources investigation. ESA understands that the FAA will be responsible for consultation with Native American tribes and will facilitate access to the survey upon request from the Native American tribe(s).

ESA will prepare a technical report that identifies architectural resources (built environment), archaeological resources, and traditional cultural properties (as identified through Native American consultation) and meets the requirements of Section

106. In addition to Native American consultation, ESA understands that the FAA will conduct Section 106 consultation with the State Historic Preservation Officer (SHPO) and, if applicable, Tribal Historic Preservation Officer(s) (THPOs). We assume the FAA will provide documentation of consultation efforts for ESA to summarize in the technical report. Additional assistance with Native American consultation (e.g., tribal consultation under AB 52) can be provided under a separate scope and budget if needed. The technical report will provide the results of the evaluation of the airport and recommendations for additional work regarding archaeological resources, which could include site evaluation, monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.

ADD:

TASK 12: Project Update Public Information Meeting

Task 12.1 Project Update Public Information Meeting

ESA understands that the County will conduct and manage a project update public information meeting. ESA anticipates that this task will be completed with one public meeting in the city of Bishop. ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at one public meeting is included.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-2 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 3/12/2020.

The cost for this amendment increases the not to exceed amount by \$29,748, to \$440,362.

ESA Cost Breakdown

Proposal for Additional Tasks to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport

Date 3/12/2020

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Fully Burdened Rate | Total |
|-----------------------------|-------------------|------------------|--------------|---------------------------|----------------------------|--------------|
| Senior Director III | Michael Arnold | \$86.54-\$131.25 | 0 | \$ 93.75 | \$ 308.51 | \$ - |
| Senior Director III | Steven Alverson | \$86.54-\$131.25 | 4 | \$ 96.15 | \$ 316.42 | \$ 1,265.68 |
| Managing Associate II | Autumn Ward | \$43.27-\$51.44 | 8 | \$ 53.65 | \$ 176.56 | \$ 1,412.51 |
| Managing Associate II | Steven Smith | \$43.27-\$51.44 | 0 | \$ 50.00 | \$ 164.54 | \$ - |
| Managing Associate III | Chris Jones | \$51.73-\$65.00 | 24 | \$ 66.83 | \$ 219.91 | \$ 5,277.91 |
| Director III | Heidi Rous | \$64.42-\$96.15 | 2 | \$ 91.39 | \$ 300.76 | \$ 601.52 |
| Managing Associate II | Joza Burnam | \$43.27-\$51.44 | 8 | \$ 47.12 | \$ 155.05 | \$ 1,240.37 |
| Managing Associate II | Susumu Shirayama | \$43.27-\$51.44 | 0 | \$ 52.10 | \$ 171.44 | \$ - |
| Senior Associate II | Sean Burlingame | \$35.00-\$41.33 | 0 | \$ 41.49 | \$ 136.54 | \$ - |
| Managing Associate III | Chris Sequeira | \$51.73-\$65.00 | 0 | \$ 58.89 | \$ 193.81 | \$ - |
| Senior Associate II | Johanna Kahn | \$35.00-\$41.33 | 30 | \$ 36.42 | \$ 119.84 | \$ 3,595.33 |
| Associate II | Joseph Sanders | \$25.96-\$31.49 | 40 | \$ 27.64 | \$ 90.97 | \$ 3,638.86 |
| Associate III | Eryn Pimentel | \$31.74-\$35.67 | 4 | \$ 39.04 | \$ 128.47 | \$ 513.87 |
| Project Technician III | James Songco | \$36.54-\$44.23 | 0 | \$ 40.14 | \$ 132.11 | \$ - |
| Project Technician II | Kristine Olsen | \$24.96-\$36.59 | 4 | \$ 36.54 | \$ 120.26 | \$ 481.03 |
| Associate I | Phoebe Weiman | \$20.00-\$25.74 | 0 | \$ 24.04 | \$ 79.11 | \$ - |
| Senior Director III | Gerrit Platenkamp | \$86.54-\$131.25 | 12 | \$ 86.06 | \$ 283.20 | \$ 3,398.36 |
| Senior Associate II | Michael Vader | \$35.00-\$41.33 | 40 | \$ 40.43 | \$ 133.06 | \$ 5,322.22 |

176 Total

\$26,748

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Overhead and G&A

Rate
143.95%

FEE EXPENSES

Rate
12%

\$2,978

TOTAL COST

\$29,726

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
 FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF TRAVEL AND PER DIEM:

The compensation for travel expenses incurred under Amendment 1 and Amendment 2 shall be at the following rates:

GSA Per Diem Rates for Mammoth Lakes, Mono County

| | |
|--------------------------------------|-----------|
| Lodging | \$ 135.00 |
| Meals & Incidentals (M&IE) Breakdown | |
| M&IE Total | \$ 76.00 |
| Continental Breakfast/Breakfast | \$ 18.00 |
| Lunch | \$ 19.00 |
| Dinner | \$ 34.00 |
| Incidental Expenses | \$ 5.00 |
| First & Last Day of Travel | \$ 57.00 |
| 2020 Mileage Rate | \$ 0.575 |

AMENDMENT NO.3
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and twenty seven, three hundred and ninety five (\$427,395). (hereinafter referred to as “contract limit”).

2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport, as described Attachment A-3 to the contract, and to remove the tasks included in Amendment 2.

3. Consultant’s fee for the scope of work described in Attachment A-3 to the contract shall be as described in Attachment B-3 to the contract.

The effective date of this amendment to the Agreement is 6/16/2020.

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

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
18th DAY OF June, 2020.

COUNTY OF INYO

CONSULTANT

By:  _____

By: _____

Dated: 6/28/20 _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: _____

By: Steven Alverson

Dated: _____

Dated: June 11, 2020

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:

FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks detailed in the attached ESA proposal titled *Proposal for Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport*, dated May 28, 2020.

This amendment also removes the scope of work added to the contract by Amendment 2, which includes biological and archeological technical studies, and an additional public meeting.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

May 28, 2020

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal for Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at Bishop Airport

Dear Ms. Helms:

This letter presents Environmental Science Associates' (ESA) proposal to conduct protocol-level field surveys for the Southwestern Willow Fly Catcher (*Empidonax traillii extimus*) in support of consultation with the U.S. Fish and Wildlife Service (USFWS) as required under Section 7 of the Endangered Species Act. Section 7 consultation is required under the FAA's orders implementing the National Environmental Policy Act (NEPA) and must be completed as part of the preparation of future NEPA environmental documentation for Runway Safety Area improvements at Bishop Airport (Proposed Project). The attached cost estimate covers the work necessary to complete protocol-level field surveys.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service at Bishop Airport (referred to hereafter as BIH or the Airport). The current description for the Proposed Project includes improvements to the Runway Safety Areas (RSAs) beyond the Runway 12 and 30 ends. On May 1, 2020, ESA's biologist Karl Fairchild conducted a biological resources survey at the Airport to support evaluation of potential impacts to biological resources as part of the NEPA process. During the survey, Mr. Fairchild encountered potential habitat for Southwestern Willow Fly Catcher (*Empidonax traillii extimus*) within the Proposed Project area. This species is designated as "endangered" under the Federal Endangered Species Act. The presence of potential habitat for this species requires preparation of protocol-level surveys for purposes of supporting consultation requirements under Section 7 of the Endangered Species Act. This scope of work sets forth the work effort required to complete the protocol-level surveys.

Scope of Work

TASK 1: PROJECT MANAGEMENT

This task involves project meetings, internal coordination, and administrative tasks associated with completion of the surveys and the preparation of associated documentation.

TASK 2: PROTOCOL-LEVEL SPECIAL-STATUS SPECIES SURVEYS

The protocol developed by the USFWS requires preparation of five separate surveys during three three-week windows throughout the nesting season for this species. The three three-week periods are May 15 – May 31, June 01 – June 24, and June 25 – July 17. These surveys must be conducted during a single season. The surveys will be conducted as follows:

- Period 1 - May 15-May 31: One Survey
- Period 2 - June 01-June 24: Two Surveys
- Period 3 - June 25-July 17: Two Surveys



Ms. Ashley Helms
May 28, 2020
Page 2

This task includes travel to and from the Project site and five nights lodging for five, two-hour early morning surveys; preparation of a required 45-day findings report for submittal to the USFWS; completion of California Natural Diversity Database (CNDDDB) Occurrence Forms if other special-status species are encountered during the surveys (both a state and federal requirement); preparation of an annual report to be submitted to the USFWS; and preparation of correspondence with the USFWS.

Schedule

The surveys will be completed within the timeframe described above (May 15, 2020 through July 17, 2020). ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

A handwritten signature in black ink that reads "Autumn Ward".

Autumn Ward, CM, ENV SP
Project Manager

A handwritten signature in black ink that reads "Steven R. Alverson".

Steven R. Alverson
Project Director

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-3 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 5/28/2020, and shall not exceed \$16,759.

The costs associated with the scope of work detailed in Amendment 2 – Attachment A-2, which total \$29,726, are removed from the contract. The cost for this amendment decreases the not to exceed amount of the contract by \$12,967, to \$427,395.

ESA Cost Breakdown

Protocol-Level Biological Surveys for the Southwestern Willow Fly Catcher at E

Date 5/28/2020

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Fully Burdened Rate | Total |
|------------------------|-------------------|------------------|-------|--------------------|---------------------|-------------|
| Senior Director III | Michael Arnold | \$86.54-\$131.25 | 0 | \$ 93.75 | \$ 308.51 | \$ - |
| Senior Director III | Steven Alverson | \$86.54-\$131.25 | 1 | \$ 96.15 | \$ 316.42 | \$ 316.42 |
| Managing Associate II | Autumn Ward | \$43.27-\$51.44 | 0 | \$ 53.65 | \$ 176.56 | \$ - |
| Senior Associate III | Bradley Allen | \$51.73-\$65.00 | 2 | \$ 49.52 | \$ 162.96 | \$ 325.92 |
| Managing Associate II | Steven Smith | \$43.27-\$51.44 | 0 | \$ 50.00 | \$ 164.54 | \$ - |
| Associate III | Karl Fairchild | \$25.96-\$31.49 | 92 | \$ 30.72 | \$ 101.09 | \$ 9,300.55 |
| Managing Associate III | Chris Jones | \$51.73-\$65.00 | 12 | \$ 66.83 | \$ 219.91 | \$ 2,638.95 |
| Director III | Heidi Rous | \$64.42-\$96.15 | 0 | \$ 91.39 | \$ 300.76 | \$ - |
| Managing Associate II | Joza Burnam | \$43.27-\$51.44 | 0 | \$ 47.12 | \$ 155.05 | \$ - |
| Managing Associate II | Susumu Shirayama | \$43.27-\$51.44 | 0 | \$ 52.10 | \$ 171.44 | \$ - |
| Senior Associate II | Sean Burlingame | \$35.00-\$41.33 | 0 | \$ 41.49 | \$ 136.54 | \$ - |
| Managing Associate III | Chris Sequeira | \$51.73-\$65.00 | 0 | \$ 58.89 | \$ 193.81 | \$ - |
| Senior Associate II | Johanna Kahn | \$35.00-\$41.33 | 0 | \$ 36.42 | \$ 119.84 | \$ - |
| Associate II | Joseph Sanders | \$25.96-\$31.49 | 0 | \$ 27.64 | \$ 90.97 | \$ - |
| Associate III | Eryn Pimentel | \$31.74-\$35.67 | 0 | \$ 39.04 | \$ 128.47 | \$ - |
| Project Technician III | James Songco | \$36.54-\$44.23 | 0 | \$ 40.14 | \$ 132.11 | \$ - |
| Project Technician II | Kristine Olsen | \$24.96-\$36.59 | 1 | \$ 36.54 | \$ 120.26 | \$ 120.26 |
| Associate I | Phoebe Weiman | \$20.00-\$25.74 | 0 | \$ 24.04 | \$ 79.11 | \$ - |
| Senior Director III | Gerrit Platenkamp | \$86.54-\$131.25 | 4 | \$ 86.06 | \$ 283.20 | \$ 1,132.79 |
| Senior Associate II | Michael Vader | \$35.00-\$41.33 | 0 | \$ 40.43 | \$ 133.06 | \$ - |

112 Total

\$13,835

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Overhead and G&A

Rate
143.95%

**FEE
EXPENSES**

Rate
12%

\$2,924

TOTAL COST

\$16,759

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
 FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 TO: November 11, 2023

SCHEDULE OF TRAVEL AND PER DIEM:

The compensation for travel expenses incurred under Amendment 3 shall be at the following rates:

GSA Per Diem Rates for Mammoth Lakes, Mono County

| | |
|--------------------------------------|-----------|
| Lodging | \$ 135.00 |
| Meals & Incidentals (M&IE) Breakdown | |
| M&IE Total | \$ 76.00 |
| Continental Breakfast/Breakfast | \$ 18.00 |
| Lunch | \$ 19.00 |
| Dinner | \$ 34.00 |
| Incidental Expenses | \$ 5.00 |
| First & Last Day of Travel | \$ 57.00 |
| 2020 Mileage Rate | \$ 0.575 |

AMENDMENT NO.4
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed six hundred and fifty six, three hundred and fifty eight (\$656,358). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the *Proposal for Completing the National Environmental Policy Act and California Environmental Quality Act Reviews for the Runway Safety Area Improvement Project at Bishop Airport*, as described Attachment A-4 to the contract, and to remove the tasks included in Amendment 2.
3. Consultant’s fee for the scope of work described in Attachment A-4 to the contract shall be as described in Attachment B-4 to the contract.

The effective date of this amendment to the Agreement is 2/1/2022.

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

AMENDMENT NO. 4
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2022.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks detailed in the attached ESA proposal titled *Proposal for Completing the National Environmental Policy Act and California Environmental Quality Act Reviews for the Runway Safety Area Improvement Project at Bishop Airport*, dated 12/06/2022.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 **phone**
916.564.4501 **fax**

www.esassoc.com

December 6, 2021

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal for Completing National Environmental Policy Act and California Environmental Quality Act Reviews for the Runway Safety Area Improvement Project at Bishop Airport

Dear Ms. Helms:

This letter presents Environmental Science Associates' (ESA) proposal for completing National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews for the Runway Safety Area (RSA) Improvement Project at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Chris Jones as Project Manager. In this capacity, Chris will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Chris will be supported by Project Director Autumn Ward, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

Project Understanding and NEPA and CEQA Context

The RSAs for Runway 12/30 are currently not compliant with Federal Aviation Administration (FAA) design standards. Based on discussions with County and FAA staff, the Proposed Project would bring the RSAs for Runway 12/30 into compliance with FAA's current design standards, through brush removal, grading, and fill, to ensure a flat area of sufficient size to accommodate aircraft overruns, undershoots, or runway excursions.

Approval and implementation of the Proposed Project is subject to one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and the FAA's implementing regulations in Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and guidance provided in the *Order 1050.1F Desk Reference*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Mitigated Negative Declaration (IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation for this project.

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.



Ms. Ashley Helms
December 6, 2021
Page 2

1.1 Finalize Project Description

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. Preparation of the project description will include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA).

1.2 Early Agency Coordination

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

NEPA ENVIRONMENTAL ASSESSMENT

TASK 2: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

2.1 EA Introduction

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

2.2 Purpose and Need Statement

The purpose of and need for the Proposed Project will be concisely described under this task. The FAA's statutory purpose and need will be included and the federal action required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

2.3 Alternatives Identification and Evaluation

For the purpose of this scope of work, it is assumed that the EA will screen a range of alternatives, including the Proposed Project and the No-Action Alternative. Each alternative will be concisely evaluated in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. This scope of work assumes that only the Proposed Project and the No Action Alternative will be carried forward for further analysis. For purposes of this proposal, it is assumed that the Proposed Project would provide nonstandard RSAs with declared distances. It is also assumed that the RSA technical evaluation and determination is addressed separate of this scope. If other alternatives that meet the purpose of and need for the project are identified, ESA would include these alternatives for further analysis as an additional service. If additional alternatives are required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

TASK 3: AFFECTED ENVIRONMENT

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared. It is assumed that much of the information collected for the recently completed Part 139 Certification Project EA would be employed for purposes of completing Task 4.



Ms. Ashley Helms
December 6, 2021
Page 3

Resources Not Affected

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative. A brief statement explaining why each environmental resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Department of Transportation (DOT) Act: Section 4(f) Resources
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

3.1 General Study Area and Base Maps

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost.

3.2 Description of the Affected Environment

To describe existing conditions, ESA will document and describe the resources and conditions listed below. Each resource category listed in Exhibit 4-1 in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact would be briefly discussed at the beginning of this section of the EA. No further analysis of these resources would be made in the EA. As discussed above, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, Department of Transportation (DOT) Act: Section 4(f) Resources, and Water Resources (Wild and Scenic Rivers subcategory).

3.2.1 Air Quality

3.2.1.1 Data Collection and Attainment Status

This task will involve identifying and describing existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the CAAQS for ozone (O₃) and PM¹⁰. However, the federal action is not subject to a General Conformity analysis and a general conformity determination for the federal criteria pollutants would not be required.

3.2.1.2 Emissions Inventory

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT) [AEDT 3d at the time



Ms. Ashley Helms
December 6, 2021
Page 4

of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations and CalEEMod or other FAA-approved calculation methods for stationary, mobile, and construction-related emissions. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from operational and construction-related sources.

3.2.2 Biological Resources

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the Biological Assessment completed for the Proposed Commercial Airline Service at Bishop Airport Project and additional analysis to determine whether other federally listed threatened or endangered species occur within the GSA.

3.2.3 Climate

In conjunction with Task 3.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

3.2.4 Hazardous Materials, Solid Waste, and Pollution Prevention

Relying upon information collected for the Proposed Commercial Airline Service at Bishop Airport Project EA, ESA will summarize the information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies.

3.2.5 Historical, Architectural, Archaeological, and Cultural Resources

ESA will delineate and describe an APE for the Project. Using the records search for the Proposed Commercial Airline Service at Bishop Airport Project EA, ESA will identify the location of previously recorded resources on and in the vicinity of BIH and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

3.2.6 Land Use

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

3.2.7 Natural Resources and Energy Supply

Using data collected for the Proposed Commercial Airline Service at Bishop Airport Project EA, ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

3.2.8 Noise and Noise-Compatible Land Use

3.2.8.1 Noise Contour Development

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings prepared for the Part 139 Certification Project EA to reflect the aircraft operations at the Airport. The noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.



Ms. Ashley Helms
December 6, 2021
Page 5

This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites and National Register properties (if any) within the general study area.

3.2.8.2 Noise Exposure Estimates

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites and National Register properties (if any) located within the general study area.

3.2.9 Socioeconomics, Environmental Justice, and Children's Environmental Health and Safety Risks

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using the latest U.S. Census Bureau (assumed 2020), state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

3.2.10 Visual Effects

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing airport/aircraft light emissions into nearby light-sensitive areas will be evaluated.

3.2.11 Water Resources

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using information collected for the Proposed Commercial Airline Service at Bishop Airport Project EA. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also identify and describe the regulatory floodplains within the general study area.

TASK 4: ENVIRONMENTAL CONSEQUENCES

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project, Project Alternative, and the No-Action Alternative for the specific impact categories listed in the FAA's 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

Resources Not Affected

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project, Project Alternative, or No-Action Alternative.

- Coastal Resources
- Farmlands
- Section 4(F) Resources
- Water Resources (Wild and Scenic Rivers subcategory)

Study Years and Analysis of Impacts

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: 2024 and 2029.



Ms. Ashley Helms
December 6, 2021
Page 6

4.1 Air Quality

4.1.1 Operational and Construction Emissions

Using the current FAA-approved version of AEDT (AEDT 3d), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary, mobile, and RSA construction-related sources for the Proposed Project and No-Action Alternative for both future EA study years.

4.2 Biological Resources

4.2.1 Biotic Communities

Based on data and information provided in the previously prepared Biological Assessment, potential impacts to habitat and vegetative communities will be quantified. Potential impacts to wildlife will be evaluated qualitatively.

4.2.2 Threatened and Endangered Species

The effect of the Proposed Project and No Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated under this task. Using data and information provided in the previously prepared Biological Assessment, descriptions of the potential use of the general study area by federal and state-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species is not anticipated.

4.3 Climate

Using data developed under Task 4.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO₂e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

4.4 Hazardous Materials

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the Proposed Project, Project Alternative, or the No-Action Alternative. The assessment will qualitatively assess:

- The storage and use of hazardous materials and petroleum-based products during implementation of the Proposed Project or Project Alternative.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

4.5 Historic, Architectural, Archeological, and Cultural Resources

Based on the cultural resources technical report to be prepared by ESA (described under Task 10.1) and the results of SHPO and THPO consultation conducted by the FAA pursuant to Section 106, ESA will evaluate whether the Proposed Project or the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic, architectural, archaeological, and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an



Ms. Ashley Helms
December 6, 2021
Page 7

additional service. If these services will be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

4.6 Land Use

Adverse impacts to land use are not anticipated. ESA will discuss whether the Proposed Project would be inconsistent with approved state and/or local plans and laws.

4.7 Natural Resources and Energy Supply

The impacts of the Proposed Project will be assessed with respect to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

4.8 Noise and Noise-Compatible Land Use

4.8.1 Noise Contour Development

ESA will update the AEDT model inputs used to prepare noise contours for the Part 139 Certification Project EA and employ an updated forecast provided by Inyo County to complete the noise analysis. CNEL 65, 70, and 75 contours for the Proposed Project and No Action Alternative for the 2024 and 2029 study years will be produced. Similar to the noise analysis conducted for the Part 139 Certification Project EA, it is anticipated that helicopter substitutions will be required for the development of the noise contours, requiring FAA authorization. This task does not include the use of supplemental metrics or preparation of a supplemental noise analysis.

ESA will review and update information, inputs, and assumptions used to develop the CNEL contours. This process would primarily consider changes to runway use patterns associated with the Proposed Project and Project Alternative. Changes to fleet mix, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects are not anticipated. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

4.8.2 Construction Noise Analysis

ESA will analyze noise associated with construction equipment operation on local roadways using the California Department of Transportation (Caltrans) Traffic Noise Analysis Protocol (TNAP). Per Caltrans' TNAP construction traffic noise will be modeled using the Federal Highway Administration's (FHWA's) Traffic Noise Model (TNM) using the standard methodologies and significance thresholds. Inputs for the TNM will be developed based on information provided by the Airport.

Noise from construction equipment will be evaluated qualitatively using guidance in the FHWA's Construction Noise Handbook.

4.8.2 Noise Impact Assessment

ESA will calculate the types and amount of land uses within the Proposed Project and No-Action Alternative CNEL 65 dB and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of CNEL 1.5 dB or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would



Ms. Ashley Helms
December 6, 2021
Page 8

experience an increase of CNEL 3 within the CNEL 60 dB contour (but below CNEL 65 dB). Increases of CNEL 3 dB over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.

The noise impact assessment will include the results of the construction traffic and equipment noise analyses.

4.9 Socioeconomic Impacts, Environmental Justice, and Children’s Environmental Health and Safety Risks

4.9.1 Socioeconomics

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information. The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

4.9.2 Environmental Justice

Impacts of the Proposed Project and the No Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS and U.S. Census data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

4.9.3 Children’s Environmental Health and Safety Risks

Impacts of the Proposed Project and the No Action Alternative will be assessed qualitatively with regard to any increased risk related to children’s environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

4.10 Visual Effects

The potential for visual impacts arising from Project construction into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

4.11 Water Resources

The effects of the Proposed Project and the No Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.



Ms. Ashley Helms
December 6, 2021
Page 9

4.11.1 Wetlands

Wetlands have been identified in areas adjacent to the RSA beyond the Runway 12 end. A delineation of these wetlands will be completed under Task 10.2. Potential impacts to jurisdictional and non-jurisdictional wetlands will be discussed and documented under this task. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.

4.11.2 Surface Waters and Ground Water

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts will be assessed and potential mitigation measures will be discussed.

4.11.3 Water Supply

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

4.12 Cumulative Impacts / Other Considerations

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

TASK 5: DRAFT EA

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

5.1 Preliminary Draft EA

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare the PDEA Version 2 for FAA review. Two electronic copies of the PDEA Version 2 (Microsoft Word and PDF format with incorporated figures) will be produced and distributed. Distribution will be made electronically via ESA's DeliverIt file sharing website. Delivery of PDF copies on USB flash drive is optional upon request. ESA anticipates hosting and participating in one web-based video conference with the County and the FAA to discuss comments on the PDEA Version 2.

Deliverables: One (1) PDEA Version 1 in Microsoft Word format (one (1) copy in PDF format with embedded figures); PDEA Version 2 in Microsoft Word format (one (1) copy in PDF format with embedded figures); and one web-based video conference with the County and the FAA.

5.2 Draft EA

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy with figures incorporated will be produced.



Ms. Ashley Helms
December 6, 2021
Page 10

Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to five copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 8 USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

Deliverables: One (1) Administrative Draft EA in PDF format; one (1) Draft EA for publication in PDF format; five (5) printed copies of the Draft EA; and eight (8) PDF copies of the Draft EA on USB flash drive.

5.3 Agency / Public Coordination of Draft EA

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. The County will be responsible for placing the Notice in local newspapers and on the County's website along with the Draft EA. ESA will prepare a Draft EA distribution letter for the County's use in distributing the Draft EA document to the local library for public review. ESA anticipates that the EA will be produced in English only.

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in the city of Bishop. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four ESA staff members will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty (20) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the cost of the space where the Workshop/Hearing will be held.

Deliverables: One (1) Notice of Availability and one (1) Public Hearing Notice in Microsoft Word format; one (1) distribution letter; one combined Public Information Workshop/Public Hearing attended by up to four ESA staff members; meeting materials, including handouts, comment forms, and up to twenty (20) boards; services of one court reporter.

5.4 Draft EA Comment Analysis and Response

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

Deliverables: Draft and final responses to comments from up to 20 two-page comment letters.

TASK 6: FINAL EA REPORT PREPARATION

6.1 Preliminary Final EA

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's DeliverIt file sharing website.



Ms. Ashley Helms
December 6, 2021
Page 11

Deliverables: One (1) PDEA Version 1 in Microsoft Word format (one (1) copy in PDF format with embedded figures); PDEA Version 2 in Microsoft Word format (one (1) copy in PDF format with embedded figures); and one web-based video conference with the County and the FAA.

6.2 Final EA

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) USB flash drives containing a PDF copy of the Final EA.

Deliverables: One (1) Final EA in PDF format; eight (8) printed copies of the Final EA; and ten (10) PDF copies of the Final EA on USB flash drive.

CEQA DOCUMENTATION

TASK 7: CEQA Documentation

7.1 Review of Environmental Resource Categories

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 3 and 4 of this scope of work will be used to help inform this analysis.

7.2 Administrative Draft Initial Study

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's DeliverIt file sharing website. Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation. For purposes of this scope of work, it is anticipated that a Mitigated Negative Declaration (MND) will be the appropriate CEQA document for this project.

Deliverables: One (1) Administrative Draft Initial Study in Microsoft Word and PDF format with incorporated figures; and participation by up to two (2) ESA staff members in one web-based video conference with the County.

7.3 Public Draft Initial Study

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

Deliverables: One (1) public draft Initial Study for publication in PDF format; and five (5) printed copies of the public draft Initial Study. Documents will be delivered in concert with the public draft CEQA document (see Task 7.5).

7.4 Administrative Draft CEQA Document

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.



Ms. Ashley Helms
December 6, 2021
Page 12

ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

Deliverables: One (1) electronic screen check version of the CEQA Document in PDF format; and one (1) electronic final version of the CEQA Document in PDF format.

7.5 Public Draft CEQA Document

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

Deliverables: One (1) public draft CEQA document for publication in PDF format in concert with the public draft Initial Study document (see Task 7.3); fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) State Clearinghouse summary forms, and a completed Notice of Completion (NOC). ESA will submit these documents to the State Clearinghouse. Please note that this assumes that document submittal process will revert to the format previously employed before the pandemic.

7.6 Response to Comments

ESA will create a matrix of comments received from agencies and the public on the Draft IS/MND along with corresponding responses to comments received on up to 20 two-page comment letters. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

Deliverables: Comment matrix in electronic format; draft and final responses to comments from up to 20 two-page comment letters.

7.7 Final CEQA Document and Approval Documents

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/MND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final IS/MND Document. ESA will submit one (1) electronic copy of the final draft IS/MND to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will one (1) electronic PDF copy of the Final IS/MND document.

Deliverables: one (1) electronic copy of the final draft IS/MND in Microsoft Word and PDF format; and one (1) electronic PDF copy of the Final CEQA document.

TASK 8: PROJECT MANAGEMENT - NEPA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes biweekly project management team calls, the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.



Ms. Ashley Helms
December 6, 2021
Page 13

In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

TASK 9: PROJECT MANAGEMENT - CEQA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

TASK 10: PREPARE TECHNICAL STUDIES

Because the RSA Project involves ground disturbing activities, we have included preparation of a cultural resources study in this scope of work. The study will support the EA analyses of proposed project effects to cultural resources, as well as the FAA's consultation with resource agencies for the Proposed Project. In addition, unless otherwise noted in this scope of work, the technical analyses conducted for the EA will be documented in the EA chapters and not as stand-alone technical reports.

10.1 Cultural Resources Technical Report

In order to determine whether the project would cause an adverse effect on Historic Properties as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800, ESA will complete a study that includes an analysis of archaeological resources, and traditional cultural properties. ESA will utilize the previously completed records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside to identify previously recorded cultural resources and studies in the project's Area of Potential Effects (APE) and within a ½ mile radius, which would be anticipated encompass a potential indirect APE generated by the Proposed Project's aircraft noise contours, road segments or intersections affected by project-related traffic, or other indirect environmental effects of the proposed project.

ESA will complete an intensive surface survey of the direct APE to identify archaeological resources and to report on existing site conditions. ESA assumes that the direct APE can be surveyed by two archaeologists in a two-day field effort and that up to two archaeological resources will be identified. Identified archaeological resources will be recorded on Parks and Recreation (DPR) 523 forms. Due to the nature and extent of potentially identified archaeological resources, this scope of work and budget does not include formal evaluation of archaeological resources. If archaeological resources are encountered within the project site and require evaluation pursuant to Section 106, ESA will notify the County to discuss the additional effort required. Should additional effort be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

Based on our previous experience in the County, ESA assumes that one or more Native American tribes may request to attend the field survey and review all documents related to the cultural resources investigation. ESA understands that the FAA will be responsible for consultation with Native American tribes and will facilitate access to the survey upon request from the Native American tribe(s).

ESA will prepare a technical report that identifies architectural resources (built environment), archaeological resources, and traditional cultural properties (as identified through Native American consultation) and meets the requirements of Section 106. In addition to Native American consultation, ESA understands that the FAA will conduct Section 106



Ms. Ashley Helms
December 6, 2021
Page 14

consultation with the State Historic Preservation Officer (SHPO) and, if applicable, Tribal Historic Preservation Officer(s) (THPOs). We assume the FAA will provide documentation of consultation efforts for ESA to summarize in the technical report. Additional assistance with Native American consultation (e.g., tribal consultation under AB 52) can be provided under a separate scope and budget if needed. The technical report will provide the results of the evaluation of the airport and recommendations for additional work regarding archaeological resources, which could include site evaluation, monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.

Deliverables: one (1) electronic copy of the Cultural Resources Technical Report in PDF format.

10.2 Wetlands Delineation

Wetlands were previously identified within the areas in which the RSAs may extend. In order to determine whether the project would cause an adverse effect to wetlands, ESA will conduct a formal aquatic resources delineation to determine the extent of waters subject to Sections 404 and 401 of the Clean Water Act.

Two ESA wetland ecologists will perform a delineation field survey of the project area, as access allows. ESA will conduct the delineation using the methods specified in the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

Following the field survey, ESA will prepare a formal Aquatic Resources Delineation Technical Report for the project area. Following the completion of the technical report, an electronic version of the document will be submitted to Inyo County and the FAA for review and comment. Once ESA has received comments, a final copy will be produced and submitted to Inyo County, the FAA, and USACE for review and verification.

Deliverables: one (1) electronic copy of the Draft Aquatic Resources Delineation Technical Report in PDF format; one (1) electronic copy of the Final Aquatic Resources Delineation Technical Report in PDF format.

Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.



Ms. Ashley Helms
December 6, 2021
Page 15

Budget

ESA has estimated the cost to undertake the proposed scope of work described herein, shown in the attached detailed cost estimate. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Chris Jones at (916) 840-3043 or at cjones@esassoc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Jones".

Chris Jones, AICP
Project Manager

A handwritten signature in black ink, appearing to read "Autumn Ward".

Autumn Ward, CM, ENV SP
Project Director

**Environmental Assessment and Initial Study for Runway Safety Area Improvements at Bishop Airport
ESA Labor Detail and Expense Summary**

| Task # | Task Name/Description | Employee Names | | | | | | | | | | | | | | Subtotal | Senior Associate II | Project Technician III | Project Technician II | Subtotal | Total Hours | Labor Price | | | | |
|--------|--|---------------------|--------------------|-----------------|---------------|------------------------|------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|-----------------------|---------------|----------------|-------------|---------------------|------------------------|-----------------------|-------------|-------------|-------------|-----------------------|-------|--------|------------|
| | | Michael Arnold | Timothy Sturtz | Michael Newland | Brian Pittman | Autumn Ward | Chris Jones | Jeffrey Covert | Patrick Hickman | Stephen Goetzinger | Victoria Hsu | Sean Burlingame | Heidi Koenig | Ashleigh Sims | Joseph Sanders | | | | | | | | Rachel Brownsey | | | |
| | | Senior Director III | Senior Director II | Director III | Director III | Managing Associate III | Managing Associate III | Managing Associate II | Managing Associate II | Managing Associate II | Managing Associate II | Senior Associate II | Managing Associate II | Associate II | Associate II | | | | | | | | Managing Associate II | | | |
| 1.0 | MOBILIZATION AND EARLY COORDINATION | \$ 317.07 | \$ 205.67 | \$ 253.13 | \$ 234.70 | \$ 200.15 | \$ 229.66 | \$ 146.18 | \$163.58 | \$ 175.69 | \$ 174.12 | \$ 144.70 | \$187.74 | \$126.56 | \$ 119.46 | \$ 177.67 | \$ 138.44 | \$ 138.28 | \$ 128.18 | \$ - | \$ - | \$ - | | | | |
| 1.1 | Finalize Project Description | 2 | | | | 4 | 16 | | | | | 4 | | | | | | | | | 8 | 4 | 1,661 | 38.00 | 7,349 | |
| 1.2 | Early Agency Coordination | 2 | | | | 4 | 8 | | | | | | | | | | | | | | | | | | 3,272 | |
| 2.0 | NEPA ENVIRONMENTAL ASSESSMENT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | EA INTRODUCTION, PURPOSE AND NEED, ALTERNATIVES | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | EA Introduction | 1 | | | | 2 | 4 | | | | | | | | | | | | | | | | | | 1,636 | |
| 2.2 | Purpose and Need Statement | 1 | | | | 2 | 8 | | | | | | | | | | | | | | | | | | 2,555 | |
| 2.3 | Alternatives Identification and Evaluation | 1 | | | | 2 | 8 | | | | | | | | | | | | | | | | | | 2,555 | |
| 3.0 | AFFECTED ENVIRONMENT | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 | General Study Area and Base Maps | 1 | | | | 2 | 2 | | 8 | | | | | | | | | | | | | | | | 2,485 | |
| 3.2 | Description of the Affected Environment | | | | | | | | | | | | | | | | | | | | | | | | 830 | |
| 3.2.1 | Air Quality | | 1 | | | | 2 | 8 | | | | 4 | | | | | | | | | | | | | 2,531 | |
| 3.2.2 | Biological Resources | | | | | | 4 | 8 | | | | | | | | | | | | | | | | | 2,088 | |
| 3.2.3 | Climate | | | | | | 2 | 4 | | | | | | | | | | | | | | | | | 1,044 | |
| 3.2.4 | Hazardous Materials, Solid Waste, and Pollution Prevention | | | | | | 2 | 8 | | | | | | | | | | | | | | | | | 1,629 | |
| 3.2.5 | Historical, Architectural, Archeological, and Cultural Resources | | | | | | 2 | | 8 | | | | | | | | | | | | | | | | 1,768 | |
| 3.2.6 | Land Use | | | | | | 2 | | 4 | | | | | | | | | | | | | | | | 1,114 | |
| 3.2.7 | Natural Resources and Energy Supply | | | | | | 2 | 8 | | | | | | | | | | | | | | | | | 1,629 | |
| 3.2.8 | Noise and Noise-Compatible Land Use | | | | | 2 | | | 8 | 16 | | | 8 | | | | | | | | | | | | 5,678 | |
| 3.2.9 | Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks | | | | | | 4 | | 8 | | | | | | | | | | | | | | | | 2,227 | |
| 3.2.10 | Visual Effects | | | | | | 1 | 2 | | | | | | | | | | | | | | | | | 522 | |
| 3.2.11 | Water Resources | | | | | | 2 | 8 | | | | | | | | | | | | | | | | | 1,629 | |
| 4.0 | ENVIRONMENTAL CONSEQUENCES | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 | Air Quality | | | | | | 2 | | 4 | | | 12 | | | | | | | | | | | | | 3,203 | |
| 4.2 | Biological Resources | | | | | | 4 | 8 | | | | | | | | | | | | | | | | | 2,088 | |
| 4.3 | Climate | | | | | | 2 | | 2 | | | 4 | | | | | | | | | | | | | 1,483 | |
| 4.4 | Hazardous Materials | | | | | | 2 | 8 | | | | | | | | | | | | | | | | | 1,629 | |
| 4.5 | Historic, Architectural, Archeological, and Cultural Resources | | | | | 4 | 2 | | | | | | | | | | | | | | | | | | 1,260 | |
| 4.6 | Land Use | | | | | | 2 | | 4 | | | | | | | | | | | | | | | | 1,114 | |
| 4.7 | Natural Resources and Energy Supply | | | | | | 2 | 2 | | | | | | | | | | | | | | | | | 752 | |
| 4.8 | Noise and Noise-Compatible Land Use | | | | | 4 | | | | 16 | | | 8 | | | | | | | | | | | | 4,769 | |
| 4.9 | Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health and Safety Risks | | | | | | 4 | | 4 | | | | | | | | | | | | | | | | 1,573 | |
| 4.10 | Visual Effects | | | | | | 1 | 1 | | | | | | | | | | | | | | | | | 376 | |
| 4.11 | Water Resources | | | | | | 2 | 4 | | | | | | | | | | | | | | | | | 1,044 | |
| 4.12 | Cumulative Impacts and Other Considerations | | | | | 2 | 4 | | 8 | | | | | | | | | | | | | | | | 2,628 | |
| 5.0 | DRAFT EA | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | Preliminary Draft EA | 4 | | | | 4 | 8 | 4 | 4 | | | 8 | | | | | | | | | | | | | 6,303 | |
| 5.2 | Draft EA | 4 | | | | 4 | 8 | 4 | 4 | | | 4 | | | | | | | | | | | | | 5,724 | |
| 5.3 | Agency/Public Coordination | 2 | | | | 2 | 8 | | | | | | | | | | | | | | | | | | 2,872 | |
| 5.4 | Draft EA Comment Analysis and Response | 8 | | | | 8 | 16 | 8 | 8 | 2 | 2 | | | | | | | | | | | | | | 10,990 | |
| 6.0 | FINAL EA | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | Preliminary Final EA | 4 | | | | 4 | 8 | | | | | 4 | | | | | | | | | | | | | 4,485 | |
| 6.2 | Final EA | 4 | | | | 4 | 8 | | | | | | | | | | | | | | | | | | 3,906 | |
| 7.0 | CEQA DOCUMENTATION | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | Review of Environmental Resource Categories | | | | | | 4 | | 8 | | | 2 | | | | | | | | | | | | | 2,576 | |
| 7.2 | Administrative Draft Initial Study | 2 | | | | | 16 | | 24 | | | | | | | | | | | | | | | | 8,235 | |
| 7.3 | Public Draft Initial Study | 2 | | | | | 16 | | 16 | | | | | | | | | | | | | | 8 | 12 | 6,926 | |
| 7.4 | Administrative Draft CEQA Document | 1 | | | | | 8 | | | | | | | | | | | | | | | | | | 2,154 | |
| 7.5 | Public Draft CEQA Document | 1 | | | | | 8 | | | | | | | | | | | | | | | | | | 2,154 | |
| 7.6 | Response to Comments | 2 | | | | | 12 | | 16 | | | | | | | | | | | | | | | | 6,007 | |
| 7.7 | Final CEQA Document and Approval Documents | 1 | | | | | 16 | | | | | | | | | | | | | | | | | | 3,992 | |
| 8.0 | PROJECT MANAGEMENT - NEPA | 4 | | | | 40 | 80 | | | | | | | | | | | | | | | | | | 27,647 | |
| 9.0 | PROJECT MANAGEMENT - CEQA | 4 | | | | | 40 | | | | | | | | | | | | | | | | | | 10,455 | |
| 10.0 | PREPARE TECHNICAL STUDIES | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10.1 | Cultural Resources Technical Report | | | | 4 | | 2 | | | | | | 56 | 56 | | | | | | | | | | | 19,073 | |
| 10.2 | Wetlands Delineation | | | | 8 | | 2 | | | | | | | | | | | | | | | | | | 14,222 | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total Hours | 51 | 1 | 4 | 8 | 94 | 356 | 85 | 138 | 34 | 24 | 36 | 56 | 56 | 40 | 40 | 1023 | 28 | 20 | 68 | 116 | 1,125 | | | | |
| | Total Labor Costs | \$ 16,170.42 | \$ 205.67 | \$ 1,012.51 | \$ 1,877.59 | \$ 18,813.68 | \$ 81,760.32 | \$ 12,425.01 | \$ 22,574.71 | \$ 5,973.63 | \$ 4,178.77 | \$ 5,209.05 | \$ 10,513.40 | \$ 7,087.56 | \$ 4,778.22 | \$ 7,106.78 | \$ 199,687 | \$ 3,876 | \$ 2,765.57 | \$ 8,715.97 | \$ 15,358 | | | | | \$ 215,045 |
| | Percent of Effort - Labor Hours Only | 4.5% | - | 0.4% | 0.7% | 8.4% | 31.6% | 7.6% | 12.3% | 3.0% | 2.1% | 3.2% | 5.0% | 5.0% | 3.6% | 3.6% | 90.8% | 2.5% | 1.8% | 6.0% | 10.3% | 101.2% | | | | |
| | Percent of Effort - Total Project Cost | 7.1% | 0.1% | 0.4% | 0.8% | 8.2% | 35.7% | 5.4% | 9.9% | 2.6% | 1.8% | 2.3% | 4.6% | 3.1% | 2.1% | 3.1% | 90.8% | 1.7% | 1.2% | 3.8% | | | | | 93.9% | |

ESA Labor Cost \$ 215,045

ESA Non-Labor Expenses (see Attachment A for detail)
Reimbursable Expenses \$ 13,918
Subtotal ESA Non-Labor Expenses \$ 13,918

PROJECT TOTAL \$ 228,963

Attachment A
Cost Proposal: ESA Non-Labor Expenses Summary

| Reimbursable Expenses | |
|---|---------------------|
| Project Supplies | \$ - |
| Printing/Reproduction | \$ 3,510 |
| Document and Map Reproductions (CD + Digital Photo) | \$ - |
| Postage and Deliveries | \$ - |
| Mileage | \$ 2,221 |
| Vehicle Rental | \$ 225 |
| Lodging | \$ 1,820 |
| Airfare | \$ 1,200 |
| Other Travel Related | \$ 1,242 |
| Boards and Handouts | \$ 2,500 |
| Court Reporter | \$ 1,200 |
| Subtotal Reimbursable Expenses | \$ 13,918 |
| 0% Fee on Reimbursable Expenses | \$ - |
| Total Reimbursable Expenses | \$ 13,917.96 |

| ESA Equipment Usage | |
|---|-------------|
| General Equipment: | |
| Company Vehicle Usage | \$ - |
| HP Plotter | \$ - |
| Computer Time (GIS) | \$ - |
| Trimble GPS | \$ - |
| Tablet GPS | \$ - |
| Laser level | \$ - |
| Garmin GPS or equivalent | \$ - |
| Laptop Computers | \$ - |
| LCD Projector | \$ - |
| Noise Meter | \$ - |
| Electrofisher | \$ - |
| Sample Pump | \$ - |
| Surveying Kit | \$ - |
| Total Station Set | \$ - |
| Field Traps | \$ - |
| Digital Planimeter | \$ - |
| Cameras/Video/Cell Phone | \$ - |
| Miscellaneous Small Equipment | \$ - |
| Stilling Well/Coring Pipe (3 inch aluminum) | \$ - |
| Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment: | |
| Culvert Flow Meter | \$ - |
| Logging Rain Gage | \$ - |
| Marsh-McBirney Hand-Held Current Meter | \$ - |
| Logging Water Level Logging-Stainless Steel Pressure Transducer | \$ - |
| Logging Water Level -Titanium Pressure Transducer | \$ - |
| Logging Barometric Pressure Logger | \$ - |
| Well Probe | \$ - |
| Bottom-Mounted Tripod / Mooring | \$ - |
| Water Quality Equipment: | |
| Logging Turbidimeter/Water Level Recorder | \$ - |
| Logging Temperature Probe | \$ - |
| Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger | \$ - |
| Refractometer | \$ - |
| YSI Hand-Held Salinity Meter | \$ - |
| Hand-Held Conductivity/Dissolved Oxygen Probe | \$ - |
| Sedimentation / Geotechnical Equipment: | |
| Peat Corer | \$ - |
| 60lb Helly-Smith Bedload Sampler with Bridge Crane | \$ - |
| Suspended Sediment Sampler with Bridge Crane | \$ - |
| Vibra-core | \$ - |
| Shear Strength Vane | \$ - |
| Auger (brass core @ \$ 5/each) | \$ - |
| Boats: | |
| 14 foot Aluminum Boas with 15 HP Outboard Motor | \$ - |
| Single or Double Person Canoe | \$ - |
| 17' Boston Whaler w/ 90 HP Outboard | \$ - |
| Total Equipment Usage Costs | \$ - |

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-4 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/06/2022, and shall not exceed \$228,963.

ESA Cost Breakdown

Runway Safety Area Improvement Project at Bishop Airport

Date 12/6/2021

DIRECT LABOR

| Classification/Title | Name | Range | Hours | Actual Hourly Rate | Fully Burdened Rate | Total |
|------------------------|--------------------|------------|-------|--------------------|---------------------|--------------|
| Senior Director III | Michael Arnold | \$87-\$134 | 51 | \$ 96.35 | \$ 317.07 | \$ 16,170.42 |
| Senior Director II | Timothy Sturtz | \$55-\$73 | 1 | \$ 62.50 | \$ 205.67 | \$ 205.67 |
| Director III | Michael Newland | \$64-\$96 | 4 | \$ 76.92 | \$ 253.13 | \$ 1,012.51 |
| Director III | Brian Pittman | \$64-\$96 | 8 | \$ 71.32 | \$ 234.70 | \$ 1,877.59 |
| Managing Associate III | Autumn Ward | \$54-\$72 | 94 | \$ 60.82 | \$ 200.15 | \$ 18,813.68 |
| Managing Associate III | Chris Jones | \$54-\$72 | 356 | \$ 69.79 | \$ 229.66 | \$ 81,760.32 |
| Managing Associate I | Jeffrey Covert | \$42-\$58 | 85 | \$ 44.42 | \$ 146.18 | \$ 12,425.01 |
| Managing Associate II | Patrick Hickman | \$45-\$60 | 138 | \$ 49.71 | \$ 163.58 | \$ 22,574.71 |
| Managing Associate II | Stephen Goetzinger | \$45-\$60 | 34 | \$ 53.39 | \$ 175.69 | \$ 5,973.63 |
| Managing Associate II | Victoria Hsu | \$45-\$60 | 24 | \$ 52.91 | \$ 174.12 | \$ 4,178.77 |
| Managing Associate I | Sean Burlingame | \$42-\$58 | 36 | \$ 43.97 | \$ 144.70 | \$ 5,209.05 |
| Managing Associate II | Heidi Koenig | \$45-\$60 | 56 | \$ 57.05 | \$ 187.74 | \$ 10,513.40 |
| Associate II | Ashleigh Sims | \$26-\$39 | 56 | \$ 38.46 | \$ 126.56 | \$ 7,087.56 |
| Associate III | Joseph Sanders | \$30-\$50 | 40 | \$ 36.30 | \$ 119.46 | \$ 4,778.22 |
| Managing Associate II | Rachel Brownsey | \$45-\$60 | 40 | \$ 53.99 | \$ 177.67 | \$ 7,106.78 |
| Associate III | Eryn Pimentel | \$30-\$50 | 28 | \$ 42.07 | \$ 138.44 | \$ 3,876.41 |
| Project Technician III | James Songco | \$38-\$60 | 20 | \$ 42.02 | \$ 138.28 | \$ 2,765.57 |
| Project Technician III | Kristine Olsen | \$30-\$39 | 68 | \$ 38.95 | \$ 128.18 | \$ 8,715.97 |

1,139 Total

\$215,045

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Overhead and G&A

Rate
143.95%

FEE EXPENSES

Rate
12%

\$13,918

OTHER COSTS

\$0

TOTAL COST

\$228,963

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF TRAVEL AND PER DIEM

Travel expenses, including airfare, vehicle rental and lodging will be reimbursed at actual cost, up to the limits outlined in *Attachment A – Cost Proposal: ESA Non-Labor Expenses Summary*, on the final page of Attachment A-4 to the contract. Mileage will be reimbursed at the IRS rate, and per diem at the GSA Per Diem Rate (for Inyo County) for the year in which the travel occurs.

INYO COUNTY FILM COMMISSION
MID YEAR WRITTEN REPORT
JULY TO DECEMBER 2021



11' Armored Cavalry Regiment, Ft. Irwin, CA
Promotional film after appearance 2021 Mule Days Weekend

Christopher Langley
Inyo Film Commissioner
Box 99
141 South Lakeview Street
Lone Pine, California 93545

THANKS TO SMOKE AND SURGING PANDEMIC, THE END OF 2021 FILMING YEAR WAS VERY SLOW WITH SIGNIFICANT CHALLENGES

1. GENERAL OVERVIEW

Sadly, it has been a very disappointing six months. One of two biggest factors has been the months of poor visibility from the California fire season smoke. In fact, veteran location scout and friend Geoff Jenks scouted for a project in the Owens Valley in the period and he got decent shots. The client however wanted a good shot of Mt. Whitney and the Eastern Sierra escarpment.

Although he waited a day or two the smoke continued to obscure the famous peak. He asked me to let him know when I thought it would become visible again, I called him and said I hadn't forgotten him, but the air had not cleared enough yet. He finally became discouraged, and the producer decided they would have to go elsewhere.

The second challenge was Covid 19. Our infection rate burgeoned until we became one of the highest disease surges in a county not just in California but in the entire country. While filming companies have learned to live with the virus relying on a specially trained official in charge, the fame was well known, if a misleading and unfair statistic. We were back in the old days of 2020.

2. THE CHALLENGES OF INYO NATIONAL FOREST PERMITS

I got a call from Alicia Vennos, Film Commissioner for Mammoth and Mono County telling me Inyo National Forest was meeting to consider changing things about forest permits, including price and number of days to "turn" a permit. I had begun to hear about it from other sources, but a location scout came to tell me the terms for getting a permit was now three weeks.

But the news from Alicia was they had had a meeting and were talking in terms of 30 or 45 days. Alicia had heard this from people in the INF and she had been told it was a consideration coming from the Leadership Team. Because 80 percent of her business is commercial involving the Forest locations this was highly worrisome. Commercial administration is based on two weeks turn around to double it would probably cut off most of her inquiries and projects, eventually stopping them entirely. In Inyo we also are affected but because of the geography

and accessing forest locations it would be significantly cutting down our business. Because forest located commercial business is so much less here, the impact would still hurt but not to the degree it will hurt Mono.

She asked if I wanted to sit in on a conference call and I said absolutely. I am not certain if the people we spoke to were fully cognizant of the impact of the proposed would have on our business. I did not know them, but she did, and it was a friendly discussion. They went in to quite a bit of detail explaining the problem and the possible solutions. We had figured it was workload, personnel and the challenges presented. They explained the extension was developed by the Leadership Team, and I had the definite feeling these people were from outside our area. Alicia and I had tried to brainstorm possible ways we could help to reduce paperwork, develop new strategies, and generally be sympathetic in looking at other ways to deal with their situation

The Forest Personnel seemed open to new ideas although some suggestions were impossible because of bureaucratic impasses, policies, or specific Forest Service rules. They did see some possibilities, however. As an example, they had four unfilled positions involved with permit processes, three of which were already funded I believe. The problem is the applicants with families seemed resistant to locating in Mono or Inyo because of housing, truncated services, and recreational opportunities. I was surprised by this because I would think forest employees would love to be near such a great forest landscape. At the time of our talk none of the positions have been filled. Perhaps that has improved.

At any rate the team informed us they would have to take it back to their leadership team for further consideration and that would take months. I came away more pessimistic than Alicia, but she knows these folks better. Sadly, Alicia lost her husband during the holidays and I haven't called her about any developments.

3. BLM DEALS WITH VIRGINIA SUPREME COURT RULING

The Bureau of Land Management also has been needing to address efficiency in their permitting process. While several people have left, slowly new faces are appearing. Implementation of the new National Scenic Area Management Plan is proceeding, perhaps slower than they hoped, but "Day-use only" signs are in place on the west side of Movie Road. Although this might be disappointing or

inconvenient for visitors, it is good for the land. Reducing campsites to no more than fifty is also proceeding. I have not heard too much complaining. In fact, there has been appreciation expressed as “good for the beauty and health of the beautiful landscape.”



Larry Primosch is serving as interim permitting agent. His process (approved by lawyers and Judicial officials) is to meet with everyone inquiring about a permit and if their cast and crew is less than fifteen and he feels the resource will not be damaged. They must be aware of the current safety requirements placed on our county by the Inyo Health Department, they can go ahead with their project and film WITHOUT a formal permit. To my knowledge this seems to be working satisfactorily. Since Larry is interim, I assume at some time he will be replaced. Larry has been a faithful steward of the land and should be complemented.

4. NEW EMPLOYEES MEET TURN-OVER IN PERSONNEL

As I mentioned above, there are new faces coming on board. I met one a week ago who was attending to holes in the asphalt in the southern end of Movie Road with a smile and information for people visiting the land. This included a location scout I was working with. He was very impressed by his help and the man's positive attitude. He had actually been around for maybe a year, but I stopped both to thank him and see if he had any problems, I could help him with. He was a good, knowledgeable welcoming face to our beautiful land who I enjoyed talking with.

5. COVID PANDEMIC PROTOCOLS

I needed to be out in the Alabama Hills for the director's scout of an MJZ project. There were more cars than I had ever seen before, at least twenty, in the parking area at the corner of Whitney Portal Road and Movie Road. The cars were evenly split in two directions, some up towards the Portal and the others pointed down Movie Road. The director was holding forth, as they often do and the Location Manager was trying to get them all headed in the same direction of the first



location. I knew that the locations we had found were in both directions. Before I could turn around the Covid Officer was on me taking my temperature. Then he handed me a COVID kit. He showed me how to attach it to my belt for easy access.

He explained everyone had to drive up here individually and everyone had passed a covid test the night before. They would be tested every morning. He was polite, insistent, and well informed. I felt really good about how the company was handling the “new normal.” Oh, everyone got turned in the correct direction as the director continued to hold forth and things became both calm and efficient quickly.

6. HORSE CAVALRY

I volunteered to help the Bishop production company Laughing Parrot



Productions live stream Mule Days this year for four days. At direction from the camera person/director/producer I got to press buttons which switched to various cameras. I became adept at pressing four buttons! We connected with the 11th Cavalry from Fort Irwin and they wondered if the film company could do a promotional video to promote their nine-horse company. Owner Jason Brown was thrilled to volunteer to do that and for two different locations they worked all day getting exciting actions shots “in the can.” The soldiers are great guys and brought quality riding, patriotism, and color both to Mule Days and that day out in the Alabamas. I saw some of the unedited footage and it is both exciting

and informative.

7. MJZ MARKETING SERVICES

MJZ is a large production company and often has more than twenty commercials in various stages of production at the same time. They shot a large commercial mentioned above in consideration of Covid protocol, and now as I write the same location scout I know is back. The commercial crew was large and helped fill up



motels for two days. The company had wanted pine trees, but no snow. We obviously have the pines, but after the recent storms there are no trees without snow. I told them there was a crew here two years ago wanting snow on the runways of the airport. They brought in large trucks with blocks of ice. They said now don't laugh about it, but it was hard not to. They ground up the blocks and

blew the granular ice on the runway. The only problem was it was July and 104 on the pavement. The ice went from solid to vapor and skipped the liquid stage.

Working with film lends itself to either exasperation or frustration. Snow in July and no snow on the pines in January. We did offer bare hardwood trees with no snow, behind Anchor Ranch but that was a "no go."

8. A NEW MJZ PROJECT: ELECTRIC VEHICLE.

This time MJZ is looking for an independent service station near a highway. The scene is an electric car driving by not having to stop because the range of the vehicles has been significantly increased. The bureaucracies of Chevron, Mobil, and Texaco want no part of a commercial that shows the new technologies replacing the products they have sold successfully for years. I told the scout about Giggle Springs but the two local stations (Mojave, Bishop) do not lend themselves to clear images of drive byes. The Reservation gas stations are possibilities and even Manor Market is being scouted as I write.

9. IMMEDIATE FUTURE

It is no news that we are still heavily affected by the COVID pandemic. I worry because scientists have a way to go before they use up all the Greek letters of the alphabet on variants. The film making industry has adapted to the virus protocols, but they are all wondering when the pandemics will subside or is this the "new normal." One thing is for sure, they will be here again when the daily headlines don't have to trumpet increased hospitalizations and deaths.

In the last six months I estimate we have had ten large and small projects that got the job done. It is a changing world for sure and none of us know how and when the health climate will become more accommodating to the film industry. All told the last six months may have seen about a million dollars left behind in our economy. It is difficult to be sure of that estimate, but nothing comparable to the days of yore. In the meantime, I know the film people love to come to Inyo County for its amazing and rare locations and breathing in the air from wide-open spaces. Makes important social distancing much easier.

10. AMAZON PRODUCTION OF “ENCOUNTER “(ORIGINALLY CALLED “INVASION”) STREAMS ON PRIME CHANNEL

Photos by Manuel Ruiz

You may remember when we had an Amazon Original film here with Oscar nominated best actor Riz Ahmed starring. It is now streaming on Amazon Prime with the new title “Encounter.” It is a somewhat strange yet well produced film with Main Street Lone Pine and lots of local locations in it.



11. NEW PHOTOGRAPHS

In the meantime, I have set the goal of rephotographing the locations, refreshing my “bank” and coming up with a snappy look for a website

12.THE NEAR FUTURE

There has been a sense of an uptick in the census of projects coming to the desert, plus a lot of ideas and changing formats. We do still have the “rumor” of a Super bowl commercial with a somewhat corny concept and four recognizable stars. Probably the stars will not come on location, but we will know for sure during the broadcast of the game interspersed with commercials. Let me know when you see those identifiable yellow signs indicating the way to something filming. Monitoring continues but once before a Super Bowl commercial snuck through without getting proper permits. That’s a “no no.” Here’s to better year in 2022.



Mike Errante, Public Works Director
Ashley Helms, Deputy Director of Airports

DEPARTMENT OF PUBLIC WORKS

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

SOUTHERN INYO AIRPORT ADVISORY COMMITTEE MEETING AGENDA

MEETING DATE: January 26, 2022 7:00 A.M.
LOCATION: Zoom Meeting

Board Clerk

- I. Call to order
- II. Approval of minutes from the October 27, 2021 Meeting
- III. Business
 - Hangar Updates
 - FAA News
 - Airport Operations Report

A. Budget Review: Existing funds as of 12/31/21

Lone Pine Death Valley Airport

Operating

Significant expenditures excluding payroll:

Oct. – Dec. 2021

Revenue is listed on attached Account Director's Reports

\$322.50 Preferred Septic (Portable Toilet)
\$808.14 Ascent Aviation (Fuel Truck Lease)
\$1,290.76 (Building & Maintenance)
\$35.35 (Steve's Auto, Misc. Parts)
\$301.80 (Blue Globes, Inc.)
\$14.65 (High Country Lumber, Misc. Parts)
\$40.00 (AirNav Online Advertising)
\$416.81 (Grainger)
\$422.45 (Credit Card Fees)
\$1,135.34 (Utilities: Frontier, MCI & LADWP)
\$22,921 (Fuel)

Lone Pine Death Valley Airport Fuel Sales:

Oct. – Dec. 2021

October 2021:

100LL: 2,210.67 Gallons / \$10,589.81 in Sales
Jet A: 402.0 Gallons / \$1,477.59 in Sales

November 2021:

100LL: 786.85 Gallons / \$3,875.95 in Sales
Jet A: 370.0 Gallons / \$1,359.98 in Sales

December 2021:

100LL: 494.16 Gallons / \$2,485.61 in Sales
Jet A: 451.0 Gallons / \$1,833.78 in Sales

**Lone Pine Death Valley Special Aviation
Special Aviation**

Significant Expenditures excluding payroll:

Oct. – Dec. 2021

None

**Independence Airport
Operating**

Significant Expenditures excluding payroll:

Oct. - Dec. 2021

\$324.84 Preferred Septic (Portable Toilets)
\$60.39 Building & Maintenance

**Independence Airport Special Aviation
Special Aviation**

Significant Expenditures excluding payroll:

Oct. – Dec. 2021

\$291.58 (Utilities: LADWP)

IV. Adjourn Meeting, the next meeting is April 27, 2022

David called to order at 7:10

Lynne made motion to accept minutes, Jeff second

Discussed moving BA 2 to Lone Pine. Who could fuel aircraft in LP? Public Works employees based down there, Jeff as a volunteer?

Hangar Updates – Should we keep one empty to rent out for a daily or weekly rate?

Terminal – discussions of sharing a new terminal building with the SO, share funding

Steve – weeding at both airports, new wind socks, clock on Avgas tank

Jeff – run down of the Lone Pine Fly-In. 53 aircraft registered, some were not able to attend due to the weather. 25 aircraft overnight on Saturday. Fly outs on Saturday.

Budget review

Jeff – working towards a 501c3: Friends of the Lone Pine Airport. It would be eligible for County funds for projects, potential repair projects for the existing terminal and Tunnel Meadows Hangar.

David adjourned the meeting at 8:37.

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150500,150600 ; OBJECT: 4331-4819
 BUDGET: WORKING; OBJECT and Budgets shown

| FUND | FUND | Title | BUDUNIT | BUDUNIT Title | Account Director | | | | | | |
|--------|----------------------|-------------|----------|---------------|--------------------------------|--------------|-----------------|----------------|---------------------------|-------------|-------|
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | |
| OBJECT | OBJECT | Trans Desc. | Date | Primary Ref. | Income Expense | Encumbrances | Account to Date | WORKING Budget | Budget Minus Acct-To-Date | % Of Budget | Note |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| 1505 | LP/DV AIRPPORT | | | 150500 | LONE PINE/DEATH VALLEY AIRPORT | | | | | | |
| 4331 | AUTO PARKING | | 10/01/21 | Prior | 810.00 | 0.00 | 810.00 | 2,300.00 | 1,490.00 | 35.2 | |
| | CR R#608599-600 WHIT | | 10/18/21 | CR126999 | 135.00 | | | | | | |
| | CR R#608609, 608611 | | 10/25/21 | CR127146 | 90.00 | | | | | | |
| | CR R#608609, 608611 | | 10/25/21 | CR127146 | 90.00 | | | | | | |
| 4331 | AUTO PARKING | | NEW OBJ | TOTAL* | 1,125.00* | 0.00* | 1,125.00* | 2,300.00* | 1,175.00 * | 48.9 | |
| 4333 | HANGER RENT | | 10/01/21 | Prior | 4,340.00 | 0.00 | 4,340.00 | 26,470.00 | 22,130.00 | 16.4 | |
| | CR R#608587 MARSHALL | | 10/05/21 | .CR126819 | 840.00 | | | | | | |
| | CR FRONTIER MOTEL | | 10/14/21 | CR126965 | 510.00 | | | | | | |
| | CR R#608595-597 HANG | | 10/14/21 | CR126978 | 1,440.00 | | | | | | |
| | CR R#608599-600 HANG | | 10/18/21 | CR126999 | 1,440.00 | | | | | | |
| | CR R#608609, 608611 | | 10/25/21 | CR127146 | 510.00 | | | | | | |
| | CR I#739 L. MARSHALL | | 10/28/21 | CR127228 | 90.00 | | | | | | |
| | CR R#608716 G.RITCHI | | 12/02/21 | CR127879 | 510.00 | | | | | | |
| | CR R#608727 F.MEYER | | 12/16/21 | CR128180 | 510.00 | | | | | | |
| 4333 | HANGAR RENT | | NEW OBJ | TOTAL* | 10,190.00* | 0.00* | 10,190.00* | 26,470.00* | 16,280.00 * | 38.5 | |
| 4334 | TIE DOWN FEES | | 10/01/21 | Prior | 337.00 | 0.00 | 337.00 | 1,200.00 | 863.00 | 28.1 | |
| | CR 9/1-30/21 R#60747 | | 10/04/21 | CR126787 | 150.00 | | | | | | |
| | CR LONE PINE AIRPORT | | 10/13/21 | CR126936 | 460.00 | | | | | | |
| 4334 | TIE DOWN FEES | | NEW OBJ | TOTAL* | 947.00* | 0.00* | 947.00* | 1,200.00* | 253.00 * | 78.9 | |
| 4338 | RAMP FEES | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | 400.00 | 400.00 | | |
| 4338 | CALIFORNIA AIR CHART | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | 400.00* | 400.00 * | | |
| 4401 | STATE AID FOR AVIATI | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | | | | |
| 4401 | STATE AID FOR AVIATI | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | * | | |
| 4555 | FEDERAL GRANTS | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | 9,000.00 | 9,000.00 | | |
| 4555 | FEDERAL GRANTS | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | 9,000.00* | 9,000.00 * | | |
| 4562 | COUNTY CONTRIBUTION | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | | | | |
| 4562 | COUNTY GENERAL CONTR | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | * | | |
| 4676 | RESTITUTION | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | | | | |
| 4676 | RESTITUTION | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | * | | |
| 4819 | SERVICES & FEES | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | 360.00 | 360.00 | | |

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150500,150600 ; OBJECT: 4331-4819
 BUDGET: WORKING; OBJECT and Budgets shown

| FUND | FUND | Title | BUDUNIT | BUDUNIT Title | Account Director | | | | | | |
|--------|---------------------|-------------|---------|--------------------------------|------------------|--------------|-----------------|----------------|---------------------------|-------------|-------|
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | |
| 1505 | LP/DV AIRPPORT | | 150500 | LONE PINE/DEATH VALLEY AIRPORT | | | | | | | |
| OBJECT | OBJECT | Trans Desc. | Date | Primary Ref. | Income Expense | Encumbrances | Account to Date | WORKING Budget | Budget Minus Acct-To-Date | % Of Budget | Note |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| 4819 | SERVICES & FEES | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | 360.00* | 360.00 | * | |
| | ** TOTAL REVENUE ** | | | | 12,262.00* | 0.00* | 12,262.00* | 39,730.00* | 27,468.00 | * | 30.9 |
| | LP/DV AIRPPORT | | FUND | REVENUE TOTAL* | 12,262.00* | 0.00* | 12,262.00* | 39,730.00* | 27,468.00 | * | 30.9 |

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150500,150600 ; OBJECT: 4331-4819
 BUDGET: WORKING; OBJECT and Budgets shown

| FUND | FUND | Title | BUDUNIT | BUDUNIT Title | Account Director | | | | | | |
|--------|--------------------------------|-------------|---------|----------------|-------------------------------|--------------|-----------------|----------------|---------------------------|-------------|-------|
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | |
| OBJECT | OBJECT | Trans Desc. | Date | Primary Ref. | Income Expense | Encumbrances | Account to Date | WORKING Budget | Budget Minus Acct-To-Date | % Of Budget | Note |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| 1506 | LONE PINE/DEATH VALLEY AIR-SPC | | | 150600 | LONE PINE/DEATH VALLEY AIR-SP | | | | | | |
| 4401 | STATE AID FOR AVIATI | 10/01/21 | Prior | | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 | | |
| 4401 | STATE AID FOR AVIATI NEW OBJ | | | TOTAL* | 0.00* | 0.00* | 0.00* | 10,000.00* | 10,000.00 | * | |
| 4604 | PROPERTY TAX ADMIN F | 10/01/21 | Prior | | 0.00 | 0.00 | 0.00 | | | | |
| 4604 | PROPERTY TAX ADMIN F NEW OBJ | | | TOTAL* | 0.00* | 0.00* | 0.00* | | | * | |
| 4676 | RESTITUTION | 10/01/21 | Prior | | 0.00 | 0.00 | 0.00 | | | | |
| 4676 | RESTITUTION NEW OBJ | | | TOTAL* | 0.00* | 0.00* | 0.00* | | | * | |
| | ** TOTAL REVENUE ** | | | | 0.00* | 0.00* | 0.00* | 10,000.00* | 10,000.00 | * | |
| | LONE PINE/DEATH VALL FUND | | | REVENUE TOTAL* | 0.00* | 0.00* | 0.00* | 10,000.00* | 10,000.00 | * | |

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400 ; OBJECT: 4331-4819
 BUDGET: WORKING; OBJECT and Budgets shown

| FUND | FUND | Title | BUDUNIT | BUDUNIT Title | Account Director | | | | | | | |
|--------|---------------------------|-------------|----------|----------------|----------------------|--------------|-----------------|----------------|---------------------------|-------------|-------|-------|
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| OBJECT | OBJECT | Trans Desc. | Date | Primary Ref. | Income Expense | Encumbrances | Account to Date | WORKING Budget | Budget Minus Acct-To-Date | % Of Budget | Note | |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | |
| 1503 | INDY AIRPORT OPERATING | | | 150300 | INDEPENDENCE AIRPORT | | | | | | | |
| 4331 | AUTO PARKING | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | | | | | |
| 4331 | AUTO PARKING | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | | * | | |
| 4333 | HANGER RENT | | 10/01/21 | Prior | 780.00 | 0.00 | 780.00 | 3,120.00 | 2,340.00 | 25.0 | | |
| 4333 | HANGAR RENT | | NEW OBJ | TOTAL* | 780.00* | 0.00* | 780.00* | 3,120.00* | 2,340.00 * | 25.0 | | |
| 4334 | TIE DOWN FEES | | 10/01/21 | Prior | 78.00 | 0.00 | 78.00 | 150.00 | 72.00 | 52.0 | | |
| 4334 | TIE DOWN FEES | | NEW OBJ | TOTAL* | 78.00* | 0.00* | 78.00* | 150.00* | 72.00 * | 52.0 | | |
| 4401 | STATE AID FOR AVIATI | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | | | | | |
| 4401 | STATE AID FOR AVIATI | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | | * | | |
| 4801 | WATER SERVICE | | 10/01/21 | Prior | 0.00 | 0.00 | 0.00 | | | | | |
| 4801 | WATER SERVICE | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | | * | | |
| | ** TOTAL REVENUE ** | | | | 858.00* | 0.00* | 858.00* | 3,270.00* | 2,412.00 * | 26.2 | | |
| | INDY AIRPORT OPERATI FUND | | | REVENUE TOTAL* | 858.00* | 0.00* | 858.00* | 3,270.00* | 2,412.00 * | 26.2 | | |

SORT ORDER: OBJECT within NEW OBJ within BUDUNIT within FUND

SELECT BUDGET UNIT: 150300,150400 ; OBJECT: 4331-4819
 BUDGET: WORKING; OBJECT and Budgets shown

| FUND | FUND | Title | | | BUDUNIT | BUDUNIT Title | | | Account Director | | |
|--------|-------------------------------|-------------|----------|----------------|----------------|--------------------------------|-----------------|----------------|---------------------------|-------------|-------|
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| OBJECT | OBJECT | Trans Desc. | Date | Primary Ref. | Income Expense | Encumbrances | Account to Date | WORKING Budget | Budget Minus Acct-To-Date | % Of Budget | Note |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| 1504 | INDY AIRPORT SPECIAL AVIATION | | | | 150400 | INDEPENDENCE AIRPORT - SPECIAL | | | | | |
| 4401 | STATE AID FOR AVIATI | | 10/01/21 | Prior | | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 | |
| 4401 | STATE AID FOR AVIATI | NEW OBJ | | TOTAL* | | 0.00* | 0.00* | 0.00* | 10,000.00* | 10,000.00 | * |
| 4499 | STATE OTHER | | 10/01/21 | Prior | | 0.00 | 0.00 | 0.00 | | | |
| 4499 | STATE OTHER | | | NEW OBJ | TOTAL* | 0.00* | 0.00* | 0.00* | | | * |
| | ** TOTAL REVENUE ** | | | | | 0.00* | 0.00* | 0.00* | 10,000.00* | 10,000.00 | * |
| | INDY AIRPORT SPECIAL FUND | | | REVENUE TOTAL* | | 0.00* | 0.00* | 0.00* | 10,000.00* | 10,000.00 | * |