



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

REGULAR MEETING September 5, 2023

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

Start Time

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

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 A.M.**
- 3) **Pledge of Allegiance**
 - 4) **Report on Closed Session as Required by Law**
 - 5) **Introductions** - The following new employees will be introduced to the Board: Julie Berry, Public Health Nurse-Corrections, and Leticia L. Gonzales, Prevention Specialist, HHS; and Deputy Sheriff Rashell Gosvener.
 - 6) **Public Comment**
Comments may be time-limited
 - 7) **County Department Reports**

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

- 8) **2023-2024 GANN Appropriation Limit**
Auditor-Controller | Amy Shepherd

Recommended Action: Approve and authorize the Chairperson to sign Resolution No. 2023-25, accepting the calculations of the appropriation limitation for the County of Inyo for Fiscal Year 2023-2024.
- 9) **2023-2024 Property Tax Rates**
Auditor-Controller | Amy Shepherd

Recommended Action: Approve and authorize the Chairperson to sign Resolution No. 2023-26 setting the property tax rates for 2023-2024, per California Government Code Section 29100.
- 10) **Board of Supervisors Meeting Minutes**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Approve the minutes from the regular Board of Supervisors meeting of August 15, 2023 and the special Board of Supervisors meeting of August 25, 2023.
- 11) **Mt. Whitney Cemetery District Appointments**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action: Reappoint Ms. Marlene Cierniak, Ms. Irene Kritz, and Ms. Donna Gruenewald to the Mt. Whitney Cemetery District Board of Trustees, each to three-year terms ending May 31, 2027. (*Notice of Vacancy resulted in requests for reappointment from the three individuals listed.*)

12) **Certified Unified Program Agency (CUPA) Agreement Approval**

Environmental Health | Jerry Oser

Recommended Action: Ratify and approve the contract between the County of Inyo and County of Mono for the provision hazardous materials program management services, in an amount not to exceed \$300,000 (or \$100,000 in any fiscal year) for the period of July 1, 2023 to June 30, 2026, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson to sign.

13) **CDA Digital Connections No-Cost Agreement**

Health & Human Services - Social Services | Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

Recommended Action: Approve the no-cost Standard Agreement with the California Department of Aging for the Digital Connections program for the term beginning February 1, 2023 through September 30, 2024, and authorize the HHS Director to sign the contract documents.

14) **Correction to Board Order and Minutes Regarding Fountainhead Consulting Agreement Amendment No. 4**

Public Works | Michael Errante

Recommended Action: Approve amendments to the February 21, 2023 Board Order and corresponding meeting minutes regarding approval of Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, to reflect the scope of the amendment.

15) **Construction Contract for the Lone Pine Airport Taxiway A Resurfacing Project**

Public Works - Airports | Ashley Helms

Recommended Action:

- A) Award the contract for the Taxiway A Resurfacing Project at the Lone Pine Airport to Maxwell Asphalt, Inc. of Salt Lake City, UT as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Maxwell Asphalt, Inc. of Salt Lake City, UT in the amount of \$158,627.50, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and approval of the 2023-2024 budget;
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws; and
- D) Approve Resolution No. 2023-27, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Submittal of Applications, Accepting Allocation of Funds, and Authorizing the Execution of Grant Agreements with the California Department of Transportation for an Airport Improvement Program (AIP) Matching Grant," and authorize the Chairperson to sign.

16) **Commercial Hangar Lease Agreement with REACH Air Medical at the Bishop Airport**

Public Works - Airports | Ashley Helms, Deputy Public Works Director - Airports

Recommended Action: Approve and ratify the lease agreement between the County of Inyo and REACH Air Medical Services, LLC DBA Cal-Ore Life Flight, LLC of Sacramento, CA for the real property described as 770 Airport Rd., Bishop CA, for an amount in year one of \$3,800 per month for the period of January 1, 2023 to December 31, 2027, with four two-year options to extend through December 31, 2035, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.

REGULAR AGENDA

17) **Support for Caltrans' Reconnecting Communities: Highways to Boulevards Grant Application**

County Administrator | Elaine Kabala

15 minutes (5min. Presentation / 10min. Discussion)

Recommended Action:

- A) Consider the Concept Application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevards Grant (Cal RC:H2B Grant);
- B) Approve Resolution No. 2023-28 authorizing the Eastern Sierra Council of Governments to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant; and
- C) Authorize the Chairperson to sign a Letter of Support as a grant Co-Applicant for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant.

18) **Letter to Housing and Community Development on Veterans Housing Program**

County Administrator | Jeff Griffiths

10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: Approve the letter to the state Department of Housing and Community Development (HCD) raising concerns about the Lead Service Provider Requirements of the Veterans Housing and Homelessness Prevention Program (VHHP) and authorize the Chairperson to sign.

19) **Request to Change Ownership for Commercial Cannabis Permit 000140**

Agricultural Commissioner | Nathan Reade

5 minutes (2min. Presentation / 3min. Discussion)

Recommended Action: Approve a request a change in ownership for commercial cannabis business license number 000140, NanoFarms, LLC.

20) **Emergency Medical Services Update**

County Administrator | Nate Greenberg
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action: This is an informational item, however, the Board may provide direction to staff as appropriate.

21) **Tropical Storm Hillary Update**

County Administrator | Nate Greenberg, Mikaela Torres, Tim Bachman, Shannon Platt, Anna Scott
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action: This is an informational item, however, the Board may provide direction to staff as appropriate.

22) **Presentation on Regional Air Service and the Bishop Airport from Inyo County Airport Management, Mammoth Lakes Tourism, and Airplanners Consultants**

Public Works | Ashley Helms
60 minutes (30min. Presentation / 30min. Discussion)

Recommended Action: Receive joint presentation on regional air service and the Bishop Airport.

CORRESPONDENCE - ACTION

23) **Request from Inyo Fish & Game Commission**

Board of Supervisors | Assistant Clerk of the Board

Recommended Action: A) Direct staff to draft and send a letter to the California Fish and Game Advisory Commission requesting the reinstatement of printed copies of the California Fishing Regulations Booklet; and B) authorize the Inyo County Fish and Wildlife Advisory Commission to send a similar letter.

ADDITIONAL PUBLIC COMMENT & REPORTS

24) **Public Comment**

Comments may be time-limited

25) **Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

26) **Auditor-Controller** - Actual count of money in the hands of the Treasurer made on August 24, 2023.

27) **Treasurer-Tax Collector** - Treasury Status Report for the Quarter Ending June 30, 2023.

28) **California Highway Patrol** - Report regarding the release of hazardous material into Bishop Canal on August 19, 2023 as a result of a vehicle collision, pursuant to Health and Safety Code Section 25180.7 (Proposition 65).



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4021

2023-2024 GANN Appropriation Limit Auditor-Controller ACTION REQUIRED

ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign Resolution No. 2023-25, accepting the calculations of the appropriation limitation for the County of Inyo for Fiscal Year 2023-2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The “appropriation limit” established by Article XIII-B of the State Constitution, effective July 1, 1980, and amended by Proposition 111 as of June 1990 has been calculated by the Auditor-Controller for the 2023-2024 fiscal year. The calculation was performed pursuant to the “Article XIII-B Appropriation Procedure Guidelines for California Counties” written by the Accounting Standards and Procedures Committee, November 1990. The County is well within its appropriation limit using the Prop. 111 alternative indexes. The current “cushion” between the 2023-2024 proposed proceeds of taxes and the calculated 2023-2024 limitation is \$ 22,612,810.00.

On November 6, 1979, the California Electorate approved Proposition 4, also known as the Gann Amendment. At that time, Proposition 4 then became Article XIII-B of the California Constitution. On June of 1990 the voters passed Proposition 111, which updates the States’ appropriation limit to allow for new funding for priority State programs, while still providing an overall limit on State and local spending. The Prop. 111 amendment allowed for an alternative index and additional appropriation exemptions.

After reviewing the County’s Proposed Budget including estimated tax revenues and associated costs by functional grouping, the Auditor-Controller has determined that the 2023-2024 Proposed Budget is within the “appropriation limit.”

Periodic review of actual revenues and expenditures will be made during the year in order to insure that the County remains in compliance with Article XIII-B.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011900
Budgeted?	Yes	Object Code	various
Recurrence	Annually		
Current Fiscal Year Impact			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not adopt the resolution accepting the Gann limit calculation. This is not recommended since the Gann limit applies under Article XIII of the California Constitution whether the calculation has been accepted by resolution or not.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. GANN Limit 2023-2024 -Attachment A
2. GANN Limit 2023-2024 -Workbook 2023 Attachment B GANN Calculation
3. GANN Limit Resolution 2023-2024

APPROVALS:

Christie Martindale	Created/Initiated - 8/24/2023
Darcy Ellis	Approved - 8/24/2023
Christie Martindale	Approved - 8/24/2023
John Vallejo	Approved - 8/24/2023
Amy Shepherd	Approved - 8/31/2023
Nate Greenberg	Final Approval - 8/31/2023

**ATTACHMENT A
STATEMENT OF INYO COUNTY GANN LIMIT CALCULATIONS
FOR THE TAX YEAR 2023-2024**

	2021-2022 Limit	Population Change	Per Capita Change	2022-2023 Limit	Population Change	Per Capita Change	2023-2024 Limit
	-						
INYO COUNTY	50,265,823.00	0.99960	1.0755	54,039,268	0.9984	1.0444	56,348,310
				-			
				-			

**GANN Limit Calculation Updated to Include State Subventions
Based on Projected Revenues
Fiscal Year Ending June 30, 2024**

	Projected FY 23-24
Current Secured Taxes - 4001	15,605,000
Current Unsecured Taxes - 4004	1,164,000
Current Unsecured Aircraft Tax - 4005	25,000
SB813 Distributions - 4008	200,000
Sales Tax - 4062 & 4063	1,750,000
Real Property Transfer Tax - 4082	125,000
Transient Occupancy Tax - 4083	4,000,000
Transaction & Use Tax - 4085	1,600,000
Interest on Tax Funds - 4303	500
Homeowners Property Tax Relief - 4472	66,000
State Subventions Pursuant to Government Code Section 7903	9,200,000
	33,735,500

2022-2023 Limitation (Using Per Capita personal Income % Change)	54,039,268
2023 2024 Population Factor	0.99840
2023-2024 Per Capita Factor	1.0444
2023-2024 Appropriation Limit	56,348,310
2022-2023 Proceeds of Taxes	(33,735,500)
Amount Under Limitation	22,612,810

RESOLUTION 2023-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ESTABLISHING FISCAL YEAR 2023-2024 APPROPRIATION LIMIT UNDER
ARTICLE XIII OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING
PERIOD FOR CONTESTING SUCH LIMITS FOR THE COUNTY AND BOARD
OF SUPERVISORS GOVERNED SPECIAL DISTRICTS

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article; and

WHEREAS Article XIII B Section 8(e)(2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS the percentage change in California Per Capita Income provides the greatest result rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction; and

WHEREAS, the Auditor-Controller of the County of Inyo has computed the appropriations limit for the fiscal year 2023-2024; and

WHEREAS, the Auditor-Controller of the County of Inyo has prepared the applicable Statement showing the calculation and such detail Statement are available for public review during reasonable hours and after reasonable notice in the Auditor-Controller's Office:

NOW THEREFORE, BE IT RESOLVED, that the County of Inyo selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for fiscal year 2023-2024 and

NOW THEREFORE, BE IT FURTHER RESOLVED, that the appropriations limit for the County of Inyo for the fiscal year 2023-2024 as shown on Attachment A is hereby established as \$ 56,348,310.00. and such appropriations limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution and

BE IT FURTHER RESOLVED that the appropriations limit for the County for the fiscal year 2023-2024 may be adjusted at a later date in the event that revenues which are unanticipated and classified as proceeds of taxes in accordance with Section 8(c) of Article XIII B of the California Constitution, are received and appropriated.

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Section 7910 of the Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California this _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4099

2023-2024 Property Tax Rates

Auditor-Controller

NO ACTION REQUIRED

ITEM SUBMITTED BY

Amy Shepherd, Auditor/Controller

ITEM PRESENTED BY

Amy Shepherd, Auditor/Controller

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign Resolution No. 2023-26 setting the property tax rates for 2023-2024, per California Government Code Section 29100.

BACKGROUND / SUMMARY / JUSTIFICATION:

Each fiscal year, the Auditor-Controller's Office calculates the appropriate tax rate necessary to collect the amount needed for debt service for that year. This is accomplished through use of assessed valuation reports from the Assessor's Office and the State Board of Equalization in conjunction with fund balances available and debt repayment schedules. The tax rates, as calculated by the Auditor-Controller's Office, including the countywide rate of 1.000000%, are in the attached resolution.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	various
Budgeted?	Yes	Object Code	N/A
Recurrence	Ongoing Revenue		
Current Fiscal Year Impact			
Each year the County of Inyo collects and disperses revenues to various schools and districts.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If your Board did not adopt the tax rates, the tax proceeds for the County would be \$0. The estimated amount for FY 2023-2024 General Fund revenue through Secured Taxes totals \$15,605,000. To not adopt the rates will have a significant negative fiscal impact on many agencies, departments, programs, and special districts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

School districts and many special districts receive property tax revenues as they are distributed to each tax-receiving agency based on a schedule developed by the Auditor-Controller's Office in accordance with R & T Codes pertaining to property tax.

ATTACHMENTS:

1. Tax Rate Resolution 2023

APPROVALS:

Christie Martindale	Created/Initiated - 8/28/2023
Darcy Ellis	Approved - 8/28/2023
John Vallejo	Approved - 8/28/2023
Nate Greenberg	Approved - 8/30/2023
Amy Shepherd	Final Approval - 8/31/2023

RESOLUTION 2023-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF INYO, CALIFORNIA
ADOPTING TAX RATES FOR FISCAL YEAR 2023-2024
PURSUANT TO GOVERNMENT CODE SECTION 29100**

WHEREAS, Section 29100 of the California Government Code requires that the Board of Supervisors adopt rates of taxes on the secured roll not to exceed the 1-percent limitation specified in Article XIII A of the Constitution of the State of California and Sections 93 and 100 of the Revenue and Taxation Code of the State of California; and

WHEREAS, the Auditor-Controller has caused to be calculated the amount of tax needed to be raised to support the annual debt requirements of voter-approved indebtedness after due allowance for delinquency and other matters, as specified in Government Code Section 29100.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby adopt the tax rates on the Secured Property Tax Roll for the fiscal year 2023-2024 as follows:

County Wide	1.00000000%
Big Pine Unified School District - 2005 Debt	0.04137267%
Bishop Elementary – 2000 Debt and 2016 Refunding	0.01636995%
Bishop Unified – 2000 Debt and 2016 Refunding	0.00493254%
Owens Valley Unified School District – 2014 Refunding	0.03805893%
Round Valley Elementary – 1999 Debt	0.01780871%
Northern Inyo Hospital District – 2005 & 2015 Refunding	0.04136127%
Unitary & Operating Non-Unitary	0.22950333%
Northern Inyo Hospital – Gann Limit Refund	(0.01248926) %

PASSED AND ADOPTED this _____ September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer Roeser, Chairperson
Inyo County Board of Supervisors

Attest: Nate Greenberg, Clerk of the Board

By: _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4096

Board of Supervisors Meeting Minutes

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of August 15, 2023 and the special Board of Supervisors meeting of August 25, 2023.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

- Draft August 15, 2023 Minutes

2. Draft August 25, 2023 - Special Meeting

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 8/21/2023
Final Approval - 8/23/2023

MINUTES



County of Inyo Board of Supervisors

August 15, 2023

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on August 15, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley, and Jeff Griffiths. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Office Technician Hayley Carter.

- Closed Session* The Chairperson asked for public comment related to closed session items and there was nobody wishing to speak.
- Public Comment*
- Closed Session* Chairperson Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:06 a.m. with all Board members present.
- Pledge of Allegiance* Office Technician Hayley Carter led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Public Comment* Chairperson Roeser asked for public comment related to items not calendared on the agenda and public comment was heard from Independence resident Lauralyn Hundley and Chairperson Roeser.
- County Department Reports* Public Works Director Mike Errante provided updates on road conditions in various areas of the County.
- County Wildfire Preparedness Coordinator Kristin Pfeiler spoke about recent Community Wildfire Protection Plan meetings and encouraged the public to participate in the survey for wildfire preparedness which is available on the Ready Inyo website.
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve an amendment to the regular Board of Supervisors meeting minutes for August 1, 2023, to include the action taken on Item 22 and approve the minutes from the regular Board of Supervisors meeting of August 8, 2023. Motion carried unanimously.
- CAO-Emergency Services –* Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to continue the local emergency proclaimed in response to the 2023 storms and projected spring runoff in March 2023. Motion carried unanimously.

*Local Emergency
Continuation*

*CAO-Personnel –
Atkinson, Loya, Ruud &
Romo Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve and ratify the contract between the County of Inyo and Atkinson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, in the amount of \$320,000 for the term July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, and authorize Chairperson to sign the contract and HIPPA Business Associate Agreement. Motion carried unanimously.

*CAO-Personnel –
Hanson Bridgett LLP
Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to ratify and approve the contract between the County of Inyo and Hanson Bridgett LLP for the provision of Specialized Law Enforcement Legal Services and Employment Advice, in the amount of \$100,000 for the term of July 1, 2023 through June 30, 2024, contingent upon the Board's adoption of the Fiscal Year 2023-2024 Budget, authorize the Chairperson to sign the contract and HIPPA Business Associate Agreement. Motion carried unanimously.

*HHS-Behavioral
Health –
DHCS Drug Medi-Cal
Agreement*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve and ratify the standard agreement between the County of Inyo and the California Department of Health Care Services (DHCS) for the provision of substance abuse treatment in an amount not to exceed \$1,076,000 for the period of July 1, 2023 through June 30, 2027, contingent upon the Board's approval of future budgets, and authorize the HHS Acting Director to sign the Standard Agreement, Contractor Certification Clauses, and the California Civil Rights Laws Certification. Motion carried unanimously.

*HHS-Behavioral
Health –
Ordinance 1300 (DDP
Fees)*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve Ordinance 1300, titled, "An Ordinance of the board of Supervisors of the County of Inyo, State of California, Repealing Ordinance No. 1172 (2012) Regarding Fees for the Inyo County Driving Under the Influence Program." Motion carried unanimously.

*HHS-Behavioral
Health –
Annual 22/23 & 23/24
MHSA Agreement
Updates*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the Mental Health Services Act (MHSA) 2022-2023 Annual Update and approve the MHSA 2023-2024 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County's Mental Health Director, to sign. Motion carried unanimously.

*HHS-ESAAA –
Mono County ESAAA
Contract Amendment
No. 1*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the Mental Health Services Act (MHSA) 2022-2023 Annual Update and approve the MHSA 2023-2024 Annual Update in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director, Behavioral Health Division, as the County's Mental Health Director, to sign. Motion carried unanimously.

*Planning Department –
USGS Joint Funding
Agreement*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to approve the Joint Funding Agreement with the U.S. Geological Survey for wells and springs monitoring in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2023 through September 30, 2024, contingent upon the Board's approval of the Fiscal Year 2023-2024 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

*Public Works –
Shelter Construction
Plans & Specs*

At the request of Supervisor Griffiths, item # 17 was pulled from the Consent Agenda to highlight the project and make the public fully aware of progress being made.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve the plans and specifications for the Big Pine Animal Shelter Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

Item Postponed

At the request of CAO Greenberg, the following item was postponed until the September 5 Board of Supervisors meeting:

18) **Request for Landfill Fee Waiver**

Public Works - Recycling & Waste Management | Michael Errante

Recommended Action: Approve a waiver up to the historical cap of \$100 toward the Bishop Paiute Tribe Friends of the Conservation Open Space Area pilot project.

*CAO –
Cal-Ore Life Flight LLC
(Sierra Lifeflight)
30-Day Contract
Extension*

CAO Greenberg provided the Board with a brief update on the status of EMS services in the greater Bishop area.

Chairperson Roeser asked if there was anyone wishing to speak and public comment was given by Olancho Fire Chief Chelsea Benbrook.

Moved by Supervisor Griffiths and seconded by supervisor Orrill to authorize an amendment to the current agreement with Cal-Ore Life Flight LLC (dba Sierra Lifeflight) for the provision of 911 Emergency Medical Services in the greater Bishop area, extending the term for an additional 30 days – until September 22, 2023. Motion carried unanimously.

*Sheriff –
Department
Presentation*

Board members received a presentation from Sheriff Rennie regarding the functions, core services, mission, and projects of the Sheriff's Office.

Board members thanked Sheriff Rennie and requested a presentation in the future to include information on the Animal Control and Correctional divisions of the department.

*Board of Supervisors –
Indian Wells Valley
Groundwater Authority
EIR Public Process*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to authorize the County Administrative Officer to provide comments on the Indian Wells Valley Groundwater Authority (IWVGA) Environmental Impact Report public process consistent with Inyo County's prior expressions of support for an IWVGA water import project utilizing water sources from other than the Owens Valley River and groundwater systems. Motion carried unanimously.

*CAO-Personnel –
Water Director
Personal Services
Contract*

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

- A) Approve the contract between the County of Inyo and Dr. Holly Alpert for the provision of personal services as the Water Director at Range 155, Step B, \$10,463 per month effective August 17, 2023, and authorize the Chairperson to sign; and
- B) Approve Resolution 2023-23, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2021-52, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices of Institutions of the County of Inyo," and authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment

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

*Board Member & Staff
Reports*

CAO Greenberg said he continues to work on EMS issues as well as the FY 23-24 budget and mentioned that the Board will be dark until September 5. Greenberg also said he will be traveling to Sacramento this Wednesday to teach a class for the California State Association of Counties.

Supervisor Griffiths said he attended meetings with constituents, the California State Association of Counties Executive Board, and Bishop City Council and noted that previously scheduled meetings for the Eastern Sierra Transportation Authority and the Tribal Consultation were both cancelled. Griffiths said he will be attending the Eastern Sierra Council of Governments meeting this Thursday.

Supervisor Roeser said she met with constituents and community service district representatives recently, then briefly discussed a resolution passed at the Northern Inyo Airport Advisory Commission meeting supporting maintenance improvements. Roeser also informed the public of the Mt. Whitney Fish Hatchery annual dinner taking place on August 19.

Supervisor Orrill said she attended meetings with constituents, a meeting on the Community Wildfire Protection Plan, and a virtual meeting with the Lieutenant Governor's office. Orrill encouraged participation in the survey for wildfire preparedness and wished Supervisor

Griffiths a happy birthday.

Supervisor Marcellin said he had lunch with Supervisor Griffiths after the Tribal Consultation meeting was cancelled, attended a Northern Inyo Airport Advisory Committee meeting, and had meetings with constituents.

Supervisor Kingsley said that he met with the new Lone Pine Superintendent of Schools and local volunteer fire chiefs and said he will be leaving the meeting early to travel to the Rural County Representatives of California Executive Meeting in Sacramento.

Closed Session

Chairperson Roeser recessed open session at 11:32 a.m. to convene in closed session with all Board members present to continue discussion and possible action as appropriate on previously noted closed session items.

Report on Closed Session

No action was taken in closed session that is required to be reported.

Recess/Reconvene – Board of Equalization/ Attendance Change

Chairperson Roeser reconvened from closed session as the Inyo County Board of Equalization (separate minutes) at 1:01 p.m. with all Board members present. The Chairperson adjourned the Board of Equalization meeting at 1:39 p.m. to reconvene as the Board of Supervisors with all Board members present except Supervisor Kingsley.

Adjournment

The Chairperson adjourned the meeting at 1:40 p.m. to 8:30 a.m. Tuesday, September 5, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

August 25, 2023

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 11:00 a.m., on August 25, 2023, in the Consolidated Office Building – Downstairs Meeting Room, 1360 N. Main St., Bishop California, with the following Supervisors present: Trina Orrill, Scott Marcellin and Jeff Griffiths. Also present from this location: County Administrator Nate Greenberg. Supervisor Roeser, presiding, attended the meeting remotely via Zoom from 850 Black Rock Springs Rd., Independence, CA, pursuant to California Government Code 54953(b)(1). Also present remotely via Zoom, County Counsel John-Carl Vallejo and Assistant Clerk of the Board Darcy Ellis. Supervisor Matt Kingsley and Office Technician Hayley Carter attended the meeting remotely from the County Administrative Center in Independence, California.

CAO –
*Tropical Storm Hilary
Update & Local
Emergency
Proclamation/
Reso. No. 2023-24*

CAO Greenberg introduced the emergency item, providing a briefing on severe damages sustained throughout the County as a result of the recent Tropical Storm Hilary, and explained that he declared a State of Emergency on Monday, August 21, 2023, that now needs to be ratified by the Board.

Sheriff Stephanie Rennie said that evacuation orders are currently in place for the Oak Creek area of Independence and residences located north of Mt. Whitney Portal Road in Lone Pine and reported major flooding with damage to residential structures.

Public Works Director Mike Errante and Deputy Public Works Director-Roads Shannon Platt reported moderate to severe flood damages and widespread road closures from the Big Pine area south to Death Valley. Errante noted that initial damage assessment reports are being completed for submittal to the Federal Emergency Management Agency, the Federal Highway Administration, the California Governor's Office of Emergency Services, and the California Department of Transportation.

Death Valley National Park representative Jeannette Jurado said that an administrative closure of the park has been implemented due to significant damage/destruction of roads and infrastructure, repairs needed for utility system failures, and downed land line phone service to the area.

Acting Health & Human Services Director Anna Scott said that the department is monitoring isolated communities affected in the southeast county and providing outreach to those in need of access to essentials such as food, water, medication, and temporary shelter.

Emergency Services Manager Mikaela Torres said she has been in contact throughout the week with CalOES to get information on obtaining additional assistance and working on updates to the Ready Inyo website.

The Chairperson asked if there were any first responder agencies wishing to speak and updates were provided by Olancho Fire Chief Chelsea Benbrook, Big Pine Fire Chief Damon Carrington and Independence Assistant Fire Chief Michael Capello.

The Chairperson asked if there was anyone else wishing to speak and comment was given by Shoshone resident Judy Palmer, Lone Pine Tribal representative Mel Joseph, and Margaret Padilla.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve Resolution No. 2023-24, ratifying the Inyo County Director of Emergency Service's local emergency proclamation of August 21, 2023. Motion carried 4-0-1 with Supervisor Kingsley abstaining.

Adjournment

The meeting was adjourned at 12:02 p.m. to Tuesday, September 5, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4094

Mt. Whitney Cemetery District Appointments

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Ms. Marlene Cierniak, Ms. Irene Kritz, and Ms. Donna Gruenewald to the Mt. Whitney Cemetery District Board of Trustees, each to three-year terms ending May 31, 2027. *(Notice of Vacancy resulted in requests for reappointment from the three individuals listed.)*

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board has appointing authority over the Mt. Whitney Cemetery District Board of Trustees. Three terms on the board expired May 31. Per Board policy, the vacancies were advertised and requests for reappointment were received from Ms. Marlene Cierniak, Ms. Irene Kritz, and Ms. Donna Gruenewald.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Make any of the appointments, or none and direct staff to continue the recruitment process.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Irene Kritz - Whitney Cemetery 2023
2. Donna Gruenewald - Whitney Cemetery 2023
3. Marlene Cierniak - Whitney Cemetery 2023

APPROVALS:

Darcy Ellis	Created/Initiated - 8/18/2023
Darcy Ellis	Final Approval - 8/18/2023

July 31, 2023

RECEIVED

AUG 3 2023

Inyo County Administrator
Clerk of the Board

Clerk of the Board
Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

Dear Board Members:

Subject: Re-appointment to the Board of the Mt. Whitney
Cemetery District

My current term of service on the Board of the Mt. Whitney
Cemetery in Lone Pine ended May 31. I am requesting another
term as a Trustee.

There are a number of projects in the process of being
completed, and I feel I can be a valuable contributor, not only
on these projects but also with the long-term goals of the
District.

Thank you for considering renewing my term of service.

Sincerely,



Irene Kritz

650 Alabama Drive
Lone Pine, CA 93545

July 31, 2023

RECEIVED

AUG 3 2023

Inyo County Administrator
Clerk of the Board

Clerk of the Board
Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

Dear Board Members:

Subject: Re-appointment to the Board of the Mt. Whitney
Cemetery District

My current term of service on the Board of the Mt. Whitney
Cemetery in Lone Pine ended May 31. I am requesting another
term as a Trustee.

There are a number of projects in the process of being
completed, and I feel I can be a valuable contributor, not only
on these projects but also with the long-term goals of the
District.

Thank you for considering renewing my term of service.

Sincerely,



Donna Gruenewald

July 31, 2023

RECEIVED

AUG 2 2023

Inyo County Administrator
Clerk of the Board

Clerk of the Board
Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

Dear Board Members:

Subject: Re-appointment to the Board of the Mt. Whitney
Cemetery District

My current term on the Board of the Mt. Whitney Cemetery in Lone Pine ended May 31, and I would like to be appointed to another term as a Trustee.

There are a number of projects in the process of being completed, and being familiar with the District's needs, I feel I can be a valuable contributor.

Thank you for considering renewing my term of service.

Sincerely,



Marlene Cierniak

P.O. Box 112
Lone Pine, CA 93545



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4093

Certified Unified Program Agency (CUPA) Agreement Approval Environmental Health ACTION REQUIRED

ITEM SUBMITTED BY

Jerry Oser, Environmental Health Director

ITEM PRESENTED BY

Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and County of Mono for the provision hazardous materials program management services, in an amount not to exceed \$300,000 (or \$100,000 in any fiscal year) for the period of July 1, 2023 to June 30, 2026, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The existing agreement between Inyo and Mono Counties for the shared cost of Certified Unified Program Agency (CUPA) services expired on June 30, 2023. Your board approved an amendment in July 2023 via the Consent Agenda which would extend that agreement. Rather than sign, Mono County decided to draft a new agreement using their standard contract. The terms of the new agreement are the same as the Inyo contract.

FISCAL IMPACT:

Funding Source	This is Mono County reimbursing Inyo for CUPA services.	Budget Unit	045400
Budgeted?	Yes	Object Code	4819
Recurrence	3-year contract		
Current Fiscal Year Impact			
We budgeted \$70,000 in revenue for FY 23/24.			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Certified Unified Program Agency (CUPA) services and associated costs would not be shared between the two Counties, requiring Inyo County to bear the entire cost of employment. This would negatively impact the Environmental Health budget for FY 23-24.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County Environmental Health.

ATTACHMENTS:

1. Inyo County Environmental Health Contract

APPROVALS:

Jerry Oser	Created/Initiated - 8/17/2023
Darcy Ellis	Approved - 8/17/2023
John Vallejo	Approved - 8/17/2023
Keri Oney	Approved - 8/17/2023
Aaron Holmberg	Approved - 8/17/2023
Amy Shepherd	Approved - 8/23/2023
Nate Greenberg	Final Approval - 8/30/2023

**AGREEMENT BETWEEN COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIALS PROGRAM MANAGEMENT
SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of the County of Inyo of Independence, CA (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Mono County Director of Environmental Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County 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 Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$300,000, not to exceed \$100,000 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (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 that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. 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. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall 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.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or 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 County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, 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, that 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, videotapes, 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 that 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 shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

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

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed 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 employees of County.

10. DEFENSE AND INDEMNIFICATION

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

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

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, micrographs, 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, that 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph shall not apply.

14. ASSIGNMENT

This is an agreement for the personal 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 moneys due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT

If Contractor abandons the work, fails to proceed with the work or 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, then County may declare 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 a 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 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then 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 into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term 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 or email (if included below) to the respective parties as follows:

County of Mono:
Director of Environmental Health, County of Mono
Attn: Louis Molina
1290 Tavern Road, PO Box 3329
Mammoth Lakes, CA 93546
lmolina@mono.ca.gov

Contractor:
Director of Environmental Health, County of Inyo
Attn: Jerry Oser
PO Box 427
Independence, CA 93526
joser@inyocounty.us

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.


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 executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER .

COUNTY OF MONO

CONTRACTOR

By: 
Rhonda Duggan (Aug 16, 2023 16:02 PDT)

By: _____

Title: Supervisor

Title: _____

Dated: Aug 16, 2023

Dated: _____

APPROVED AS TO FORM:


Stacey Simon (Aug 16, 2023 16:02 PDT)

County Counsel

APPROVED BY RISK MANAGEMENT:


Stacey Simon (Aug 16, 2023 16:02 PDT)

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND COUNTY OF INYO
FOR THE PROVISION OF HAZARDOUS MATERIAL MANAGEMENT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCOPE OF WORK:

When performing the following services for and on behalf of Mono County, Employee will receive assignments from, and report directly to, the Mono County Director of Environmental Health.

- Conduct inspections of all regulated hazardous materials facilities;
- Manage and maintain the CERS software program, including keeping all CERS facility information up to date, and the review and approval of all business plan submittals;
- Prepare all budgetary requirements of the Certified Unified Program Agency (CUPA) programs;
- Oversee the CUPA permitting and invoicing obligations;
- Maintenance and submittal of all required reports to CalEPA;
- Development and implementation of CUPA enforcement program;
- Investigation of and creation and implementation of appropriate response to hazmat incidents and complaints;
- Coordinate with consultants and other agencies on clean-up proposals and environmental site assessments;
- Maintenance and cleanup of paper files (CUPA);
- Any other associated tasks that may arise and are deemed appropriate and necessary by Mono's Environmental Health Director for the implementation of CUPA requirements.

For the planning purposes of both Mono and Inyo Counties, it is assumed that Mono County will require Inyo County's services for approximately twenty (20) hours per week; or, half of the working hours of Inyo County's staff assigned to perform the work in the Agreement (the "Employee").

Services and work provided by Employee will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

The services provided by Inyo County to Mono County under this Agreement shall be provided in a manner consistent with reaching Mono County's objectives of providing CUPA services in and for Mono County and shall include taking regulatory action on outside entities and individuals within Mono County's jurisdiction on behalf of Mono County.

Office space and office supply needs for work performed for Mono County will be furnished by Mono County.

Contractor will utilize a Mono County vehicle for work performed for Mono County in accordance with this Scope of Work.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND COUNTY OF INYO FOR
THE PROVISION OF HAZARDOUS MATERIALS MANAGEMENT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2026

SCHEDULE OF FEES:

The total sum of all payments made by Mono to Inyo for services and work performed under this Agreement shall not exceed three-hundred thousand dollars (\$300,000), or one-hundred thousand dollars (\$100,000) in any fiscal year during which this Agreement is operative.

Mono County shall reimburse Inyo for the work performed by Inyo County's employee(s) assigned to fulfill the Scope of Work under this Agreement at the rate set forth in the Inyo County Schedule of Fees, which rate is currently set at eighty-eight dollars per hour (\$88.00 per hour) (Hourly Rate), including travel time. Inyo shall provide written notice to Mono County of any change in Hourly Rate set forth in the Inyo County Schedule of Fees.

Expenses for approved travel outside Mono County, and in accordance with the Mono County travel policy, to attend training or conferences associated with the Mono County CUPA program will be paid directly by Mono County.

Mono County shall reimburse Inyo County at actual cost for all expenses for materials used in providing work and services to Mono County under this Agreement.

The Hourly Rate is understood to cover all salary and benefit costs of the employee(s) assigned to fulfill the Scope of Work under this Agreement, as well as Inyo County's costs for any management, technical and administrative personnel and any overhead costs.

See Attachment B1, incorporated herein by this reference (optional).

WC-1842

CERTIFICATE OF COVERAGE

06/29/2023

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Member:

INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
1360 N. MAIN ST.
BISHOP, CA 93514

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2023	07/01/2024	WORKERS' COMPENSATION: Statutory EMPLOYERS' LIABILITY: \$5,000,000

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN INYO COUNTY AND MONO COUNTY FOR THE PROVISION OF WOMEN, INFANT AND CHILDREN (WIC) PROGRAM SERVICES.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST MONO COUNTY PURSUANT TO ENDORSEMENT NUMBER U-2.

Certificate Holder

MONO COUNTY
ATTN: SANDRA PEARCE, PUBLIC HEALTH DIRECTOR
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

**RECEIVED
MONO COUNTY**

JUL - 7 2023

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE



Public Risk Innovation, Solutions, and Management

HEALTH DEPARTMENT

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
 WORKERS' COMPENSATION PROGRAM
 2023/2024 SCHEDULE OF INSURERS
 INYO COUNTY**

PROVIDER	POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 23 PWC-06	Workers' Compensation and Employers Liability: \$125,000 each accident/each employee for disease
Public Risk Innovation, Solutions, and Management	PRISM 23 EWC-06	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention) Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-013	Statutory each accident/each employee for disease excess of \$50,000,000

HEALTH DEPARTMENT

JUL - 7 2023

RECEIVED
 MONO COUNTY

**ENDORSEMENT NO. U-2
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION**

WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. SUBROGATION: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date:

Memorandum No.: PRISM 23 EWC-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023

RECEIVED
MONO COUNTY

JUL - 7 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management

HEALTH DEPARTMENT

CERTIFICATE NO.

GL1-3768

AI

CERTIFICATE OF COVERAGE

ISSUE DATE

06/29/2023

Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Member:

INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
1360 N. MAIN ST.
BISHOP, CA 93514

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate <input checked="" type="checkbox"/> Auto Liability	PRISM 23 EL-05	07/01/2023	07/01/2024	\$1,000,000 \$2,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN INYO COUNTY AND MONO COUNTY FOR THE PROVISION OF WOMEN, INFANT AND CHILDREN (WIC) PROGRAM SERVICES.

MONO COUNTY IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

MONO COUNTY
ATTN: SANDRA PEARCE, PUBLIC HEALTH DIRECTOR
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

**RECEIVED
MONO COUNTY**

JUL 11 2023

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dear

Public Risk Innovation, Solutions, and Management

JUL 11 2023

HEALTH DEPARTMENT

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____
Issued to: ALL MEMBERS
Issue Date: June 29, 2023

Memorandum No.: PRISM 23 EL-00



Authorized Representative
Public Risk Innovation, Solutions, and Management

JUL 11 2023

ENDORSEMENT NO. U-9

HEALTH DEPARTMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date

Memorandum No.: PRISM 23 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2023



Authorized Representative
Public Risk Innovation, Solutions, and Management

RECEIVED
MONO COUNTY

JUL 11 2023

HEALTH DEPARTMENT

CERTIFICATE NO.

ISSUE DATE

GL1-3770	CO	CERTIFICATE OF COVERAGE	06/29/2023
----------	----	--------------------------------	------------

**Public Risk Innovation,
Solutions, and Management**

**C/O ALLIANT INSURANCE SERVICES, INC.
18100 VON KARMAN AVENUE, 10TH FLOOR
IRVINE, CA 92612**

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

Member:
INYO COUNTY
ATTN: AARON HOLMBERG, RISK MANAGER
1360 N. MAIN ST.
BISHOP, CA 93514

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate	PRISM 23 EL-05	07/01/2023	07/01/2024	\$1,000,000 \$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN INYO COUNTY AND MONO COUNTY FOR THE PROVISION OF WOMEN, INFANT AND CHILDREN (WIC) PROGRAM SERVICES.

COVERAGE INCLUDES ERRORS AND OMISSIONS.

<p>Certificate Holder</p> <p>MONO COUNTY ATTN: SANDRA PEARCE, PUBLIC HEALTH DIRECTOR P.O. BOX 3329 MAMMOTH LAKES, CA 93546</p> <p style="text-align: right;">RECEIVED MONO COUNTY</p>	<p>Cancellation</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Gina Dear</i></p> <p>Public Risk Innovation, Solutions, and Management</p>
---	---

JUL 11 2023

HEALTH DEPARTMENT



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4124

CDA Digital Connections No-Cost Agreement Health & Human Services - Social Services

ACTION REQUIRED

ITEM SUBMITTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

RECOMMENDED ACTION:

Approve the no-cost Standard Agreement with the California Department of Aging for the Digital Connections program for the term beginning February 1, 2023 through September 30, 2024, and authorize the HHS Director to sign the contract documents.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Aging (CDA) is distributing Apple iPads to all Area Agencies on Aging (AAAs) in California. Digital Connections (DC) is a program that provides tablet devices, virtual basic literacy skills training, and broadband connection to eligible members of the target population in California, which are adults 60 years or older, or individuals 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA). Program Service Area 16 (Inyo and Mono Counties) will receive 20 iPads through the program. The iPads will be utilized for fostering internet literacy within the target population, as well as providing opportunities for virtual socialization via on-line platforms to see and interact with family members, friends and peers. The Senior Centers in the communities of Walker, Tecopa, Lone Pine and Bishop will receive half of the iPads for use at those facilities. The remaining iPads will be provided to individuals identified as having the most need due to isolation and income restrictions.

Each iPad will come with a case and AT&T broadband connectivity with 10GB of data allowance through December 31, 2023 (as iPads can connect to Wi-Fi at any time prior to and after December 31, 2023). All iPads will be covered by the Mobile Iron Mobile Device Management (MDM) system, Honeywell help desk with Language Support, and Remote Admin services through December 31, 2023. CDA will also authorize a Connectivity Fund allocation to the AAAs only, that can be used for Broadband service support, Digital literacy support, and program outreach as additional support for iPad users.

FISCAL IMPACT:

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

Future Fiscal Year Impacts
Additional Information

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this Standard Agreement which will result in PSA 16's inability to access equipment and internet services, including training, which would benefit aged and disabled individuals in our service area that fall within the category of greatest economic and social need within the meanings of the Older Americans Act and the Older Californians Act.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging

ATTACHMENTS:

1. CDA Standard Agreement
2. Exhibits A, A1, B, D
3. Contractor Certification Clauses
4. Information Integrity and Security Statement
5. California Civil Rights Laws Certification

APPROVALS:

Darcy Ellis	Created/Initiated - 8/31/2023
Darcy Ellis	Approved - 8/31/2023
Tyler Davis	Approved - 8/31/2023
Darcia Blackdeer-Lent	Approved - 8/31/2023
Melissa Best-Baker	Approved - 8/31/2023
Anna Scott	Approved - 8/31/2023
John Vallejo	Approved - 8/31/2023
Amy Shepherd	Approved - 8/31/2023
Nate Greenberg	Final Approval - 8/31/2023

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

DC-2223-16

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

2/1/2023

THROUGH END DATE

9/30/2024

3. The maximum amount of this Agreement is:

\$ 0.00 Zero Dollars and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	32 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS
1360 North Main Street, Suite 201CITY
BishopSTATE
CAZIP
93514-
3013

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS
2880 Gateway Oaks Dr., Suite 200CITY
SacramentoSTATE
CAZIP
95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

EXHIBIT A SCOPE OF WORK

1. PROGRAM DEFINITIONS

- A. **Digital Connections (DC)** means a program that provides tablet devices, virtual basic literacy skills training, and broadband connection to eligible members of the target population in California.
- B. **Eligible Service Population** means individuals defined as older Californians 60 years of age and older, or 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA). Additionally, an unpaid informal/family caregiver of an older Californian 60 years of age and older, or for an adult 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA), may be eligible for services provided under the Connectivity Fund only.

2. PROGRAM DESCRIPTION

- A. Through this program, the California Department of Aging (CDA) will distribute Apple iPads (“devices” or “iPad”) to Area Agencies on Aging (AAAs) in California, hereafter referred to as Contractor or Contractors.
- B. Each iPad will come with a case and AT&T broadband connectivity with 10GB of data allowance through December 31, 2023 (all iPads can connect to Wi-Fi at any time prior to and after December 31, 2023).
- C. All iPads will be covered by the Mobile Iron Mobile Device Management (MDM) system, Honeywell help desk with Language Support, and Remote Admin services through December 31, 2023.
- D. The California Department of Aging (CDA) will also authorize a Connectivity Fund allocation to the AAAs only, that can be used for Broadband service support, Digital literacy supports, and Program outreach. The Connectivity Fund is not limited to supporting individuals with a DC Program iPad. Rather, the Connectivity Fund is meant to support all individuals affected by the digital divide, as outlined under the Eligible Service Population

3. SCOPE OF WORK

- A. CDA and the Contractor agree to work collaboratively to ensure successful delivery and receipt of devices to the agreed upon location. CDA acknowledges Contractor may begin distribution of said devices upon receipt to eligible DC program participants.

B. Contractor Responsibilities for Program Oversight and Administration:

(1) Program Participant Eligibility

- a) Contractors shall accept ownership and authority of the digital devices to local programs, to allow assets to be effectively administered at the local level.
- b) To qualify for receiving an iPad, the Contractor shall confirm that an individual meets the following eligibility criteria:
 - (1) Adults 60 years of age and older, or 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA).
 - (2) Does not currently own a mobile computerized device that can maintain the following features:
 - (a) General Digital Application Compatibility (i.e., telehealth resources, Zoom capability, etc.)
 - (b) Mobility (i.e., easy to carry, can move around to different areas as needed to ensure access)
 - (c) Connectivity (either Wi-Fi capable or 5G broadband capable)

NOTE: If a prospective participant has access to broadband, but no device to connect, then they would be eligible. If the individual has a device but no access to broadband, then they would also be eligible.
 - (d) Resides within the Contractor's jurisdiction and can be supported by other services offered by the Contractor as needed.
- c) To qualify for receiving services under the Connectivity Fund allocated to the AAAs, the Contractor shall confirm that an individual meets one of the following eligibility criteria:
 - (1) Adults 60 years of age and older, or 18 years of age and older with disabilities as defined by the by the Americans with Disabilities Act (ADA).
 - (2) An unpaid informal/family caregiver of an older Californian 60 years of age and older, or for an adult 18 years of age and older with disabilities as defined by the Americans with Disabilities Act (ADA), may be eligible for services provided under the Connectivity Fund only.

- d) Priority should be given to adults who are low-income, disabled, or otherwise fall within the category of greatest economic and social need within the meanings of the Older Americans Act, the Older Californians Act, and their respective regulatory counterparts.

C. Contractor Responsibilities for Equipment and Asset Management:

- a) Pursuant to the funding authority underlying the DC Program, title and ownership of the devices shall immediately and unconditionally transfer to the Contractor upon delivery from CDA, to allow for effective program administration at the local level.
- b) Based on transfer of title and ownership, and the underlying authority (Budget Act of 2021, Chapter 21, Item 4170-102-0001, provision 5) to do so, the Contractor shall manage all DC Program devices as follows:
 - (1) Maintain detailed property records that include, among other things:
 - (a) a description of the device
 - (b) an identifying number for the device
 - (c) the location of the device; and
 - (d) the ultimate disposition data, including the date of disposal.
 - (2) Develop and implement a control system to ensure adequate safeguards are in place to prevent and investigate any loss, damage, or theft.
 - (3) Implement measures to care for the device and keep it in good condition.
 - (4) Contractor acknowledges and agrees to adhere to these maintenance restrictions on a per unit basis until disposal of the associated device.
 - (5) Contractor agrees and understands that iPads do not depreciate to \$0 value until after 5-years of activation. Therefore, Contractor agrees that a functioning iPad shall be maintained for the purposes of the DC Program until it fully depreciates to \$0.
- c) Upon notification or realization of a device becoming lost, stolen, broken, or disposed, Contractor shall perform the following:
 - (1) Notify AT&T Customer Service by contacting 855-563-0055.
 - (2) Update Contractor's property log for the DC Program.

(3) Notify CDA to allow CDA to turn off connectivity for that device.

(a) If after December 31, 2023, Contractor shall only perform items (1) and (2) above.

Note: Contractors are not required to replace the lost, stolen, broken, or disposed of iPad devices.

d) If a device is going to a new program participant, the Contractor shall perform the following:

(1) Ensure the device is reset so that all personal information and data is deleted from the device for any previous users.

(2) Notify CDA for any iPad, if prior to December 31, 2023, as CDA can support updating the iPad device through the Mobile Iron MDM system as well. Similarly, AT&T Customer Service 855-563-0055 can support this need as well.

(3) Update Contractor's property log for the DC program.

D. Contractor Responsibilities for Connectivity Fund:

a) The Connectivity Fund shall only be used by the Contract for at least one of the following services:

(1) Broadband service support.

(2) Digital literacy supports.

(3) Program outreach.

b) The contractor shall establish in writing the eligibility criteria for any supportive services established through the connectivity fund. The Connectivity Fund is not limited to supporting individuals with a DC Program iPad. Rather, the Connectivity Fund is meant to support all individuals affected by the digital divide (i.e., older adults, individuals with disabilities, unpaid informal/family caregivers, etc.).

(1) The eligibility criteria shall be developed by the associated local entity.

(2) The eligibility criteria may include caregivers.

4. CDA RESPONSIBILITIES:

- A. CDA will purchase and ship the number of iPad devices to Contractor established in 1. Program Definitions, Part A.
- B. CDA shall vest title ownership of the purchased devices to the Contractors.
 - a. This shall include all CHAT devices that shall be grandfathered into the full scope of this agreement.
 - b. All CHAT devices grandfathered into the full scope of this agreement shall be transferred from CDA to the Contractors.
 - c. CDA will email each of the participating Contractors the following:
 - i. An inventory spreadsheet of their CHAT devices; and STD 158 Property Transfer Report form.
 - ii. Upon receipt of the inventory spreadsheet and STD 158, the Contractor shall review the inventory spreadsheet and, if any discrepancy is noted, submit an email to property@aging.ca.gov detailing the discrepancy. Please include in the email subject line: PSA # Inventory Discrepancy Noted.
 - iii. CDA will work with the Contractor to address and resolve the discrepancies. If no discrepancies are identified, sign and date STD 158 as the Property Custodian in box number 6 in the signatures section of the form. Once signed, email the STD 158 to property@aging.ca.gov and include in the email subject line: PSA # Signed STD 158 CHAT Devices.
 - iv. Once CDA receives the signed STD 158 from the Contractors, CDA will route the STD 158 for internal signatures, and remove the CHAT devices from the CDA inventory. CDA will email a completed copy of the STD 158 to the participating Contractor and no longer track the CHAT devices.
- C. CDA shall pay and manage connectivity of digital devices through AT&T.
- D. CDA Contract Manager shall provide guidance, information, and access to CDA staff as required by the Contractor to provide services under this Agreement.

5. CONTRACTOR REPORTING REQUIREMENTS

- A. The purpose of this project is to reduce isolation, increase connections, and enhance self-confidence for older adults by bridging the digital divide through providing access to digital resources and information. A third-party evaluator will reach out to the Contractor directly to collect available program data information in a one-time effort during 2023.
- B. CDA will provide Contractor with a form listing iPads that the Contractor receives. Contractor shall update this form monthly and send updates to CDA until all iPads have been distributed. The data requested on this form shall include but need not be limited to:
 - 1) Demographic information of iPad recipients, if provided by the participants.
 - 2) Contact information for iPad recipients.
 - 3) Confirmation if the iPad recipient would like a digital literacy training provider to contact them regarding using the iPad device and accessing other digital online resources more effectively.
- C. The Contractor shall provide a summary report within two-months of December 31, 2023 to describe the planning, implementation and effectiveness of the Connectivity Funds.

**EXHIBIT A, ATTACHMENT 1
PROJECT REPRESENTATIVES**

**1. THE PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT
WILL BE:**

A. PROJECT MANAGER/COORDINATOR

	Department of Aging	Contractor:
Section/Unit:	Division of Home and Community Living	
Name:	Brian Carter	
Title:	Project Manager	
Address:	2880 Gateway Oaks Dr. Ste 200 Sacramento, CA 95833	
Phone:	(916) 928-4669	
Email:	brian.carter@aging.ca.gov	

B. DIRECT OTHER INQUIRIES TO:

	Department of Aging	Contractor:
Section/Unit:	Division of Home and Community Living	
Name:	Brian Carter	
Title:	Project Manager	
Address:	2880 Gateway Oaks Dr. Ste 200 Sacramento, CA 95833	
Phone:	(916) 928-4669	
Email:	brian.carter@aging.ca.gov	

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than December 31, 2023.
2. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.
3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.
 - d. Source Documentation.
 - e. Internal Control.
 - f. Budgetary Control.
 - g. Cash Management (written procedures).
 - h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

- ii. Some contracts may be reduced by a greater amount than others, and
- iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:
 - 1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
 - 2. Fringe Benefits
 - 3. Contractual costs – subcontract and consultant cost detail.
 - 4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost.
 - 5. Rent
 - 6. Supplies
 - 7. Equipment/Property - detailed descriptions and total costs.
 - 8. Training.
 - 9. Other Costs - a detailed list of other operating expenses.
 - 10. Connectivity Funds Services – Broadband service support, Digital literacy supports, and Program outreach as detailed in Exhibit A.

ARTICLE III. PROGRAM SPECIFIC FUNDS

- A. Program Income
No Program Income is required under the terms and conditions of this agreement.
- B. One-Time-Only (OTO) Funds
No One-Time-Only funding is associated with the terms and conditions of this agreement.
- C. Matching Contributions
No match is required under the terms and conditions of this agreement.
- D. Administration
Contractor Administration shall be no more than ten percent (10%) of the total program allocation.
- E. Equipment
Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost, must be included in the Digital Connections Equipment/Property pages.
- F. Indirect Costs
 - 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
 - 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 - 3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Contract budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Contract period unless otherwise specified by CDA.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.
- D. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.
- E. Categorical Budget Transfers
The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:
 - 1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
 - 2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount, and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Digital Connections funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System (LoFRS), no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.
 - 1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.
 - 2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - 1. Expedite Fees
 - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
 - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

- A. A Financial Closeout Report for Digital Connections shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.

- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

EXHIBIT D
Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference; amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or subcontractor would consider to be a contract, including vendor type agreements for providing goods or services under this Agreement.

14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.
15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
18. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
19. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
20. “Recoverable cost” means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Interagency Agreement Terms and Conditions.
2. Other applicable federal statutes and their implementing regulations.
3. If applicable, other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier (UEI) changed from the DUNS Number to the UEI (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to the CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <http://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11 which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
1. The Request for Proposal (RFP) or Invitation for Bid.
 3. All bid proposals received.
 4. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
 5. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

- M. The Contractor shall utilize procurement procedures as follows:
1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
 2. Item description (include model number).
 3. CDA tag number.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation.
 6. Fund source
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated and fully documented, and any theft of equipment shall be promptly reported to the police. The Contractor shall promptly notify CDA of any loss, damage, or theft of equipment and shall provide copies of investigative documentation and police reports.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review. The reconciliation must be submitted with the CDA Closeout package.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements

5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.
[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor’s report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Cal. Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

2. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
3. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
4. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
5. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
- 3.

4. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
5. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.

- d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

CDA Program/Project

Contract Number

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4095

Correction to Board Order and Minutes Regarding Fountainhead Consulting Agreement Amendment No. 4 Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve amendments to the February 21, 2023 Board Order and corresponding meeting minutes regarding approval of Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, to reflect the scope of the amendment.

BACKGROUND / SUMMARY / JUSTIFICATION:

Amendment No. 4 was previously approved at the February 21, 2023 Board meeting. However, the motion - captured in the item Board Order and meeting minutes - did not reference the contract time extension to December 1, 2023. The purpose of this agenda Item is to amend the Board Order and minutes to recognize the time extension to December 1, 2023 so that the Inyo County Auditor's Office will pay Fountainhead Consulting Corporation's closing invoices. The amendment itself was correct and the contract does not need to be adjusted.

Draft amended minutes and Board Order are attached, with the corrections highlighted.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes	Object Code	5717
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Future Fiscal Year Impacts - None			
Additional Information			

California Office of Emergency Services (75%) and Road Maintenance and Repair Act (RMRA) (25%).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the document amendments. However, this would not remedy the issue with the Auditor's internal requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Board Order - Fountainhead Consulting Agreement Amendment No. 4 - AMENDED
2. February 21, 2023 Minutes - AMENDED
3. Fountainhead Amendment No. 4

APPROVALS:

Greg Waters	Created/Initiated - 8/18/2023
Greg Waters	Approved - 8/18/2023
Michael Errante	Approved - 8/18/2023
Breanne Nelums	Approved - 8/22/2023
Darcy Ellis	Approved - 8/23/2023
John Vallejo	Approved - 8/31/2023
Amy Shepherd	Approved - 8/31/2023
Nate Greenberg	Final Approval - 8/31/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 21, 2023

Reference ID:
2023-3499

Amendment No. 4 to Fountainhead Consulting Agreement Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Greg Waters, Senior Civil Engineer

ITEM PRESENTED BY

Greg Waters, Senior Civil Engineer

RECOMMENDED ACTION:

Request Board approve Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, increasing the contract by \$137,327.86 to an amount not to exceed \$808,366.97 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project schedule has been extended. Additionally, the California Department of Fish & Wildlife is now requiring a biological monitor on-site through the completion of the project. The biological monitor is required on-site one day per week, now that the creek diversion has been removed.

Contract Summary:

Original Contract	\$339,928.37
Amendment #1	\$121,829.20
Amendment #2	Time Extension Only
Amendment #3	\$209,281.54
Amendment #4	\$137,327.86

Total	\$808,366.97
--------------	---------------------

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034600
Budgeted?	Yes (adjustment with Mid-Year)	Object Code	5717
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
The FY 22-23 budget was increased by \$100,000 in December to cover the projected remaining costs for Fountainhead Consulting. Exhibit 10-H1 Cost Proposal dated 1-29-23 from Fountainhead requests \$137,327.86, a \$37,327.86 increase over previous mid-year adjustment. This adjustment is being handled with mid-year.			
Future Fiscal Year Impacts - None			
Additional Information			

California Office of Emergency Services (75%) and Road Maintenance and Repair Act (RMRA) (25%).

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract amendment. However, this would prevent the project from being completed.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Fountainhead Amendment No. 4
2. Fountainhead Consulting Contract
3. Fountainhead Contract Amendment No. 1
4. Fountainhead Amendment No. 2
5. Fountainhead Amendment No. 3

APPROVALS:

Darcy Ellis	Created/Initiated - 2/8/2023
Greg Waters	Approved - 2/8/2023
Michael Errante	Approved - 2/8/2023
Breanne Nelums	Approved - 2/8/2023
John Vallejo	Approved - 2/8/2023
Amy Shepherd	Approved - 2/8/2023
Nate Greenberg	Final Approval - 2/16/2023

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FOUNTAINHEAD CONSULTING CORPORATION
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Amend Attachment B to the contract, titled “Schedule of Fees,” to replace the current schedule of fees with the document titled “Exhibit 10-H1 Cost Proposal,” which is attached hereto.
2. Amend section 2 of the contract, titled “Term,” to modify the end date of the contract from July 1, 2023 to December 1, 2023 to allow for project closeout beyond the end of the construction period.
3. Amend section 3(D) of the contract, titled “Limit upon amount payable under Agreement,” to increase the not to exceed amount by \$137,327.86 to a new not to exceed amount of \$808,366.97

The effective date of this amendment to the Agreement is October 1st, 2022.

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

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FOUNTAINHEAD CONSULTING CORPORATION
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2023.

COUNTY OF INYO



By: _____

Dated: 02/21/2023

CONSULTANT

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Engineer	Ivan Benavidez	30.00	\$ 81.00	\$ 2,430.00
Structures Representative	Javid Sharifi	65.00	\$ 78.00	\$ 5,070.00
Inspector/Office Engineer	Brian French	520.00	\$ 60.90	\$ 31,668.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 39,168.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 39,168.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 40,734.72
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 40,734.72

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%] \$ 3,995.14

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) TOTAL OTHER DIRECT COSTS \$ 0.00

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

Subconsultant 1: Geode Environmental \$ 53,430.00
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) TOTAL SUBCONSULTANTS' COSTS \$ 53,430.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 53,430.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 137,327.86

NOTES:

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

Fountainhead Staffing Plan

12/6/2022

Staff	Unit	2022						2023			Total
		July	August	Sept	Oct	Nov	Dec	Jan-23	23-Feb	23-Mar	
Biologist	8 Hr/Day for Oct. 8hr/month for Nov 22 - Mar. 23				161	98	32	40	40	40	411
Inspector	8 Hr/Day							176	160	184	520
Struc. Rep	1 Hr/Day							22	20	23	65
RE	2 Hr/Week							10	10	10	30

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, 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: July 7, 2020

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



14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management **services of** Fountainhead Consulting Corporation (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 Director of Public Works,
Michael Errante. 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From _____ through _____

B. From _____ through _____

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

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

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 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 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.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this 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.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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.

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 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.

8. 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.

9. 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.

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from 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.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 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.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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.

18. 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.

19. 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.

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 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 twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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
_____	Address
P.O. Drawer Q	_____
_____	City and State
Independence, CA	_____

Consultant:

Fountainhead Consulting Corporation	Name
_____	Address
2400 E. Katella, Suite 800	_____
_____	City and State
Anaheim, CA 92806	_____

24. ENTIRE AGREEMENT.

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

///

////

AGREEMENT BETWEEN COUNTY OF INYO

AND Fourteenths Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020

COUNTY OF INYO

By: [Signature]
Signature
MATT Kingsley
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature]
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation**

FOR THE PROVISION OF Construction Management SERVICES

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation**

FOR THE PROVISION OF Construction Management SERVICES

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 12,217.97

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr. Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

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

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

Professional	Code	Rate
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

Field Technical	Code	Rate
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

Field Technical (Prevailing Wage)	Code	Rate
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205



SGS SCHEDULE OF FEES

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

Shear and Consolidation

	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

Concrete

	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

Asphalt and Pavement

	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Sierra Circle
Crowley Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel In-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

-end-

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:

*Public Works –
Fountainhead
Consulting Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, 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 Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>October 13, 2021</i>



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



#18

Public Works

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Greg Waters

SUBJECT: Amendment #1 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, two subconsultants will need to be replaced by two others. Additionally, California Department of Fish and Wildlife has requested an increase in the environmental monitoring from weekly to daily, resulting in an increase in the fees required.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 1
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 8/17/2021
Darcy Ellis	Approved - 8/18/2021
Darcy Ellis	Approved - 8/18/2021
Greg Waters	Approved - 9/30/2021
Breanne Nelums	Approved - 9/30/2021
John Pinckney	Approved - 9/30/2021
John Vallejo	Approved - 9/30/2021
Amy Shepherd	Final Approval - 9/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract is amended for the Consultant, Fountainhead Consulting Corporation, removing Sub-Consultants Jericho Systems and Sierra Geotechnical Services and replacing them with Geode Environmental and Eastern Sierra Engineering, respectively. The total contract value is hereby increased by \$121,829.20. The effective date of this amendment to the Agreement is July 1st, 2021. .
All other terms and conditions of the Agreement are unchanged and shall remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF October, 2021.

COUNTY OF INYO

By: 

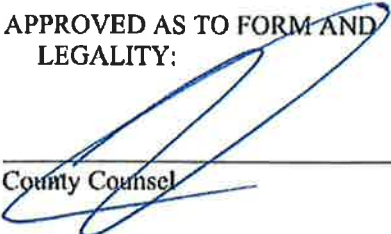
Dated: 10-19-2021

CONSULTANT

By: 

Dated: 10/14/2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2021

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL | CONTRACT NO. 156

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request to A) substitute two subconsultants originally proposed on the contract and to B) request an increase to the contract to provide daily biological monitoring due to permit requirements.

- A) Fountainhead originally proposed Jericho Systems to perform biological monitoring services per the RFP requirements, unfortunately Jericho Systems closed (Attachment A) their offices after the contract award. Therefore, Fountainhead is having to replace Jericho Systems with another biological monitoring service provide. In addition to substituting Jericho Systems with Geode Environmental we also have a second subconsultant Sierra Geotechnical has developed a conflict of interest due to entering a contract with Spiess (Contractor) to perform Quality Control and Assurance Testing. Therefore, we are also requesting to substitute Sierra Geotechnical with Eastern Sierra Engineering to perform Independent Assurance testing as the subconsultant owner's representative with Fountainhead
- B) During the RFP process the final permits for the project were not issued therefore Fountainhead negotiated with the County to provide biological monitoring on a weekly basis for work within the creek. After Fountainheads contract was negotiated the final permits were obtained. The final permits required daily biological monitoring while working in the creek and thereby initiated a cost increase to provide the level of service required in the permit. Fountainhead reviewed several options for a biological monitoring consultant with reasonable rates and negotiated with Geode Environmental to perform the scope of work (Attachment B). Our proposed contract value increase of \$121,829.60 is a Not-to-Exceed value and the hours applied will only be as required by California Department of Fish & Wildlife. In doing so we will have the ability to modulate the application of resources to suit the conditions in the field

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalie Acosta, Corporate Secretary

ATTACHMENT A



PO Box 7061
Redlands, CA 92373
(909) 915-5900

April 12, 2021

Dear Valued Client:

Since 2012, Jericho Systems, Inc. (Jericho) has been honored to serve you on your various projects.

However, it is with heavy heart that I am informing you of the closure of Jericho, effective June 30, 2021 due to some health issues I have been struggling with for the past few years.

In keeping with my commitment to provide excellent service to our clients, I would like to recommend the following firms which have been assisting me on many projects behind the scenes for the past few years. These firms are extremely qualified with biology/ecological assessments for multiple jurisdictions, jurisdictional waters permitting, endangered species compliance, CEQA/NEPA compliance, and whom I know will provide excellent service to you:

ELMT Consulting, Inc

Attn: Travis McGill

2201 N. Grand Avenue #10098. Santa Ana, CA 92711-0098

Travismcgill@elmtconsulting.com

(909) 816-1646

Compass Consulting Enterprises, Inc

Attn: Julie Gilbert

PO Box 2627, Avalon, CA 90704

Julie@compass-consultinginc.com

(909) 496-5960

(WBE Certified, DBE Certification in process)

In the interim, effective immediately, Jericho's Craig Lawrey will be handling all operational aspects and will be your primary contact. You may reach Craig at craig@jericho-systems.com or at (909) 744-0487. Julie Gilbert, who you may know has worked for Jericho since 2016, will be assisting Craig with contract management and final billing. For Jericho contract and billing questions, Julie can be reached at juliegill1@outlook.com or at (909) 496-5960.

Again, it has been my honor serving you, and I wish you all the best with your future endeavors.

Sincerely,

Shay Lawrey
President, Jericho Systems, Inc.

Craig Lawrey
Secretary/Operations Manager, Jericho Systems, Inc

Fountainhead Proposed Changes to Original Agreement

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation for Geode Environmental

Project No. 48C0044 Contract No. 156 Date 09/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Biologist.	Geode Environmental	1,240.00	\$ 130.00	\$ 161,200.00
Inspector (Credit)	S. Valdovinos_20 days Temp. Work	-160.00	\$ 130.44	(\$ 20,870.40)
				\$ 0.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 140,329.60
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 140,329.60

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0.00

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

Subconsultant 1: <u>ZT Consulting</u>	\$ 0.00
Subconsultant 2: <u>Earthspectives</u>	\$ 0.00
Subconsultant 3: <u>Jericho Systems Substitute Geode Environmental</u>	(\$ 18,500.00)
Subconsultant 4: <u>Sierra Geotechnical Substitute Eastern Sierra</u>	\$ 0.00

m) **TOTAL SUBCONSULTANTS' COSTS** (\$ 18,500.00)

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** (\$ 18,500.00)

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,829.60

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00 ✓
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 12,217.97

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

\$256,577.33

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

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

North Round Valley Bridge Project
Resident Engineer Proposed Schedule of Values
Amendment #1
As of 9/29/2021 10:40 AM

Consultant	Original \$	Amendment #1 (Subject to Approval)	Adjusted Total	Invoice #1 1-1-21 thru 6-30-21	Invoice #2 7-1-21 thru 7-31-21	Total To Date	Remaining
FountainHead Prime	\$339,928.37			\$28,453.60	\$17,327.54		
Breakdown:							
Fountainhead In House	\$256,577.33	(\$20,870.40)	\$235,706.93	\$15,339.69	\$16,048.90	\$31,388.59	\$204,318.34
ZT Consulting	\$42,863.04	\$0.00	\$42,863.04	\$13,113.91	\$1,278.64	\$14,392.55	\$28,470.49
Earthspectives	\$8,436.00	\$0.00	\$8,436.00	\$0.00	\$0.00	\$0.00	\$8,436.00
Jericho Systems	\$18,500.00	(\$18,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geode Environmental	\$0.00	\$161,200.00	\$161,200.00	\$0.00	\$0.00	\$0.00	\$161,200.00
Sierra Geotechnical Services	\$13,552.00	(\$13,552.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eastern Sierra Engineering	\$0.00	\$13,552.00	\$13,552.00	\$0.00	\$0.00	\$0.00	\$13,552.00
Total:	\$339,928.37	\$121,829.60	\$461,757.97	\$28,453.60	\$17,327.54	\$45,781.14	\$415,976.83
Delta	\$121,829.60						

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, 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: July 7, 2020

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



14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht
Darcy Ellis
Marshall Rudolph
Amy Shepherd
Aaron Holmberg
Michael Errante

Created/Initiated - 6/29/2020
Approved - 6/30/2020
Approved - 6/30/2020
Approved - 6/30/2020
Approved - 6/30/2020
Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From _____ through _____

B. From _____ through _____

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

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

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 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 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.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this 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.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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.

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 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.

8. 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.

9. 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.

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from 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.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 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.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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.

18. 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.

19. 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.

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 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 twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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
P.O. Drawer Q	Address
Independence, CA	City and State

Consultant:

Fountainhead Consulting Corporation	Name
2400 E. Katella, Suite 800	Address
Anaheim, CA 92808	City and State

24. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO

AND Fourtenth Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020.

COUNTY OF INYO

By: 
Signature
MATT KINGSLEY
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: 
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

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 Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 124,575.36

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%] \$ 12,217.97

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) TOTAL OTHER DIRECT COSTS \$ 0.00

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

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthpepectives \$ 6,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) TOTAL SUBCONSULTANTS' COSTS \$ 83,351.04

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer
 Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -0700 Date of Certification (mm/dd/yyyy): 06/26/2020
 Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815
 Address: 2400 E. Katella Ave, Ste 800, Anaheim Ca 92806

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

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

<u>Professional</u>	<u>Code</u>	<u>Rate</u>
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

<u>Field Technical</u>	<u>Code</u>	<u>Rate</u>
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

<u>Field Technical (Prevailing Wage)</u>	<u>Code</u>	<u>Rate</u>
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205

**SGS SCHEDULE OF FEES**

<u>Office and Laboratory Technical</u>	Code	Rate	
Project Coordination	PC	\$85	
Laboratory Technician	LT	\$90	
Office Supplies/Clerical	OS	\$65	
Outside Services		115%	
Job Supplies/Reproduction/Postage		115%	
<u>Equipment Rental</u>	Code	Rate	
Rebar Locator	RL	115%	
Ultrasonic Weld Tester	UWT	115%	
Magnetic Weld tester	MWT	115%	
Diamond Coring Rig	DCR	\$80	
Torque Wrench/Skidmore	TWS	\$80	
Water Quality Probe	WQP	\$50	
Water Level Sounder	WLS	\$25	
<u>Vehicle, Travel, and Per Diem</u>	Code	Rate	
Mileage	MI	\$.70/mi	
Travel Time (200-mile max)	TT	\$85	
Room and Board	RB	115%	
Meals	M	\$40	
<u>LABORATORY TESTING</u>			
<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2044/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

<u>Shear and Consolidation</u>	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

<u>Concrete</u>	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

<u>Asphalt and Pavement</u>	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVBEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4801
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants - Cost Plus 3%



19 Shama Circle
Crocker Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel In-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180 / Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

-end-

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 –
Fountainhead
Contract
Amendment 2*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

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

Routing
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

CONSENT - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Greg Waters

SUBJECT: Amendment #2 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project duration has increased, requiring a change in the contract effective dates. This does not come with a cost increase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the extension to the contract, however this would prevent the consultant from being paid after December 31, 2021 and the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no cost increase as a part of this Amendment #2, just a change to the contract end date.

ATTACHMENTS:

1. Fountainhead Amendment 2
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 12/6/2021
Darcy Ellis	Approved - 12/7/2021
Michael Errante	Approved - 12/7/2021
Breanne Nelums	Approved - 12/7/2021
John Pinckney	Approved - 12/7/2021
John Vallejo	Approved - 12/7/2021
Amy Shepherd	Final Approval - 12/7/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

The consultant agreement will be extended from the current end date of December 31st, 2021 to the future date of December 31st, 2022

The effective date of this amendment to the Agreement is December 21st, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF May, 2021.

COUNTY OF INYO

By: *Dan Tether*

Dated: 05/23/2022

CONSULTANT

By: *Sean J. Bonaroff*

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Churchla

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg

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 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Routing
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>July 7, 2020</i>

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



14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works,
Michael Errante. 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From _____ through _____

B. From _____ through _____

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

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

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 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 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.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this 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.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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.

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 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.

8. 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.

9. 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.

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from 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.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 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.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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.

18. 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.

19. 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.

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 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 twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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

P.O. Drawer Q

Independence, CA

Department

Address

City and State

Consultant:

Fountainhead Consulting Corporation

2400 E. Katella, Suite 800

Anaheim, CA 92806

Name

Address

City and State

24. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO

AND Fourteenths Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF July, 2020.

COUNTY OF INYO

By: 
Signature
MATT KINGSLEY
Print or Type Name

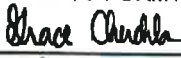
Dated: 7/14/20

CONSULTANT

By: 
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

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 Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I – Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%] \$ 12,217.97

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella Ave, Ste 800, Anaheim Ca 92806

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

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

Professional	Code	Rate
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

Field Technical	Code	Rate
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

Field Technical (Prevailing Wage)	Code	Rate
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205



SGS SCHEDULE OF FEES

<u>Office and Laboratory Technical</u>	<u>Code</u>	<u>Rate</u>
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	<u>Code</u>	<u>Rate</u>
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	<u>Code</u>	<u>Rate</u>
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	<u>Code</u>	<u>Test Method</u>	<u>Rate</u>
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135



SGS SCHEDULE OF FEES

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

Shear and Consolidation

	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

Concrete

	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

Asphalt and Pavement

	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel In-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020

TO: December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

-end-

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 20th day of September 2022 an order was duly made and entered as follows:

***Public Works –
Fountainhead
Amendment 3***

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA, increasing the contract by \$209,281.54 to an amount not to exceed \$671,039.51 and extending the expiration date from December 31, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, 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 20th
Day of September, 2022



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: September 28, 2022



County of Inyo

Public Works

CONSENT - ACTION REQUIRED

MEETING: September 20, 2022

FROM: Greg Waters

SUBJECT: Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the consulting agreement between the County of Inyo and Fountainhead of Anaheim, CA, increasing the contract by \$209,281.54 to an amount not to exceed \$671,039.51 and extending the expiration date from December 31, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project schedule has been extended. Additionally, the California Department of Fish & Wildlife is now requiring a biological monitor on site through the completion of the project, not just until the creek diversion is removed, as was originally stated.

Contract Summary:

Original Contract	\$339,928.37
Amendment #1	\$121,829.60
Amendment #2	Time Extension Only
Amendment #3	\$209,281.54
Total	\$671,039.51

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract. However, this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 3 (UNEXECUTED)
2. Fountainhead Amendment No. 2 (EXECUTED)
3. Fountainhead Contract Amendment No. 1 (EXECUTED)
4. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 9/6/2022
Darcy Ellis	Approved - 9/6/2022
Greg Waters	Approved - 9/8/2022
Michael Errante	Approved - 9/12/2022
Breanne Nelums	Approved - 9/12/2022
John Vallejo	Approved - 9/12/2022
Amy Shepherd	Final Approval - 9/14/2022

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract (attached) is amended for the Consultant, Fountainhead Consulting Corporation, and for Sub-Consultants Geode Environmental and Sierra Geotechnical Services.
2. This Amendment also extends the consulting agreement expiration date from December 31, 2022 to June 30, 2023, to allow for project closeout beyond the end of the construction period.

The effective date of this amendment to the Agreement is June 1st, 2022.

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

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF October, 2022

COUNTY OF INYO

By: 
Dated: 10/03/2022

CONSULTANT

By: 
Dated: 09/21/2022

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2022

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL

Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request for additional funds due to delays by the contractor in completing the proposed improvements shown in the contract plans.

Attached for your consideration is our cost proposal, the contractor's latest schedule to complete the proposed improvements, and our associated staffing plan.

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalís Acosta, Corporate Secretary

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 09/06/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng	Ivan Benavidez	46.00	\$ 81.00	\$ 3,726.00
Structures Representative	Javid Sharifi	107.00	\$ 78.00	\$ 8,346.00
Inspector/Office Engineer	Brian French	856.00	\$ 60.90	\$ 52,130.40
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 64,202.40

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 64,202.40

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00

h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 66,770.50

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 66,770.50

FIXED FEE k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 6,548.64

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) TOTAL OTHER DIRECT COSTS \$ 0.00

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

Subconsultant 1: ZT Consulting \$ 0.00

Subconsultant 2: Earthspectives \$ 0.00

Subconsultant 3: Geode Environmental \$ 85,312.00

Subconsultant 4: Sierra Geotechnical Services (\$ 13,552.00)

m) TOTAL SUBCONSULTANTS' COSTS \$ 71,760.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 71,760.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 209,281.54

NOTES:

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

Activity ID	Activity Name	Original Duration	Remaining Duration	BL Project Start	BL Project Finish	Schedule % Complete	Start	Finish	Predecessor	Gantt Chart Months																														
										Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q																			
											J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J
22101 INYO County - Round Valley Bridge											20-Dec-22 22101 INYO																													
22101.Preliminary Phase (New WBS)											20-Dec-22 22101 INYO																													
A1000	Notice of Award - 5 Jan 2021	0	0	05-Jan-21	24-Jun-21	100%	05-Jan-21	23-Dec-22		24-Jun-21, 22101.Preliminary Phase:(New WBS)																														
A1010	Notice To Proceed - 24 Jun 2021	0	0	24-Jun-21	24-Jun-21	100%	24-Jun-21	24-Jun-21	A1000	Notice of Award - 5 Jan 2021, 05-Jan-21: Notice To Proceed - 24 Jun 2021, 24-Jun-21																														
22101.Project Startup (New WBS)-1											20-Dec-22 22101 INYO																													
A1020	Mobilization	15	0	24-Jun-21	14-Jul-21	100%	24-Jun-21	14-Jul-21	A1010	Mobilization																														
A1030	Install Traffic Control Systems	1	0	24-Jun-21	24-Jun-21	100%	24-Jun-21	24-Jun-21	A1020	Install Traffic Control Systems																														
A1040	Install ESA Fence	1	0	25-Jun-21	25-Jun-21	100%	25-Jun-21	25-Jun-21	A1030	Install ESA Fence																														
A1050	Install Fiber Rolls	1	0	28-Jun-21	28-Jun-21	100%	28-Jun-21	28-Jun-21	A1040	Install Fiber Rolls																														
A1060	Demo Guardrail and Remove	2	0	28-Jun-21	30-Jun-21	100%	28-Jun-21	30-Jun-21	A1050	Demo Guardrail and Remove																														
A1070	Demo Existing Bridge	9	0	01-Jul-21	13-Jul-21	100%	01-Jul-21	13-Jul-21	A1060	Demo Existing Bridge																														
A1080	Install Creek Diversion Bypass	4	0	14-Jul-21	19-Jul-21	100%	14-Jul-21	19-Jul-21	A1070	Install Creek Diversion Bypass																														
A1090	Clear and Grub	15	0	20-Jul-21	09-Aug-21	100%	20-Jul-21	09-Aug-21	A1080	Clear and Grub																														
22101.Project Startup Abutment #2 (New WBS)											19-Sep-22 22101 Project Startup Ab																													
A1100	Structure Excavation	10	0	10-Aug-21	23-Aug-21	100%	10-Aug-21	23-Aug-21	A1090	Structure Excavation																														
A1110	Drill and Place Piles	16	0	24-Aug-21	14-Sep-21	100%	24-Aug-21	11-Feb-22	A1100	Drill and Place Piles																														
A1120	Finish grade for Footing	2	0	14-Oct-21	15-Oct-21	100%	04-Apr-22	08-Apr-22A	A1280	Finish grade for Footing																														
A1130	Form Footing	3	0	18-Oct-21	20-Oct-21	100%	18-Apr-22	29-Apr-22A	A1120	Form Footing																														
A1140	Footing Rebar Install	3	0	21-Oct-21	25-Oct-21	100%	02-May-22	13-May-22	A1130	Footing Rebar Install																														
A1190	Assemble Wall Gang Forms	15	0	01-Nov-21	19-Nov-21	100%	16-May-22	10-Jun-22	A1180	Assemble Wall Gang Forms																														
A1150	Footing Concrete Placement	1	0	26-Oct-21	26-Oct-21	100%	07-Jun-22	07-Jun-22	A1140	Footing Concrete Placement																														
A1160	Strip Forms	1	0	27-Oct-21	27-Oct-21	100%	20-Jun-22	21-Jun-22	A1150	Strip Forms																														
A1170	Backfill Footing	2	0	28-Oct-21	29-Oct-21	100%	22-Jun-22	24-Jun-22	A1160	Backfill Footing																														
A1200	Set One side of Wall Forms	5	0	15-Nov-21	19-Nov-21	100%	28-Jul-22	12-Aug-22	A1190	Set One side of Wall Forms																														
A1210	Wall Rebar Install	4	0	22-Nov-21	25-Nov-21	100%	15-Aug-22	18-Aug-22	A1200	Wall Rebar Install																														
A1220	Complete Wall Forms	10	0	26-Nov-21	09-Dec-21	100%	19-Aug-22	26-Aug-22	A1210	Complete Wall Forms																														
A1230	Wall Concrete Placement	1	0	10-Dec-21	10-Dec-21	100%	29-Aug-22	30-Aug-22	A1220	Wall Concrete Placement																														
A1180	Grade Slope behind Footing	5	5	31-Aug-22	06-Sep-22	0%	31-Aug-22	06-Sep-22	A1170	Grade Slope behind Footing																														
A1240	Strip Wall Forms	4	4	31-Aug-22	05-Sep-22	0%	31-Aug-22	05-Sep-22	A1230	Strip Wall Forms																														
A1250	Backfill	10	10	06-Sep-22	19-Sep-22	0%	06-Sep-22	19-Sep-22	A1240	Backfill																														
A1260	Install Rip Rap	10	10	06-Sep-22	19-Sep-22	0%	06-Sep-22	19-Sep-22	A1250	Install Rip Rap																														
22101.Project Startup Abutment #1 (New WBS)-1											12-Sep-22 22101 Project Startup Ab																													
A1270	Structure Excavation	5	0	07-Feb-22	11-Feb-22	100%	07-Feb-22	11-Feb-22	A1110	Structure Excavation																														
A1280	Drill and Place Piles	16	0	14-Feb-22	07-Mar-22	100%	14-Feb-22	31-Mar-22	A1270	Drill and Place Piles																														
A1290	Finish grade for Footing	2	0	14-Oct-21	15-Oct-21	100%	11-Apr-22	15-Apr-22A	A1280	Finish grade for Footing																														
A1300	Form Footing	3	0	18-Oct-21	20-Oct-21	100%	02-May-22	13-May-22	A1290	Form Footing																														
A1310	Footing Rebar Install	3	0	21-Oct-21	25-Oct-21	100%	16-May-22	27-May-22	A1300	Footing Rebar Install																														
A1360	Assemble Wall Gang Forms	1	0	29-Oct-21	29-Oct-21	100%	16-May-22	10-Jun-22	A1350	Assemble Wall Gang Forms																														
A1320	Footing Concrete Placement	1	0	26-Oct-21	26-Oct-21	100%	07-Jun-22	07-Jun-22	A1310	Footing Concrete Placement																														
A1370	Set One side of Wall Forms	5	0	25-Oct-21	29-Oct-21	100%	13-Jun-22	08-Jul-22A	A1360	Set One side of Wall Forms																														
A1330	Strip Forms	1	0	27-Oct-21	27-Oct-21	100%	15-Jun-22	17-Jun-22	A1320	Strip Forms																														
A1340	Backfill Footing	1	0	28-Oct-21	28-Oct-21	100%	20-Jun-22	21-Jun-22	A1330	Backfill Footing																														
A1380	Wall Rebar Install	4	0	01-Nov-21	04-Nov-21	100%	11-Jul-22	14-Jul-22A	A1370	Wall Rebar Install																														
A1390	Complete Wall Forms	10	0	05-Nov-21	18-Nov-21	100%	15-Jul-22	25-Jul-22A	A1380	Complete Wall Forms																														
A1400	Wall Concrete Placement	1	0	19-Nov-21	19-Nov-21	100%	26-Jul-22	26-Jul-22A	A1390	Wall Concrete Placement																														
A1350	Grade Slope behind Footing	5	5	31-Aug-22	06-Sep-22	0%	31-Aug-22	06-Sep-22	A1340	Grade Slope behind Footing																														

Actual Level of Effort
 Remaining Work
 Critical Remaining Work
 Milestone
 Actual Work
 Summary

Fountainhead Staffing Plan

9/6/2022

Staff	Unit	July	August	Sept	Oct	Nov	Dec	Total
Biologist	8 Hr/Day	168	184	176	8	8	8	552
Inspector	8 Hr/Day		184	176	168	160	168	856
Struc. Rep	1 Hr/Day		23	22	21	20	21	107
RE	2 Hr/Week		10	8	8	10	10	46

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 –
Fountainhead
Contract
Amendment 2*

Moved by Supervisor Roeser and seconded by Supervisor Pucci to approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained. Motion carried unanimously 4-0, with Supervisor Kingsley absent.

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



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: January 5, 2022



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Greg Waters

SUBJECT: Amendment #2 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project duration has increased, requiring a change in the contract effective dates. This does not come with a cost increase.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the extension to the contract, however this would prevent the consultant from being paid after December 31, 2021 and the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is no cost increase as a part of this Amendment #2, just a change to the contract end date.

ATTACHMENTS:

1. Fountainhead Amendment 2
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 12/6/2021
Darcy Ellis	Approved - 12/7/2021
Michael Errante	Approved - 12/7/2021
Breanne Nelums	Approved - 12/7/2021
John Pinckney	Approved - 12/7/2021
John Vallejo	Approved - 12/7/2021
Amy Shepherd	Final Approval - 12/7/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

The consultant agreement will be extended from the current end date of December 31st, 2021 to the future date of December 31st, 2022

The effective date of this amendment to the Agreement is December 21st, 2021.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
23rd DAY OF May, 2021.

COUNTY OF INYO

By: *Don Tether*

Dated: 05/23/2022

CONSULTANT

By: *Sam S. Baranoff*

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Churchla
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg
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:

*Public Works –
Fountainhead
Consulting Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, 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



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: October 13, 2021



County of Inyo



#18

Public Works

CONSENT - ACTION REQUIRED

MEETING: October 5, 2021

FROM: Greg Waters

SUBJECT: Amendment #1 to the consultant agreement with Fountainhead Consulting Corporation

RECOMMENDED ACTION:

Request Board approve Amendment No.1 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, replacing environmental subconsultant Jericho Systems of Redlands, CA with Geode Environmental of Bishop, CA, replacing Sierra Geotechnical Services of Bishop, CA with Eastern Sierra Engineering of Bishop, CA, and increasing the contract amount with Fountainhead Consulting Corporation by \$121,829.20 to cover a broader scope of environmental inspections as required by California Department of Fish & Wildlife; and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, two subconsultants will need to be replaced by two others. Additionally, California Department of Fish and Wildlife has requested an increase in the environmental monitoring from weekly to daily, resulting in an increase in the fees required.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from being completed.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding will be sourced from California Office of Emergency Services (75%) and Road Maintenance and Repair Account (25%). The cost of the amendment will be paid through the Road budget (034600), North Round Valley Bridge Project (5717).

ATTACHMENTS:

1. Fountainhead Amendment No. 1
2. Fountainhead Consulting Contract (Fully Executed)

APPROVALS:

Greg Waters	Created/Initiated - 8/17/2021
Darcy Ellis	Approved - 8/18/2021
Darcy Ellis	Approved - 8/18/2021
Greg Waters	Approved - 9/30/2021
Breanne Nelums	Approved - 9/30/2021
John Pinckney	Approved - 9/30/2021
John Vallejo	Approved - 9/30/2021
Amy Shepherd	Final Approval - 9/30/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Exhibit 10-H1 Cost Proposal to the Contract is amended for the Consultant, Fountainhead Consulting Corporation, removing Sub-Consultants Jericho Systems and Sierra Geotechnical Services and replacing them with Geode Environmental and Eastern Sierra Engineering, respectively. The total contract value is hereby increased by \$121,829.20. The effective date of this amendment to the Agreement is July 1st, 2021. .
All other terms and conditions of the Agreement are unchanged and shall remain the same.

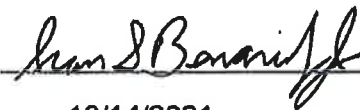
**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Fountainhead Consulting Corporation
FOR THE PROVISION OF ENVIRONMENTAL CONSULTANT SERVICES**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
19th DAY OF October, 2021.


COUNTY OF INYO

CONSULTANT

By: 
Dated: 10-19-2021

By: 
Dated: 10/14/2021

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

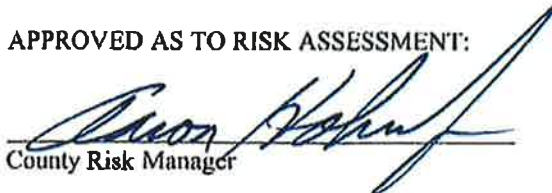
APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

September 06, 2021

Greg Waters
Associate Civil Engineer
Inyo County Public Works
P.O. Drawer Q
Independence, CA 93526

RE: TRANSMITTAL LETTER | SUBCONSULTANT SUBSTITUTION AND COST PROPOSAL | CONTRACT NO. 156

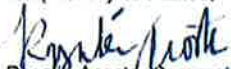
Dear Mr. Waters,

Fountainhead Consulting Corporation (Fountainhead) is submitting this request to A) substitute two subconsultants originally proposed on the contract and to B) request an increase to the contract to provide daily biological monitoring due to permit requirements.

- A) Fountainhead originally proposed Jericho Systems to perform biological monitoring services per the RFP requirements, unfortunately Jericho Systems closed (Attachment A) their offices after the contract award. Therefore, Fountainhead is having to replace Jericho Systems with another biological monitoring service provide. In addition to substituting Jericho Systems with Geode Environmental we also have a second subconsultant Sierra Geotechnical has developed a conflict of interest due to entering a contract with Spiess (Contractor) to perform Quality Control and Assurance Testing. Therefore, we are also requesting to substitute Sierra Geotechnical with Eastern Sierra Engineering to perform Independent Assurance testing as the subconsultant owner's representative with Fountainhead
- B) During the RFP process the final permits for the project were not issued therefore Fountainhead negotiated with the County to provide biological monitoring on a weekly basis for work within the creek. After Fountainheads contract was negotiated the final permits were obtained. The final permits required daily biological monitoring while working in the creek and thereby initiated a cost increase to provide the level of service required in the permit. Fountainhead reviewed several options for a biological monitoring consultant with reasonable rates and negotiated with Geode Environmental to perform the scope of work (Attachment B). Our proposed contract value increase of \$121,829.60 is a Not-to-Exceed value and the hours applied will only be as required by California Department of Fish & Wildlife. In doing so we will have the ability to modulate the application of resources to suit the conditions in the field

If you have any questions, or require additional information, please contact Ivan Benavidez at 909.512.2815 or email at ibenavidez@fountainheadcorp.com.

Respectfully submitted,



Rosalbe Acosta, Corporate Secretary

ATTACHMENT A



PO Box 7087
Redlands, CA 92373
(909) 919-5000

April 12, 2021

Dear Valued Client:

Since 2012, Jericho Systems, Inc. (Jericho) has been honored to serve you on your various projects.

However, it is with heavy heart that I am informing you of the closure of Jericho, effective June 30, 2021 due to some health issues I have been struggling with for the past few years.

In keeping with my commitment to provide excellent service to our clients, I would like to recommend the following firms which have been assisting me on many projects behind the scenes for the past few years. These firms are extremely qualified with biology/ecological assessments for multiple jurisdictions, jurisdictional waters permitting, endangered species compliance, CEQA/NEPA compliance, and whom I know will provide excellent service to you:

ELMT Consulting, Inc

Attn: Travis McGill

2201 N. Grand Avenue #10098, Santa Ana, CA 92711-0098

Travismcgill@elmtconsulting.com

(909) 816-1646

Compass Consulting Enterprises, Inc

Attn: Julie Gilbert

PO Box 2627, Avalon, CA 90704

Julie@compass-consultinginc.com

(909) 496-5960

(WBE Certified, DBE Certification in process)

In the interim, effective immediately, Jericho's Craig Lawrey will be handling all operational aspects and will be your primary contact. You may reach Craig at craig@jericho-systems.com or at (909) 744-0487. Julie Gilbert, who you may know has worked for Jericho since 2016, will be assisting Craig with contract management and final billing. For Jericho contract and billing questions, Julie can be reached at juliegill1@outlook.com or at (909) 496-5960.

Again, it has been my honor serving you, and I wish you all the best with your future endeavors.

Sincerely,

Shay Lawrey
President, Jericho Systems, Inc.

Craig Lawrey
Secretary/Operations Manager, Jericho Systems, Inc

Fountainhead Proposed Changes to Original Agreement

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation for Geode Environmental

Project No. 48C0044 Contract No. 156 Date 09/06/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Biologist.	Geode Environmental	1,240.00	\$ 130.00	\$ 161,200.00
Inspector (Credit)	S. Valdovinos_20 days Temp. Work	-160.00	\$ 130.44	(\$ 20,870.40)
				\$ 0.00
				\$ 0.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 140,329.60
- b) Anticipated Salary Increases (see page 2 for calculation) _____
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 140,329.60

INDIRECT COSTS

- d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0.00

FIXED FEE

- k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** \$ 0.00

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

- Subconsultant 1: ZT Consulting \$ 0.00
- Subconsultant 2: Earthspectives \$ 0.00
- Subconsultant 3: Jericho Systems Substitute Geode Environmental (\$ 18,500.00)
- Subconsultant 4: Sierra Geotechnical Substitute Eastern Sierra \$ 0.00
- m) **TOTAL SUBCONSULTANTS' COSTS** (\$ 18,500.00)

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** (\$ 18,500.00)

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,829.60

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044

Contract No. 156

Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 119,784.00 ✓

b) Anticipated Salary Increases (see page 2 for calculation)

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]

\$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)]

\$ 0.00

f) Overhead (Rate: 0.00%)

g) Overhead [(c) x (f)]

\$ 0.00

h) General and Administrative (Rate: 104.00%)

i) Gen & Admin [(c) x (h)]

\$ 124,575.36

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]

\$ 124,575.36

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%]

\$ 12,217.97

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

\$256,577.33

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS**

\$ 0.00

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

Subconsultant 1: ZT Consulting

\$ 42,863.04

Subconsultant 2: Earthspectives

\$ 8,436.00

Subconsultant 3: Jericho Systems

\$ 18,500.00

Subconsultant 4: Sierra Geotechnical Services

\$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS**

\$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)]

\$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)]

\$ 339,928.37

NOTES:

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

North Round Valley Bridge Project
Resident Engineer Proposed Schedule of Values
Amendment #1
As of 9/29/2021 10:40 AM

Consultant	Original \$	Amendment #1	Adjusted Total	Invoice #1	Invoice #2	Total To Date	Remaining
		(Subject to Approval)		1-1-21 thru 6-30-21	7-1-21 thru 7-31-21		
FountainHead Prime	\$339,928.37			\$28,453.60	\$17,327.54		
Breakdown:							
Fountainhead In House	\$256,577.33	(\$20,870.40)	\$235,706.93	\$15,339.69	\$16,048.90	\$31,388.59	\$204,318.34
ZT Consulting	\$42,863.04	\$0.00	\$42,863.04	\$13,113.91	\$1,278.64	\$14,392.55	\$28,470.49
Earthspectives	\$8,436.00	\$0.00	\$8,436.00	\$0.00	\$0.00	\$0.00	\$8,436.00
Jericho Systems	\$18,500.00	(\$18,500.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Geode Environmental	\$0.00	\$161,200.00	\$161,200.00	\$0.00	\$0.00	\$0.00	\$161,200.00
Sierra Geotechnical Services	\$13,552.00	(\$13,552.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Eastern Sierra Engineering	\$0.00	\$13,552.00	\$13,552.00	\$0.00	\$0.00	\$0.00	\$13,552.00
Total:	\$339,928.37	\$121,829.60	\$461,757.97	\$28,453.60	\$17,327.54	\$45,781.14	\$415,976.83
	Delta	\$121,829.60					

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7th day of July 2020 an order was duly made and entered as follows:

*Public Works –
Fountainhead
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, 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: July 7, 2020

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



#14

Public Works

CONSENT - ACTION REQUIRED

MEETING: July 7, 2020

FROM:

SUBJECT: North Round Valley Bridge Construction Management Contract

RECOMMENDED ACTION:

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

BACKGROUND/HISTORY OF BOARD ACTIONS:

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The board could choose not to approve the contract, however this would prevent the project from moving forward.

OTHER AGENCY INVOLVEMENT:

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

FINANCING:

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

ATTACHMENTS:

1. Fountainhead CM Contract - IB Signed

APPROVALS:

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (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 Director of Public Works, Michael Errante. 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

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

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

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 Director of Public Works, Michael Errante. 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 Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ 339,928.37 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 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.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this 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.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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.

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 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.

8. 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.

9. 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.

10. DEFENSE AND INDEMNIFICATION.

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

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

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from 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.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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 Consultant thirty (30) days written notice of such intent to cancel. Consultant 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 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.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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.

18. 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.

19. 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.

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 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 twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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
P.O. Drawer Q	Address
Independence, CA	City and State

Consultant:

Fountainhead Consulting Corporation	Name
2400 E. Katella, Suite 800	Address
Anaheim, CA 92806	City and State

24. ENTIRE AGREEMENT.

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

///

////

AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management **SERVICES**

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

COUNTY OF INYO

By: 
Signature
MATT KINGSLEY
Print or Type Name


Dated: 7/14/20

CONSULTANT

By: 
Signature
Ivan Benavidez
Print or Type Name

Dated: 6/30/2020

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 Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES**

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCOPE OF WORK:

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Scope of Work

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

Phase I - Pre-Construction

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
 - Review all permit requirements
- Produce Construction oversight Plan
 - Include construction oversight schedule, to be updated weekly in coordination with contractor
 - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

Phase II – Construction

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
 - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
 - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
 - Structural representative
 - Material Tester
 - Biological monitor
- Submittals & RFIs
 - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
 - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
 - Produce daily RE diaries, including but not limited to:
 - Track Contractor days
 - Track Contractor working hours including employee names
 - Subs on site
 - Major equipment on site and status
 - Description of work completed and task completion status (estimated % of total)
 - Weather
 - Catalog of stop-work and causes
 - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
 - Keep record of all as-built changes for inclusion into the final project as-built drawings
 - Track quantities of materials used/installed
 - Ensure and document compliance with all environmental permits
 - Collect, review, and compile contractor labor compliance documents
 - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
 - Notify contractor of any failing tests
 - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
 - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
 - Provide information to County Project manager to be distributed to public via mailings, website, or other media

Phase III – Post-Construction

- Project Closeout Tasks (Following substantial completion of work)
 - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
 - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
 - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
 - Summary and results of all QA/QC activities (inspections, material test results, etc)
 - Incorporate submittal and RFI logs (provided by design engineer)
 - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht
Inyo County Public Works
PO Drawer Q
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management SERVICES

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF FEES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date 06/26/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 119,784.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 124,575.36
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 124,575.36

FIXED FEE k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 5.00%]** \$ 12,217.97

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

Subconsultant 1: ZT Consulting \$ 42,863.04
 Subconsultant 2: Earthspectives \$ 8,436.00
 Subconsultant 3: Jericho Systems \$ 18,500.00
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

TOTAL COST [(c) + (j) + (k) + (n)] \$ 339,928.37

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000 00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs Including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Ivan Benavidez Jr Title *: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.
Date: 2020.06.26 16:37:41 -0700 Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

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

List services the consultant is providing under the proposed contract:

Project Management, Construction Management and Material Quality Assurance Testing Services.

SGS SCHEDULE OF FEES

SERVICES

<u>Professional</u>	Code	Rate
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255
<u>Field Technical</u>	Code	Rate
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155
<u>Field Technical (Prevailing Wage)</u>	Code	Rate
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205

SGS SCHEDULE OF FEES

<u>Office and Laboratory Technical</u>	Code	Rate
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<u>Equipment Rental</u>	Code	Rate
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<u>Vehicle, Travel, and Per Diem</u>	Code	Rate
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

LABORATORY TESTING

<u>Soils and Aggregates</u>	Code	Test Method	Rate
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

<u>Shear and Consolidation</u>	Code	Test Method	Rate
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

<u>Concrete</u>	Code	Test Method	Rate
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

<u>Asphalt and Pavement</u>	Code	Test Method	Rate
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVBEM	CT 366	115%



47 1st Street, Suite 1
 Redlands, CA 92373-4601
 (909) 915-5900

Rate Sheet

Personnel Category Rates : Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

Position Title	Assigned hourly rate for the duration of the contract
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

Expenses Billed At Cost:

Travel (non-automobile)
 Lodging
 Auto and Truck Rentals
 Specialty Equipment and Rentals
 Delivery Services
 Printing (Blueprints, Photo Services, Color Copies
 Specialty Supplies)

Other Direct Cost:

Auto Mileage (at current IRS rate)
 Agency Permit Fees (At Cost)
 Subconsultants – Cost Plus 3%



19 Shama Circle
Crowley Lake, CA 95546

**Prevailing Wage
Pricelist 2020**

Categories	Hourly Rate
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100



ZTC Hourly Rate 2020

Type of Service	Title	Qualification	Hourly Rate
Project Management	PM	PE	\$210
Engineering Service	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
QA Source Inspection Services	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 ^{1,2}
QA Field Inspection Services (Prevailing)	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

¹ Minimum four hours charge for inspection services

² Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

Other Direct Cost***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel In-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

*** This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs Invoices.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation**

FOR THE PROVISION OF Construction Management SERVICES

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Fountainhead Consulting Corporation
FOR THE PROVISION OF Construction Management **SERVICES****

TERM:

FROM: July 7th, 2020 **TO:** December 31, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment D: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

Professional Liability (Errors and Omissions): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

Attachment D: Insurance Requirements for Professional Services

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Attachment D: Insurance Requirements for Professional Services

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

-end-

MINUTES



County of Inyo Board of Supervisors

February 21, 2023

AMENDED

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:34 a.m., on February 7, 2023, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present per California Assembly Bill 361: Chairperson Jennifer Roeser, presiding, Trina Orrill, Scott Marcellin, Matt Kingsley and Jeff Griffiths. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, Assistant Clerk of the Board Darcy Ellis, and Office Technician Hayley Carter.

- Public Comment* The Chairperson asked for public comment related to Closed Session items, and no one requested to speak.
- Closed Session* Chairperson Roeser recessed open session at 8:35 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case; No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Senior Budget Analyst Denelle Carrington, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson; and No. 4 **Public Employment – Pursuant to Government Code §54957** – Title: Water Director Appointment.
- Open Session* Chairperson Roeser recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.
- Pledge of Allegiance* County Counsel Vallejo led the Pledge of Allegiance.
- Report on Closed Session* County Counsel Vallejo reported that no action was taken during closed session that is required to be reported.
- Public Comment* Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda.
- Public comment was heard from Oscar Maciel, Gina Martinez, Vicki Vang, Lauralynn Hundley, Matt Kingsley, Scott Kemp Jr., Chris Connolly, Mandy Kemp, and Alisha Southey.
- County Department Reports* HHS Director Marilyn Mann updated the Board on upcoming changes being made to the continuous coverage for Medi-Cal.
- Public Works Director Mike Errante gave the Board an update on the status of the North Round Valley bridge and said that the work is scheduled to be completed by April.
- Clerk of the Board – Approval of Minutes* Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the minutes of the regular Board of Supervisors meeting of February 7, 2023. Motion carried unanimously.
- County Counsel – Conflict of Interest Code Biennial Review* Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to: A) receive and approve the 2022 Conflict of Interest Code Biennial Report from the Round Valley Joint Elementary School District; and B) receive and approve the 2022 Conflict of Interest Code

amendment from the Lone Pine Unified School District. Motion carried unanimously.

HHS-Behavioral Health – CA Health and Wellness Data Sharing Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the Data Sharing Agreement between the County of Inyo Health and Human Services and California Health and Wellness (CHW) for the provision of data sharing between the County Mental Health Plan (MHP) and CHW, a Medi-Cal Managed Care Plan (MCP), and authorize the HHS director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS – Blue Cross of CA Partnership Plan, Inc. (Anthem) MOU

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Addendums No. 1 and No. 2 to the Memorandum of Understanding between the County of Inyo Health and Human Services (HHS) Department and Blue Cross of California Partnership Plan, Inc. (Anthem), clarifying the exchange of protected Health Information/Data Exchange between the County Mental Health Plan (Behavioral Health), Public Health and Anthem, a managed care plan serving Inyo County's Medi-Cal eligible population, and authorize the HHS Director to sign the addendums. Motion carried unanimously.

HHS – CalMHSA Participation Agreement Amendment

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve amendment to the agreement between the County of Inyo and California Mental Health Services Authority (CalMHSA), reallocating Project Management and Clinical Services funding to a Flexible Spending Account to cover additional subject matter expert topics, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

HHS- Health/Prevention – Medi-Cal Administrative Activities Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to: A) approve the Program Participation Agreement between the County of Inyo and California Department of Health Care Services; and B) authorize the HHS Fiscal Oversight and Special Operations Deputy Director as the Local Governmental Agency Coordinator to sign the agreement. Motion carried unanimously.

HHS- Health/Prevention – Medbank Agreement

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the lease agreement between the County of Inyo and CareFusion Solutions, Inc. of San Diego, CA for BD Pyxis MedBank equipment, software, and services, in an amount not to exceed \$58,380.00 plus applicable sales and property taxes, for a period of 60 months, commencing on the date of equipment installation, contingent upon the Board's approval of future budgets, and authorize the HHS Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Recycling & Waste Management – American Refuse, Inc. Contract Amendment No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Amendment No. 1 to the contract between the County of Inyo and America Refuse, of Wasco, CA increasing the contract to an amount not to exceed \$185,000 for waste tire hauling and recycling, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Recycling & Waste Management – Lower Owens River Clean-Up/Waiver of Fees

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve a of waiver of solid waste disposal and gate fees up to \$100 for trash and litter removed at the Lower Owens River Clean event, April 22, 2023. Motion carried unanimously.

Public Works – Fountainhead Consulting Agreement Amendment No. 4

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Amendment No. 4 to the consulting agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, increasing the contract by \$137,327.86 to an amount not to exceed \$808,366.97 **and extending the contract to December 1, 2023**, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

Public Works – Diaz Lake ADA Boat

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Proposed Resolution No. 2023- 05 titled, "A Resolution of the Board of Supervisors of the County of

<i>Dock N.O.C. & Reso # 2023-05</i>	Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake ADA Boat Dock Project," and authorize the Chairperson to sign. Motion carried unanimously.
<i>Water Department – Water Commission Appointments</i>	Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to consider the Letters of Interest received for re-appointment to the Water Commission and appoint two Water Commissioners with a term ending December 31, 2026; and appoint one Water Commissioner to complete a term ending December 31, 2023. Motion carried unanimously.
<i>CAO – Aumentum Technologies Master Agreement Addendum</i>	<p>The agenda item was pulled from the Consent Agenda to Departmental for further discussion.</p> <p>Treasurer Tax-Collector Alisha McMurtrie objected to the addendum, noting that services outlined in the original contract have still not been provided and there was a lack of involvement with stakeholders in the development of the agenda item.</p> <p>After further discussion, the Board decided to hold off on the addendum, requesting all three stakeholders agree to future contract changes collectively and prior to Board input.</p>
<i>CAO – Mid-Year Financial Report</i>	Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to: A) Accept the Fiscal Year 2022-2023 Mid-Year Financial Report as presented; B) Approve the specific budget action items and recommendations discussed in the report and represented in Attachments A & B (<i>4/5ths vote required</i>); and C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances. Motion carried unanimously.
<i>HHS- Behavioral Health – Division Overview Presentation</i>	<p>Health & Human Services Director Marilyn Mann introduced the following staff members to the Board: Behavioral Health Director Kimball Pier; Clinical Administrator Chrystina Pope; and Addiction Supervisor Catie Grisham.</p> <p>Staff provided the Board with a presentation on the Behavioral Health Division and the various programs and services they provide throughout the County.</p>
<i>Recess/Reconvene</i>	Chairperson Roeser recessed the meeting for a break at 12:48 p.m. and reconvened the meeting at 1:20 p.m. with all Board members present except Supervisor Kingsley who arrived at 1:25 p.m.
<i>Ag. Department – Department Overview and AgPass Workshop</i>	Agriculture Commissioner Nathan Reade provided the Board with a presentation highlighting the functions of the Agriculture Department and associated programs and presented a workshop on the possible development of an Ag Pass Program for the Inyo and Mono counties.
<i>Public Comment</i>	Chairperson Roeser asked if there was any public comment pending for items not calendared on the agenda. Public comment was heard from Linda Chaplin.
<i>Correspondence- Action – Department of Alcoholic Beverage Control</i>	Moved by Supervisor Kingsley and seconded by Supervisor Orrill for the Board of Supervisors of the County of Inyo to continue to make determinations of Public Convenience or Necessity (PCN) for person(s)/premises applying for an ABC license. Motion carried unanimously.
<i>Board Member & Staff Reports</i>	<p>Supervisor Kingsley said that he attended meetings in Washington, D.C. for the Rural County Representatives of California and the National Association of Counties.</p> <p>Supervisor Marcellin said that he attended a tour of the Lower Owens River Project, a Local Transportation Commission meeting, met with staff, and will be traveling to a California State Association of Counties training, the Air Pollution Control District meeting, and the Owens Valley Groundwater Authority meeting.</p> <p>Supervisor Orrill said she attended meetings with the Eastern Sierra Council of Governments, the Eastern Sierra Transit Authority, and department heads in the Planning and Probation departments, and said she will be joining Supervisor Marcellin for the California State Association of Counties training and the Owens Valley Groundwater Authority meeting.</p>

Supervisor Griffiths said he attended meetings with the California State Association of Counties, the Eastern Sierra Council of Governments, the Eastern Sierra Transit Authority, and the Eastern Sierra Sustainable Recreation Partnership.

Supervisor Roeser said she attended the California State Association of Counties meeting.

County Counsel Vallejo said he attended an Indian Wells Groundwater Authority meeting.

CAO Greenberg said he attended the Lower Owens River Project tour, the Eastern Sierra Council of Governments meeting, met with Randy Short, and plans to meet with Airport Manager Ashley Helms, Bishop City Manager Deston Dishion, and attend the HHS in-service day.

Adjournment

The meeting was adjourned at 2:50 p.m. to 8:30 a.m. Tuesday, February 28, 2023, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FOUNTAINHEAD CONSULTING CORPORATION
FOR THE PROVISION OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below.

1. Amend Attachment B to the contract, titled “Schedule of Fees,” to replace the current schedule of fees with the document titled “Exhibit 10-H1 Cost Proposal,” which is attached hereto.
2. Amend section 2 of the contract, titled “Term,” to modify the end date of the contract from July 1, 2023 to December 1, 2023 to allow for project closeout beyond the end of the construction period.
3. Amend section 3(D) of the contract, titled “Limit upon amount payable under Agreement,” to increase the not to exceed amount by \$137,327.86 to a new not to exceed amount of \$808,366.97

The effective date of this amendment to the Agreement is October 1st, 2022.

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

**AMENDMENT NUMBER 4 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FOUNTAINHEAD CONSULTING CORPORATION
FOR THE PROVISION OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2023.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044 Contract No. 156 Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Engineer	Ivan Benavidez	30.00	\$ 81.00	\$ 2,430.00
Structures Representative	Javid Sharifi	65.00	\$ 78.00	\$ 5,070.00
Inspector/Office Engineer	Brian French	520.00	\$ 60.90	\$ 31,668.00
				\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 39,168.00
 b) Anticipated Salary Increases (see page 2 for calculation) _____
 c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 39,168.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 104.00%) i) Gen & Admin [(c) x (h)] \$ 40,734.72
 j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 40,734.72

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 5.00%] \$ 3,995.14

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

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

Subconsultant 1: Geode Environmental \$ 53,430.00
 Subconsultant 2: _____
 Subconsultant 3: _____
 Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 53,430.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 53,430.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 137,327.86

NOTES:

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

Fountainhead Staffing Plan

12/6/2022

Staff	Unit	2022					2023				Total
		July	August	Sept	Oct	Nov	Dec	Jan-23	23-Feb	23-Mar	
Biologist	8 Hr/Day for Oct. 8hr/month for Nov 22 - Mar. 23				161	98	32	40	40	40	411
Inspector	8 Hr/Day							176	160	184	520
Struc. Rep	1 Hr/Day							22	20	23	65
RE	2 Hr/Week							10	10	10	30



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4057

Construction Contract for the Lone Pine Airport Taxiway A Resurfacing Project Public Works - Airports ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

- A) Award the contract for the Taxiway A Resurfacing Project at the Lone Pine Airport to Maxwell Asphalt, Inc. of Salt Lake City, UT as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Maxwell Asphalt, Inc. of Salt Lake City, UT in the amount of \$158,627.50, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained and approval of the 2023-2024 budget;
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws; and
- D) Approve Resolution No. 2023-27, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Submittal of Applications, Accepting Allocation of Funds, and Authorizing the Execution of Grant Agreements with the California Department of Transportation for an Airport Improvement Program (AIP) Matching Grant," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 4, 2023, your Board approved the plans and specifications for the Taxiway A Resurfacing Project and authorized the Public Works Director to advertise the project. The bid opening occurred on May 11, and two bids were received:

1. Maxwell Asphalt, Inc. - \$158,627.50
2. American Road Maintenance - \$189,670.00

The bid submittals were reviewed, and the low bidder was determined to be responsible and responsive. The FAA grant offer for this project was received on August 9th, allowing the County to move forward with the construction contract award, and the application for the Caltrans Division of Aeronautics (CDA) matching grant.

FISCAL IMPACT:

Funding Source	Grant Funded - FAA Airport Improvement Fund, State Matching Grant / Non-General Fund County match	Budget Unit	150502
Budgeted?	Yes (with budget adoption)	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
All project costs will occur this fiscal year as budgeted. There aren't sufficient funds in the Preliminary budget but expenditures will not exceed the current Preliminary budget. Funds will be fully expended after budget adoption.			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the contract to the low bidder, and to either award to the second bidder or to rebid the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

FAA; Caltrans Division of Aeronautics

ATTACHMENTS:

1. LP Taxiway A Resurface Bid Tabulation
2. Maxwell Asphalt Contract
3. FAA Construction Grant
4. Resolution - Matching Grant

APPROVALS:

Ashley Helms	Created/Initiated - 8/10/2023
Darcy Ellis	Approved - 8/16/2023
Breanne Nelums	Approved - 8/16/2023
John Vallejo	Approved - 8/16/2023
Amy Shepherd	Approved - 8/30/2023
Michael Errante	Approved - 8/31/2023
Amy Shepherd	Final Approval - 8/31/2023



BID TABULATION

Lone Pine Airport
 Lone Pine, California
 surface Taxiway A and Associated Connector Taxiways
 AIP No. 3-06-0126-018-2023
 ACI No. 236957
 Bid Opening: May 11, 2023 at 2:00 p.m., PDT

Item No.	Spec No.	Description	Qty	Unit	Engineer's Estimate		Maxwell Asphalt, Inc.		American Road Maintenance	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule I - Resurface Taxiway A and Associated Connector Taxiways										
1	C-105	Mobilization	1	LS	\$ 11,700.00	\$ 11,700.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00
2	P-101a	Minor Crack Sealing	2	TON	\$ 4,000.00	\$ 8,000.00	\$ 6,500.00	\$ 13,000.00	\$ 4,500.00	\$ 9,000.00
3	P-101b	Major Crack Repair	1,640	LF	\$ 20.00	\$ 32,800.00	\$ 12.00	\$ 19,680.00	\$ 20.00	\$ 32,800.00
4	P-608	Asphalt Surface Treatment	19,170	SY	\$ 2.00	\$ 38,340.00	\$ 2.25	\$ 43,132.50	\$ 4.00	\$ 76,680.00
5	P-620a	Marking Removal	11,590	SF	\$ 1.75	\$ 20,282.50	\$ 1.50	\$ 17,385.00	\$ 2.50	\$ 28,975.00
6	P-620b	Tempoary Marking	3,283	SF	\$ 1.50	\$ 4,924.50	\$ 6.00	\$ 19,698.00	\$ 3.00	\$ 9,849.00
7	P-620c	Marking	5,122	SF	\$ 2.50	\$ 12,805.00	\$ 6.00	\$ 30,732.00	\$ 3.00	\$ 15,366.00
TOTAL SCHEDULE I					\$ 128,852.00		\$ 158,627.50		\$ 189,670.00	

	Engineer's Estimate	Maxwell Asphalt, Inc.	American Road Maintenance
Bid Total - Schedule I	\$ 128,852.00	\$ 158,627.50	\$ 189,670.00

**AGREEMENT
BETWEEN THE COUNTY OF INYO AND
MAXWELL ASPHALT, INC.
for**

**RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT
AT THE
LONE PINE AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0126-018-2023
COUNTY PROJECT NO: 150502-23**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 5, 2023, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Maxwell Asphalt, Inc. (hereinafter referred to as "CONTRACTOR") for the construction of the RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.
- V. STANDARD OF PERFORMANCE:** CONTRACTOR represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. COUNTY relies upon the representations of CONTRACTOR regarding professional and/or trade training, licensing, and

ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the COUNTY does not operate to release CONTRACTOR from any responsibility to perform work to professional and/or trade standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Contract. CONTRACTOR shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the COUNTY shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession and/or trade.

- VI. INDEPENDENT CONTRACTOR:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY's objectives in entering this Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY's employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR's sole responsibility. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR's compensation.
- VII. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.
- VIII. CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

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

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

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

1. **Safety Training:** Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
2. **Child, Family and Spousal Support Reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.
3. **Nondiscrimination:** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

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

XIII. PREVAILING WAGE: Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is

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

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

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

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

If to CONTRACTOR: Maxwell Asphalt, Inc.
Attn: Rob McIntosh
37th St.
Clearfield, UT, 84015

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

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

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

1. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
2. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
3. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

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

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

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

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

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, "Contract Components"**; for the purpose of this Contract, Special Provisions includes:
 - a. County Provisions;
 - b. General Provisions;
 - c. Federal Provisions;
 - d. Special Provisions; and
 - e. Technical Specifications.

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

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, 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 CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR 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.

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a

specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner'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.

C. GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR 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 CONTRACTOR 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.

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

1. **Compliance with Regulations:** The CONTRACTOR (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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR 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 CONTRACTOR, 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 CONTRACTORS, 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).

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR 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 CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner 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.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

CONTRACTOR must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the CONTRACTOR’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

RESURFACE TAXIWAY A & ASSOCIATED CONNECTOR TAXIWAYS PROJECT

AT THE

LONE PINE AIRPORT

Contract And Bond Forms

Page C-12

the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. 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 subgrant.

In support of this initiative, the Owner encourages the CONTRACTOR 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 CONTRACTOR 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.

J. ENERGY CONSERVATION REQUIREMENTS

CONTRACTOR 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 6201et seq).

K. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The CONTRACTOR 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 CONTRACTOR’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

L. 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.

M. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

N. 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.

O. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

P. 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 a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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.

Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS 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.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" COUNTY OF INYO RELEVANT PORTIONS OF REQUEST FOR BIDS

Attachment "B:" RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment "C:" INSURANCE PROVISIONS

---o0o---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO

CONTRACTOR

Rick Pucci, Board Chair

[_____], Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: NATE GREENBERG
County Clerk
Board of Supervisors

By _____

Inyo County Counsel

By:

APPROVEE AS TO INSURANCE
REQUIREMENTS:

By _____
Inyo County Risk Manager

Attachment "A"

RELEVANT PORTIONS OF REQUEST FOR BID

All bid documents are incorporated into this contract by reference.

Attachment "B"

RESPONSE TO REQUEST FOR BID

The Contractor's bid submittal is incorporated into this contract by reference.

Attachment "C"

INSURANCE PROVISIONS

Insurance Requirements for Airport Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations , bodily injury, property damage, and personal and advertising injury, with no exclusion for work performed at airport, with limits no less than **\$10,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If CGL policy has exclusion/s for work performed at airport, then a separate airport liability policy must also be maintained with the same limits and specifications stated in this paragraph.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design-Build or Construction Management), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractor’s Pollution Legal Liability** with limits no less than \$2,000,000 per occurrence or claim.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the

Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Other Insurance Provisions

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

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

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies

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

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable insurance language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

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

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed

by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

Los Angeles Airports District
Office:
777 S Aviation Blvd, Ste 150
El Segundo, CA 90245

August 9, 2023

Michael Errante
Director of Public Works
Inyo County
703 Airport Road
Bishop CA 93514

Dear Mr. Errante:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0126-018-2023 at Lone Pine/Death Valley Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 23, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

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

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Saba Khan, (424) 405-7274, saba.khan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Nardos Wills
 Manager
 Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 9, 2023

Airport/Planning Area Lone Pine/Death Valley Airport

FY2023 AIP Grant Number 3-06-0126-018-2023

Unique Entity Identifier HLYHNFDK5XE6

TO: County of Inyo
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 12, 2023, for a grant of Federal funds for a project at or associated with the Lone Pine/Death Valley Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lone Pine/Death Valley Airport (herein called the "Project") consisting of the following:

Seal Taxiway A(35 feet x 4100 feet) Pavement Surface, Design & Construction

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$224,394.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$ 0 for planning;
\$ 224,394 airport development or noise program implementation; and,
\$ 0 for land acquisition.
2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 23, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS

28. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

29. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;

- ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
31. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
32. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
33. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
34. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Nardos Wills

(Typed Name)

Acting Manager, LA Airports District Office

(Title of FAA Official)

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

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

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

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 9, 2023

County of Inyo

(Name of Sponsor)

Michael Errante

Michael Errante (Aug 9, 2023 15:31 PDT)

(Signature of Sponsor's Authorized Official)

By: Michael Errante

(Typed Name of Sponsor's Authorized Official)

Title: Public Works Director

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 9, 2023

Grace Chuchla
By: Grace Chuchla (Aug 9, 2023 16:38 PDT)
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**County of Inyo**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport

purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 12, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION #2023 - XX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE SUBMITTAL OF APPLICATIONS, ACCEPTING ALLOCATION OF
FUNDS, AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT
IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) Grant 3-06-0126-018-2023 for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5.0% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of the application for the AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Inyo, State of California:

1. Authorizes filing the application for the state AIP Matching Grant for this project;
2. Authorizes accepting the allocation of state AIP matching funds for the project;
3. Authorizes execution of the AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Public Works Director Michael Errante to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the 5th day of September, 2023, and the resolution was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Nate Greenberg, Clerk

by _____
Assistant Clerk to the Board



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4123

Commercial Hangar Lease Agreement with REACH Air Medical at the Bishop Airport Public Works - Airports ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Approve and ratify the lease agreement between the County of Inyo and REACH Air Medical Services, LLC DBA Cal-Ore Life Flight, LLC of Sacramento, CA for the real property described as 770 Airport Rd., Bishop CA, for an amount in year one of \$3,800 per month for the period of January 1, 2023 to December 31, 2027, with four two-year options to extend through December 31, 2035, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

This lease provides hangar space for REACH Air Medical Services, LLC at the Bishop Airport. The annual lease rate increases are tied to the Consumer Price Index (CPI) for the Los Angeles area. Should the County exercise the option for the extensions, the increase will be negotiated by both parties, but will not exceed five percent (5%) per extension period. The lease excludes a 40-foot by 25-foot portion of the hangar, which is retained by the County for storage of the Aircraft Rescue and Firefighting vehicle.

This lease came before your Board for approval on July 18th, 2023, however minor edits from Risk Management were missing from the document that was included in the agenda item; this item corrects that oversight.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	150100
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Revenue derived from this lease agreement will go to the Bishop Airport Operating Budget (150100) to offset operational expenses.			
Future Fiscal Year Impacts			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this Lease Agreement. This is not recommended, as doing so would leave REACH Air Medical Services, LLC without hangar space, and would leave the Bishop Airport without an important revenue source.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. REACH Air Medical Lease

APPROVALS:

Darcy Ellis	Created/Initiated - 8/31/2023
Ashley Helms	Approved - 8/31/2023
Darcy Ellis	Approved - 8/31/2023
John Vallejo	Approved - 8/31/2023
Amy Shepherd	Approved - 8/31/2023
Nate Greenberg	Final Approval - 8/31/2023

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

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, by and between REACH Air Medical Services, LLC / Cal Ore Lifeflight, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

1. ADMINISTRATION.

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

2. LEASED PREMISES.

County leases to Lessee, and Lessee hires from County, as herein provided, a hangar and office space located at Hangar A, Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, as more particularly shown in Attachment A. This space shall be used to store the following described aircraft owned by Lessee:

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

Aircraft #2 Aircraft Make: Pilatus
Aircraft Model: PC-12
Aircraft N#: N991GF (S/N 483)
Aircraft Gross Weight: 9921 lbs
FAA Registered Owner:
Name Guardian Flight
Address 10888 South 300 West
City/State South Jordan, UT 84095
Phone (801) 619-4900

3. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for five years beginning January 1, 2023 and continuing through and including December 31, 2027. In addition to the initial term, there will be four (4) options to extend the Lease for additional two (2) year periods as follows:

- a. From January 1, 2027 through December 31, 2029.

- b. From January 1, 2029 through December 31, 2031.
- c. From January 1, 2031 through December 31, 2033.
- d. From January 1, 2033 through December 31, 2035.

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

4. EXERCISING OPTIONS TO EXTEND TERM.

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

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

5. HOLDING OVER.

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

6. LEASE PAYMENTS.

Lessee will pay to County \$0.15 per square foot per month in year one. The lease amount will increase each year by the Consumer Price Index (CPI) for the Los Angeles area as published by the Bureau of Labor Statistics at www.bls.gov. The annual lease amount in year one is \$45,600.00. The annual lease amount in subsequent years will be tied to the CPI for the Los Angeles area, and therefore cannot be calculated until those years. The first CPI increase is scheduled to occur on 01/01/2024. The increase or decrease will be determined by comparing the Base index value of the prior year's lease. The formula for the change is as follows: Current base index value minus the prior base index value divided by the base index value. The result will be multiplied by 100 to determine the percentage of the change in lease amount. Lessee agrees to pay County said amounts in quarterly installments of \$11,400 for year one, payable on

County of Inyo - Bishop Airport
Reach Commercial Hangar Lease

the first day of each quarter, and thereafter during the term of this lease, or any extension thereof. If Lease payment is received more than ten (10) days after the date upon which it is due, a late payment equal to 5% of the lease payment shall be imposed.

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

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

7. AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) VEHICLE STORAGE.

As depicted more specifically in Attachment A, this lease excludes a 40 x 25 ft. space within Hangar A ("the County space"). The County space remains under the control of the Lessor and will be used by Lessor for the storage of the Aircraft Rescue and Firefighting Vehicle ("ARFF"). Lessee has no right to utilize any of the County space for its operations or storage.

As further depicted in Attachment A, this lease includes a triangular area adjacent to the County space that is to be shared by both parties for the purpose of ingress and egress to the hangar ("the shared space"). The Parties agree that no equipment will be stored in the shared space and no vehicles or aircraft will be left unattended in the shared space. The shared space will only be used for active passage in and out of the hangar by vehicles or aircraft. Lessee understands that the ARFF may need to be deployed in emergency situations at unpredictable times and that preserving unimpeded access to the shared space is of crucial importance.

Both parties agree to exercise due care and caution to ensure that they do not damage the equipment of the other party when entering/exiting the hangar with aircraft or vehicles.

8. USE OF PREMISES.

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

9. MASTER EASEMENT.

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

10. DELIVERY OF POSSESSION.

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

11. QUIET POSSESSION.

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

12. PARKING.

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

13. HOURS OF USE.

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

14. UTILITIES.

Lessee shall provide and pay for such electricity, lighting, heating, ventilation and all other utilities as are necessary for the reasonable use and enjoyment of the leased premises by the Lessee. All charges for other utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals as required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility service facilities) shall be paid by Lessee.

15. JANITORIAL SERVICES.

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

16. REPAIRS AND MAINTENANCE.

Lessee will maintain the leased premises and keep them in good repair at Lessee's own expense, including but not limited to the following: Exterior walls and roof, plumbing, electrical, hangar door operation, heating and air conditioning, lighting, air compressors, roof and exterior siding and aprons and tie down areas within the Lease Premises, which will be maintained in a similar condition as exists at the effective date of this Lease, excepting reasonable wear and tear or damage that may be caused by Acts of God. The County shall not be responsible for the maintenance and/or repair of any structure or improvement placed on the leased premises by the Lessee, in which case Lessee shall be solely responsible for the maintenance and/or repair of those structures and improvements. Repairs and maintenance needs arising from the County's use of the County space (as defined in Section 7) shall be the responsibility of the County.

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

17. ENTRY FOR INSPECTION AND MAINTENANCE.

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

18. ALTERATIONS AND IMPROVEMENTS.

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

19. SIGNS.

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

20. WASTE.

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

21. COUNTY PROPERTY COVERAGE.

County may procure and maintain property insurance coverage on the structure itself and the county's ARFF assets within it. Such insurance will be solely for the County's benefit. Lessee will have no right, title, or interest in such policy or in payments made to County under such policy. Lessee is solely responsible for its employees and assets, and their guests and their assets, on the leased premises.

22. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be totally or partially damaged by an event which is covered by the insurance policy described in Section 21 during the term of this Lease or extension thereof, other than through the fault or neglect of Lessee, repairs shall be made by County at County's sole expense, with all reasonable dispatch. In the event that damage by such event, other than through the fault or negligence of Lessee, amounts to substantial destruction of the leased premises which cannot be repaired in three (3) months, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction. If this Lease is not so terminated, Lessee shall be entitled to a pro rata reduction in the annual Lease payment to be jointly agreed upon by County and Lessee. If the leased premises are damaged or destroyed through the sole fault or negligence of Lessee or its

employees, agents, invitees, or sublessees, this Lease may not be terminated by Lessee, and it shall be the obligation of Lessee, at its sole expense, to reconstruct or repair said leased premises.

23. LESSEE INSURANCE REQUIREMENTS.

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

24. INDEMNIFICATION/HOLD HARMLESS.

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

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

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

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

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

25. COMPLIANCE WITH LAW.

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

26. ASSIGNMENT OR SUBLEASE OF PREMISES.

Lessee agrees not to assign this Lease or encumber its leasehold, or any interest therein, without first obtaining the written consent of the County. Any such assignment shall not release the Lessee from liability hereunder, and any assignee shall expressly assume all Lessee's obligations

hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

Lessee shall manage the Leased Premises. Lessee may sublet portions of the Leased Premises for aircraft parking and aircraft operation purposes. Any rental or sub-lease used by Lessee shall, by reference, include all provisions of this lease and the Grant Assurances (Section 27) and shall comply with provisions of the Airport Master Lease and Master Easement, between the LESSOR and LADWP.

27. TAXES, ASSESSMENTS, AND FEES.

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

28. FAA-REQUIRED PROVISIONS

a. Nondiscrimination

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

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

b. Airport Protection

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

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

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

c. Property Rights Reserved

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

d. Exclusive Rights

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

29. MODIFICATION.

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

30. TERMINATION.

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

31. RETURN OF PROPERTY AT TERMINATION.

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

32. SUBORDINATION.

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

Notwithstanding such subordination, Lessee's right to quiet possession of the leased

premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

33. MECHANIC'S LIEN.

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

34. FORCE MAJEURE.

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

35. WAIVER.

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

36. DEFAULT.

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

37. INUREMENT.

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

38. SEVERABILITY.

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

39. TIME IS OF ESSENCE.

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

40. ADDITIONAL TERMS AND CONDITIONS.

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

41. ENTIRE AGREEMENT.

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

42. CONSTRUCTION OF AGREEMENT.

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

43. NOTICE.

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

COUNTY

Public Works Deputy Director
703 Airport Road
Bishop, CA 93514

**Department
Address
City and State**

LESSEE

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

**Name
Address
City and State**

With a Copy Mailed to:
REACH Air Medical Services, LLC
Associate General Counsel
1001 Boardwalk Springs Place, Suite 250
O'Fallon, MO 63368

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

Initial Term of Lease:
January 1, 2023 through June 30, 2024.

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

COUNTY

LESSEE

Lease Administrator

By _____
Director, Department of Public Works

Signature

Type or Print Name

Date: _____

Date: _____

Approved as to form and legality:

County Counsel

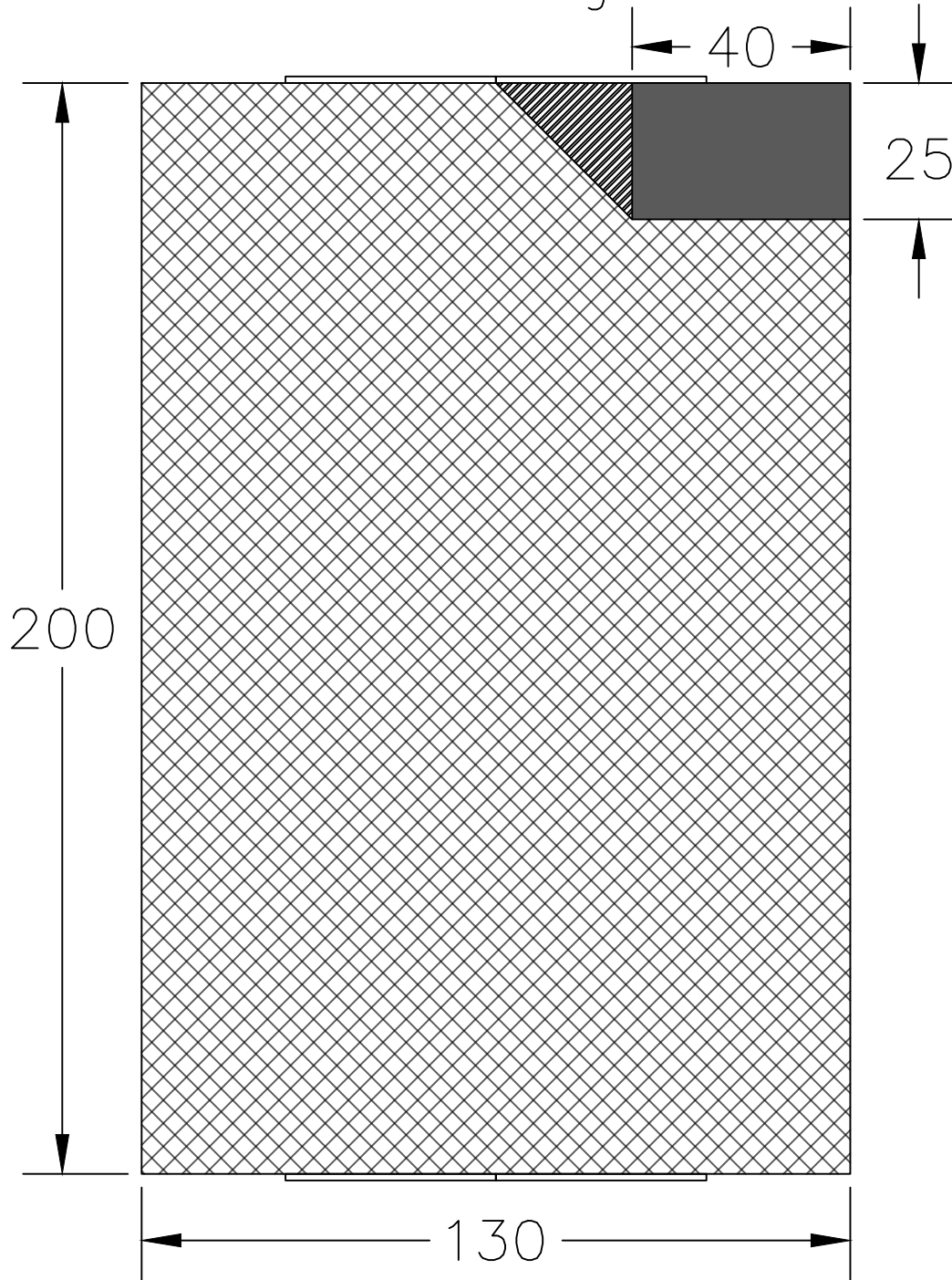
Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:

County Risk Manager

Attachment A: Hangar A Lease



Leased Premises



County Space



Ingress/Egress - Shared



Attachment B

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment B

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

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

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

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

Self-Insured Retentions

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

Other Insurance Provisions

Attachment B

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

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

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

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

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

Acceptability of Insurers

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

Attachment B

Verification of Coverage

Vendor/Contractor/Operator shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor/Contractor/Operator obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Vendor/Contractor/Operator hereby grants to Inyo County a waiver of subrogation which any insurer may acquire against Inyo County, its officers, officials, employees, and volunteers, from Vendor/Contractor/Operator by virtue of the payment of any loss. Vendor/Contractor/Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

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

Subcontractors

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

Special Risks or Circumstances

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



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4111

Support for Caltrans' Reconnecting Communities: Highways to Boulevards Grant Application

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Eastern Sierra Council of Governments

ITEM PRESENTED BY

Elaine Kabala

RECOMMENDED ACTION:

- A) Consider the Concept Application for the State of California, Caltrans, Reconnecting Communities: Highways to Boulevards Grant (Cal RC:H2B Grant);
- B) Approve Resolution No. 2023-28 authorizing the Eastern Sierra Council of Governments to submit an application for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant; and
- C) Authorize the Chairperson to sign a Letter of Support as a grant Co-Applicant for the California Department of Transportation Reconnecting Communities: Highways to Boulevards Grant.

BACKGROUND / SUMMARY / JUSTIFICATION:

From the grant guidelines: "An application will include the full projected lifecycle of a project(s) from concept to final completion, **but may not have defined scope, schedule, and budget for all phases at time of application. A project may include multiple phases and components.** The potential for concurrent or expedited delivery of project components or phase components may be considered, as determined prior to the start of each project phase."

Project work is expected to be completed in 2026. The tight timeline, paired with the complexity of implementation across numerous partners and geographies will limit the ability to implement physical infrastructure: however, the grant presents an opportunity to move many of the larger visions of the communities on the 395 corridor from planning to "shovel ready" projects, which each jurisdiction and Caltrans can leverage to expedient implementation through other funding sources in the future.

Awarded funds can also be used as a match for the Federal Infrastructure Bill Highways to Boulevards program, allowing this opportunity to be a catalyst for larger project opportunities in the future.

Description of Proposed Project Scope:

If a grant is awarded, the first phase is a mandated "Community Readiness" phase, in which all partners and Caltrans Headquarters would audit existing plans for project readiness. It is during this phase that the scope, schedule, and budget would be finalized. The outcomes and deliverables of the Community Readiness phase will be the preparation of a preliminary outline or vision of the projected future phases and components, including a draft financial plan, identification of community stakeholders/ partners and

their role(s), and a plan to address the applicable Program Goals and efforts proposed in the application. A detailed scope, schedule, and budget will also be developed for the next phase of the project. Prior to initiating work on each phase, or a component of each phase, the awardee shall work with Caltrans to prepare a PSA that includes the scope, schedule, and budget.

The scope is broadly proposed as the following:

Phase 1: Consolidate already completed plans into a single corridor plan. Staff has been working with Caltrans and regional partners to develop a library of existing planning documents and previous visioning efforts.

- Confirm public support for the concepts proposed in past planning efforts. The ESCOG and its consultants will work with partner agencies to confirm the adopted plans are still relevant and desirable.
- Identify planning gaps for achieving the broader corridor vision. Several communities do not have plans in place documenting the communities' concerns regarding Highway 395 and a vision to mitigate those concerns in their central business district. These communities include Independence, Big Pine, and some Tribal communities. (see Attachment C).
- Identify common themes for incremental project implementation. Analysis of existing plans has identified similar traffic calming solutions identified in each community, including standardized gateway signage for each community with a consistent Eastern Sierra branding, consistent speeds coming into communities, enhanced crosswalk visibility, streetscaping, and street trees.

Phase 2: Conduct planning studies for identified gaps. Several communities do not have individual downtown community or specific plans in place documenting the community's vision. The ESCOG and its consultants will work with partner agencies to develop a vision specific to the scope of this funding opportunity to address Main Street enhancements.

This phase can also be leveraged to implement identified next steps from other planning efforts if desired by the community in Phase 1 without committing to full design and engineering. For instance, the Bishop Area Access and Circulation Feasibility Study includes recommendations for an alternative truck route and improved City circulation which can be advanced by determining community support for a preferred alignment and conducting initial feasibility studies.

Phase 3: Prepare design / engineering for projects identified for near-term and long-term implementation. This phase will be informed by the Community Readiness Phase and Phase 1 to determine the status of existing planning projects, which can be implemented within the term of the grant funding, and which can move into design and engineering phases to become "shovel ready" projects.

Phase 4: Implement incremental projects. Projects that can be moved through design, engineering, and encroachment within the funding timeline may be advanced for implementation. Such projects may include the implementation of the 2010 Highway 395 Corridor Enhancement Project (gateway signage, the 2021 Sustainable Tourism and Recreation Initiative Scenic Byway Analysis, and streetscaping projects within each community.

Project implementation would occur through each partnering jurisdiction through encroachment permits from Caltrans. The infrastructure improvements would be owned and maintained by the implementing agency unless otherwise agreed upon.

If ESCOG and D9 are awarded Cal RC:H2B Grant funds, the moneys would be used to hire a consultant to refine and advance select ideas previously explored and identified in the many planning studies and bring them to a "shovel-ready" status. If the grant schedule allowed, it may even be possible to start construction on several of the projects. Also, even if this grant schedule does not allow us to fund the construction of projects, the monies would have brought several projects through final design, making them "shovel ready" and then eligible for construction grants through the Federally funded Reconnecting

Community: Highways to Boulevard grant program which is also generously funded. Cal RC:H2B Grant funds could also be used as a match for the similarly named Federal program. Caltrans Headquarters and D9 staff will also help find funding sources to complete the projects that are initiated with the Cal RC:H2B Grant.

Conceptual Budget:

As described, the H2B proposal does not require a finalized budget. The conceptual budget below is for consideration and is subject to change.

Phase	Amount
Phase 1	\$750k
Phase 2	\$1.5M
Phase 3	\$8M
Phase4	\$30M
Total	\$40.25M

Lead Applicant / Co-Applicant / Partner Responsibilities:

The ESCOG would serve as the lead application for the project and would be the primary grant administrator responsible for the program, hiring and managing contractors, and fiscal reporting. Caltrans and partner jurisdictions (such as Federal Tribes, Counties, and incorporated cities) would serve as co-applicants with implementation authority.

Applicant Type	Roles & Responsibility	Requirement
Lead Applicant	The primary grant administrator; in charge of the program and fiscal reporting.	<ul style="list-style-type: none"> · There is only one lead applicant. · Must have an existing Master Agreement with DLA. · Must act as grant administrator, unless designate an implementing agency. · The Lead cannot be Caltrans.
Co-Applicant(s)	An eligible applicant who is jointly involved in the submittal of program application. Multiple co-applicants are encouraged.	<ul style="list-style-type: none"> · Must be an eligible applicant. · Must be Caltrans if project on SHS.
Implementing Agency	Is the lead applicant or co-applicant who will carry out the implementation of work for a particular phase or project component.	<ul style="list-style-type: none"> · Must be a Lead or Co-Applicant. · Must have an existing Master Agreement with DLA. · May vary per project phase.
Partnering Organization(s)	Local agency, Tribal government, or other organizations with a history of providing community-based outreach or technical assistance who will provide value to the application.	<ul style="list-style-type: none"> · May or may not be an eligible applicant. · Must submit proof of active partnership and partnership structure that identifies roles and responsibilities of each partner identified in the application.

FISCAL IMPACT:

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

No budget impacts are associated with the consideration of the grant application. Caltrans has generously provided staff to assist with writing and coordinating the application.

If the grant is awarded, there is no matching grant requirement nor is there a requirement to submit a budget to be considered for a grant award. Grants will be awarded based on need and the quality and completeness of the application. Budgets and grant scope will be established after the grant is awarded. Also, the unique nature of this grant program is set up with the understanding that small communities do not have the financial assets to lay out funds of this magnitude, even for a short period of time. The RC:H2B is a reimbursement program for eligible costs incurred to the designated implementing agency for each individual phase. Payments to contractors and consultants will be paid directly from funds from the State of California, through the co-applicant, Caltrans District 9 on behalf of the winning grantee. Staff salaries for those working directly on the project are an eligible expense.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not execute the resolution, which would prevent the ESCOG from being empowered to apply for the grant. By not applying, the Eastern Sierra would forgo the opportunity to apply for significant funding to holistically address safety and beautification treatments along the Highway 395 corridor.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The ESCOG would serve as the lead application for the project and would be the primary grant administrator responsible for the program, hiring and managing contractors, and fiscal reporting. Caltrans and partner jurisdictions (such as Federal Tribes, Counties, and incorporated cities) would serve as co-applicants with implementation authority. Other agencies involved include:

- The ESCOG
- Mono County
- The City of Bishop
- Caltrans District 9
- The Lone Pine Paiute Shoshone Tribe
- The Fort Independence Tribe
- The Big Pine Paiute Tribe
- The Bishop Paiute Tribe
- The Mono Lake Kutzadika'a
- The Bridgeport Indian Colony

ATTACHMENTS:

1. Attachment A: Draft Resolution No. 2023-28
2. Attachment B: Co-Applicant Sign-on Letter
3. Attachment C: RC H2B Overview Map
4. Attachment D: Regional Plan List

APPROVALS:

Darcy Ellis	Created/Initiated - 8/24/2023
Darcy Ellis	Approved - 8/24/2023
John Vallejo	Approved - 8/24/2023
Amy Shepherd	Approved - 8/24/2023
Nate Greenberg	Final Approval - 8/30/2023

RESOLUTION NO. 2023-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO SUBMIT AN APPLICATION FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION RECONNECTING COMMUNITIES: HIGHWAYS TO BOULEVARDS GRANT

WHEREAS, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies' constituents; and

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority (ESCOG) was organized to identify and apply for funding resources and receive funding for the planning and implementation of programs of regional impact or significance, and to implement such programs upon approval of the governing bodies of each Member Agency; and

WHEREAS, the Board of Directors of the Eastern Sierra Council of Governments is an eligible applicant for the California Department of Transportation (Caltrans) Reconnecting Communities: Highways to Boulevards grant funding opportunity; and

WHEREAS, the Caltrans Reconnecting Communities: Highways to Boulevards grant would have inter-jurisdictional benefits in Inyo and Mono Counties, which would enhance regional collaboration, advance the vitality of Eastern Sierra communities, and reinforce the regional identity of the iconic Eastern Sierra; and

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors that the Eastern Sierra Council of Governments is authorized to submit a Caltrans Reconnecting Communities: Highways to Boulevards grant on behalf of the Eastern Sierra Council of Governments.

PASSED AND ADOPTED this 5th day of September, 2023 by the following vote:

AYES:

NOES:
ABSTAIN:
ABSENT:

Chairperson Jennifer Roeser

ATTEST: Nate Greenberg
Clerk of the Board

BY: _____
Assistant Clerk

Sample Co-Applicant Sign-On Letter

Dear Highways to Boulevards Grant Selection Committee,

For 50+ years U.S. Highway 395 in Mono and Inyo Counties has been engineered with singular goal of moving goods and traffic quickly and efficiently through the communities we call home. Sadly, this highway-oriented design focus has rarely considered the negative impacts fast-moving passenger and freight highway traffic has on the communities U.S. 395 bisects. While Highway 395 serves as Main Street as it runs through the heart of our Eastern Sierra communities, its highway focused design has been at the expense of pedestrian safety, alternative modes of transportation, and the overall livability of our communities. Highway 395 is a barrier between children and their schools, causes significant noise and air pollution, and makes properties along 395 undesirable for both commerce and residential uses alike.

For these reasons and more, **AGENCY** have joined the Eastern Sierra Council of Governments (ESCOG) and Caltrans District 9 (D9) as a co-applicant for the State of California Reconnecting Communities: Highways to Boulevards (RC:H2B) Grant as a “Corridor” applicant. “*Our community (replace with your community’s name)*” has suffered the ill effects caused by freeway-style highway construction on U.S. 395 and endeavors through this opportunity to advance the vision of our community for a safer and more vibrant downtown. **(Please insert some examples here if you can).**

This is a catalytic opportunity for our community and the Eastern Sierra region, and we are grateful for the opportunity to work with our communities to envision and design solutions to address their concerns. As a co-applicant, we are ready to commit our support (in-kind contributions, staff resources, project engagement) through to the end of the RC:H2B process should ESCOG, D9 and its co-applicants be awarded the grant. We believe this grant presents a rare opportunity to advance the vision of Eastern Sierra communities located on the U.S. 395 corridor to live in safe and beautiful neighborhoods, complete with vibrant and prosperous downtowns.

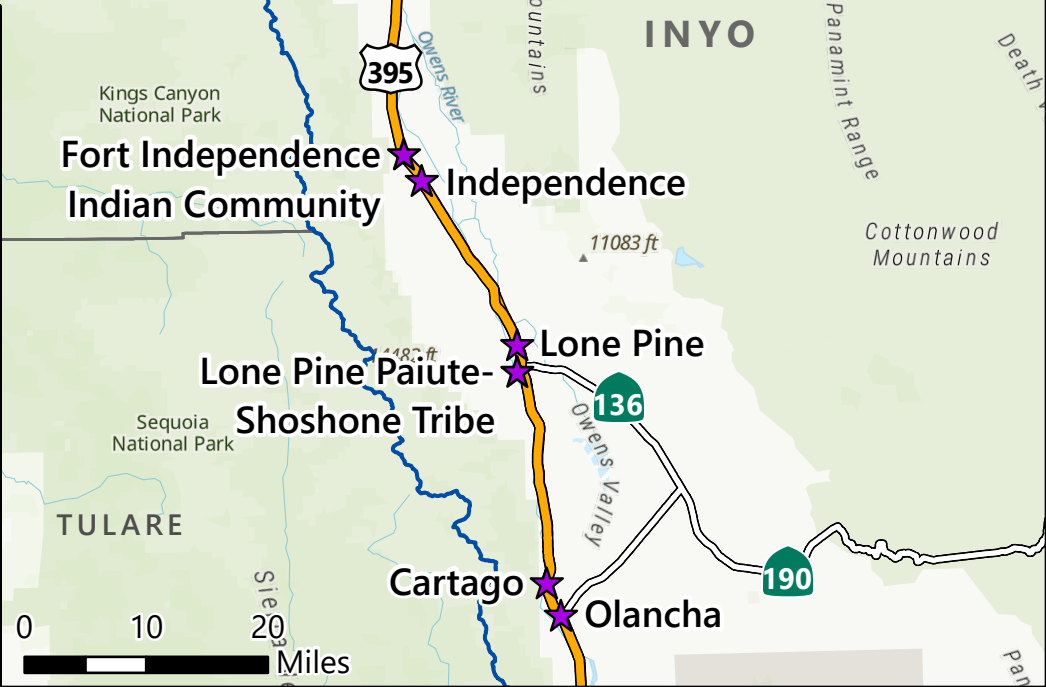
Sincerely,



Proposed RC:H2B Grant: Reclaiming US 395 Main Street Communities

Grant Scope

- ★ Community
- US 395



Regional Plan List

	Project Name	Year	Agency	County
1	Fort Independence Paiute Tribe: Tribal Transportation Safety Assessment (SafeTREC Report)	22/23	Fort Independence Paiute Tribe	Inyo
2	City of Bishop Commercial Mixed-Use Overlay Zone	20/21	City of Bishop	Inyo
3	Eastern Sierra Transit Authority Electrification Feasibility Study	21/22	ESTA	Both?
4	North Sierra Highway Sustainable Corridor Plan	15/16	Inyo County	Inyo
5	Olancho-Cartago Corridor Study	17/18	Inyo County	Inyo
6	Lone Pine PPEC project	2020	Inyo County	Inyo
7	Lee Vining Rehab PPEC	2018	Mono County	Mono
8	Bridgeport US 395 Main Street Plan	2013	Mono County	Mono
9	Eastern Sierra Corridor Enhancement Plan	2010	Kern COG	EKern Inyo Mono
10	City of Bishop Commercial Mixed-Use Overlay Zone	19/20	City of Bishop, Inyo County	Inyo
11	Bishop Paiute Tribal Transportation Planning Project	16/17	Bishop Paiute Tribe	Inyo
12	Lone Pine Safety Evaluation	2005		Inyo
13	Caltrans District 9 Origin-Destination Study 2019-2020	19/20	District 09 Caltrans	Inyo Mono
14	The Inyo County Regional Transportation Plan	2019	Inyo County Local	Inyo
15	Big Pine Paiute Clean Mobility Needs Assessment	2021	Big Pine Paiute Tribe	Inyo
16	Corridor Management Plan - Highway 395 Scenic Byway	2018	Mono County	Mono
17	Character Inventory & Design Guidelines for Highway 395 Scenic Byway Corridor Communities, Mono County CA	2015	Mono County	Mono
18	Caltrans District 09 Active Transportation Plan (CAT plan)	2021	Caltrans D09	EKern Inyo Mono
19	Eastern Sierra Freight Study	2019	Caltrans D09	EKern Inyo Mono
20	Bishop Area Access and Circulation Feasibility Study	2007	City of Bishop, Inyo County	Inyo



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4059

Letter to Housing and Community Development on Veterans Housing Program County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Jeff Griffiths

RECOMMENDED ACTION:

Approve the letter to the state Department of Housing and Community Development (HCD) raising concerns about the Lead Service Provider Requirements of the Veterans Housing and Homelessness Prevention Program (VHHP) and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has long sought to support reasonably priced and accessible housing for all residents, including our local Veterans. Veteran-specific funding sources for housing are available through the state Department of Housing and Community Development (HCD), and the County, in partnership with the City of Bishop, Mammoth Lakes Housing, Visionary Home Builders and a workgroup of interested local citizens recently sought to apply for funding for Veterans Housing, potentially to be included in the Silver Peaks Affordable Apartment complex in Bishop. During the process of reviewing the application requirements, it was noted that the application requires that the local agency providing services at the HCD-funded Veterans Housing complex have several years of experience providing services at existing Veterans supportive housing or transitional housing projects. Because Inyo County does not have any existing Veterans supportive housing or transitional housing projects, an experience requirement that requires that our local agencies to already have experience with Veterans supportive and transitional housing projects serves as an insurmountable barrier to Inyo County's participation in this program. This letter draws HCD's attention to the discriminatory nature of these requirements, which prevent the counties with the least amount of housing infrastructure or existing affordable housing programs from being able to access HCD funds.

FISCAL IMPACT:

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

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the submission of this letter to HCD. This is not advised, as the requirements of the VHHP program's Lead Service Provider experience requirements will likely continue to prevent Inyo County from ever participating in the program, unless we are successful in drawing attention to these unfair anti-rural conditions.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mammoth Lakes Housing, City of Bishop, CSAC.

ATTACHMENTS:

1. Veterans Housing Letter to HCD

APPROVALS:

Meaghan McCamman	Created/Initiated - 8/8/2023
Darcy Ellis	Approved - 8/9/2023
John Vallejo	Approved - 8/9/2023
Nate Greenberg	Approved - 8/30/2023
Meaghan McCamman	Final Approval - 8/30/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



August 15, 2023

California Housing & Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

RE: Veterans Housing and Homelessness Prevention Program Guidelines, Lead Service Provider Requirements

To Whom it May Concern:

On behalf of Inyo County, I write today to express my concerns with the Lead Service Provider (LSP) requirements in the Veterans Housing and Homelessness Prevention Program (VHHP) Final Guidelines published on May 18, 2023. The high bar for experience set out in Section 201(I)(1)(A) and (B) makes it impossible for rural and frontier counties like Inyo to participate in the program, leaving our Veteran populations without access to VHHP funded housing, further exacerbating the disparities in services and care experienced by rural Veterans in California.

Inyo County is a vast landscape encompassing more than 10,000 square miles, making it the second largest county by landmass in California. The population is only about 19,000 people with an estimated 1,000 Veterans – 19 of whom were homeless as of the 2020 Point in Time (PIT) count. Inyo County has no permanent supportive housing within its borders, and only a limited transitional housing program that serves foster and group home children when they reach the age of 18. Inyo County is extremely remote, with major cities offering additional services a minimum of 4 hours' drive in any direction.

In a county with such limited services and no nearby metropolitan areas to call upon, meeting the LSP requirements in Section 201(I)(1)(A) and (B) is essentially impossible. Section 201(I)(1)(A) of the VHHP Final Guidelines require that an eligible project must:

“...utilize a LSP with at least four years of experience providing services to individuals and households experiencing Homelessness that includes ... two (2) years of experience providing services that include comprehensive case management to Veterans experiencing Homelessness in Permanent Supportive Housing or Transitional Housing ... This experience must have occurred ... in at least 2 projects of 10 or more units.”

The Final Guidelines Section 201(I)(1)(B) then goes on to state:

- “The experience requirements in subsection (A) above can be met in one of the following ways:*
- i. Providing comprehensive case management in either Project-based or tenant-based Permanent Supportive or Transitional Housing restricted to Veterans experiencing Homelessness ... organizational experiencing must be documented ... for services provided to at least 10 households at any one time ...*

- ii. *Providing comprehensive case management in either Project-based or tenant-based Permanent Supportive or Transitional Housing not restricted to Veterans experiencing Homelessness but in which Veterans comprise at least 20 percent of residents ...*
- iii. *If the LSP does not meet the requirements in either subsections (B)i. or ii. above, an executed agreement with a partner agency that meets the qualifications in subsection (B)i., above, must be submitted with the application. The agreement between the LSP and the partner agency must have a term of at least five years and must specify that the partner agency will collaborate to provide services to Veterans residing in the project ...”*

In a frontier County with no permanent supportive housing at all, and only a few transitional units serving foster and group home children, there is no way for any agency working in Inyo to meet the experience requirement in Section 201(I)(1)(A) and (B). Inyo’s only option to meet this requirement would be to contract with an agency with the required experience from elsewhere in California and partner with that agency to serve our local Veteran population – with the contractor driving a minimum of 4 hours in both directions to provide services. Contracting with a remote agency to provide comprehensive case management for Inyo County Veterans is an unworkable solution and would drive up the cost of services to a point that is impossible for an affordable project to afford. This requirement imposed by HCD on a frontier housing project makes the project infeasible.

Inyo County’s own Health and Human Services Agency has been providing comprehensive case management and support for decades to our Veterans experiencing homelessness – though we have been forced to do so without HCD funding for permanent supportive housing and transitional housing. Experience requirements like those in the VHHP Final Guidelines ensure that Inyo County will be forced to continue serving our Veterans on the streets, by blocking our ability to fund the very same supportive housing that we must have in place in order to get the experience required under these guidelines. The requirement that we must already have permanent supportive units or transitional units for Veterans in place in order to receive HCD funding for permanent supportive units or transitional units serves as an insurmountable barrier to entry for Inyo County, leaving our Veterans falling further behind as this funding grows already-existing capacity in larger and better-resourced counties.

For rural, remote, and frontier counties that cannot meet these experience requirements, there must be an exception in the VHHP Final Guidelines LSP experience requirements outlined in Section 201(I)(1)(A) and (B). Even better would be to ensure equity of access for rural Veterans by creating a VHHP round that allocates noncompetitive funding to rural counties who have no existing permanent supportive housing or transitional housing for veterans.

Finally, while this letter is specific to the program requirements of the VHHP, these discriminatory requirements are true of HCD programs across the Board. Inyo County strongly recommends that HCD convenes a rural task force or rural-specific advisory board, or even offer a slate of rural-specific housing funding programs to ensure that every program is accessible even to the most frontier of communities.

Don’t let the perfect be the enemy of the good.

Sincerely,

Chairperson Jennifer Roeser,
Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4054

Request to Change Ownership for Commercial Cannabis Permit 000140 Agricultural Commissioner ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Approve a request a change in ownership for commercial cannabis business license number 000140, NanoFarms, LLC.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board approved this license, located in zone 5G for the cultivation activity type, on January 8, 2019. On June 30, 2023, the licensee submitted a request to change ownership, which must be approved or denied by your board pursuant to Inyo County code section 5.40.130. The Permit Change Request and an attached letter supplementing this request are included in the agenda packet.

The request being made is that ownership be allowed to transfer from the original ownership of 100% Vincent Lin to 100% Larry Lai. Mr. Lai has completed the required LiveScan process successfully. The request was to transfer both a cultivation in excess of 5,000 square feet license type as well as a manufacturing level 2 license type.

FISCAL IMPACT:

Funding Source	Cannabis Budget, Non-General Fund	Budget Unit	023301
Budgeted?	Yes	Object Code	
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
This will have no fiscal impact as transferring the license would fall within our normal operations.			
Future Fiscal Year Impacts			
None			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request for ownership change. This would have unknown consequences to the viability of this license.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Inyo Ownership Change Request
2. Change of Ownership Letter

APPROVALS:

Nathan Reade	Created/Initiated - 8/11/2023
Darcy Ellis	Approved - 8/16/2023
Nathan Reade	Approved - 8/18/2023
John Vallejo	Approved - 8/18/2023
Amy Shepherd	Approved - 8/23/2023
Nate Greenberg	Final Approval - 8/30/2023



COUNTY OF INYO

COUNTY COMMERCIAL CANNABIS PERMITTING OFFICE

207 WEST SOUTH STREET
BISHOP, CA 93514
760.873.7860

COMMERCIAL CANNABIS BUSINESS PERMIT CHANGE REQUEST

SECTION 1 – TYPE OF PROPOSED CHANGE

<input type="checkbox"/>	Modification of Premises (may require CUP review, attach supporting documentation)
<input type="checkbox"/>	Change of Ownership (complete attached page 2)
<input type="checkbox"/>	Add/Change Medical or Adult-Use Designation (complete section below)
<input type="checkbox"/>	Add/Change License Type for Microbusiness (complete section below, may require CUP review)
<input type="checkbox"/>	Other Change

For license type change or addition, indicate desired type below:

<input type="checkbox"/> Cultivation (5,000 ft ² or less)	<input type="checkbox"/> Testing Laboratory
<input type="checkbox"/> Cultivation (greater than 5,000 ft ²)	<input type="checkbox"/> Retailer (If checked, do you plan to make deliveries? <input type="checkbox"/> Yes / <input type="checkbox"/> No)
<input type="checkbox"/> Manufacturing Level 1 (non-volatile extraction/infusion, etc.)	<input type="checkbox"/> Distributor
<input type="checkbox"/> Manufacturing Level 2 (volatile extraction)	<input type="checkbox"/> Microbusiness (check all activities that apply)

For license designation change, indicate desired type below:

Medical **Adult-use**

Provide a short description of proposed changes below:

RETURN TO: INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE
207 W SOUTH STREET
BISHOP, CA 93514

Licensee Information

Primary Owner Name			Percent Ownership %
Physical Address [REDACTED]	City [REDACTED]	State [REDACTED]	Zip Code [REDACTED]
Mailing Address (if different than physical address)	City	State	Zip Code
Primary Phone Number [REDACTED]	Secondary Phone Number	Email Address	
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Other Owner Information

Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name			Percent Ownership %
Mailing Address	City	State	Zip Code
List assessor parcel numbers of any real estate owned in Inyo County		Are you delinquent on any property taxes in Inyo County? <input type="checkbox"/> YES <input type="checkbox"/> NO	

June 30th, 2023

Commissioner Inyo County

Subject: Request for Transfer of Cannabis License Ownership

Dear Commissioner,

I am writing to formally request the transfer of ownership of our cannabis license to Larry Lai, a trusted business owner, and qualified individual. I would like to provide you with a comprehensive overview of our intentions and the qualifications of the prospective new owner. Due to personal health issues and pressing family matters, I find it necessary to transfer ownership of our business.

These circumstances demand my full attention and presence, making it challenging for me to continue managing the operations effectively. After careful consideration, we believe that transferring ownership to Larry Lai will ensure the continued success and growth of our business while prioritizing the well-being of our stakeholders.

Larry Lai brings a wealth of experience and expertise that will contribute to the continued success of the business. I would like to outline his professional background to assure you of his qualifications:

Financial Industry Experience: Larry has accumulated more than 30 years of experience working in the financial industry, including positions at esteemed institutions such as CitiGroup. This exposure has provided him with a solid foundation in finance, risk management, and business growth strategies. His financial acumen will be instrumental in maintaining the stability and profitability of our business.

Management Skills: Over the course of his career, Larry has consistently demonstrated exceptional management skills. He has successfully led teams, coordinated operations, and implemented effective business strategies that have resulted in streamlined processes, increased productivity, and overall organizational success. Larry's strong leadership abilities will ensure a smooth transition and continued growth for our business.

Regulatory Compliance: Larry understands the significance of maintaining strict compliance with all relevant laws and regulations governing the cannabis industry. He is fully committed to upholding the highest ethical standards and ensuring that our business operates within the boundaries of the law. With his meticulous attention to detail and dedication to regulatory compliance, we are confident that our operations will continue to meet and exceed all requirements.

We are fully committed to facilitating a seamless transition that minimizes disruptions and maintains business continuity. Our priority is to safeguard the interests of our employees, customers, suppliers, and all other stakeholders. We will work closely with Larry to ensure that

all contractual obligations are met and that our operations continue to run smoothly under his leadership.

If you require any additional information or have any specific inquiries regarding this transfer of ownership, please do not hesitate to contact us. We are more than willing to address any concerns and provide any further documentation that may be required.

Thank you for your attention to this matter, and we sincerely appreciate your support and guidance throughout this process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vincent Lin', with a stylized flourish at the end.

Vincent Lin
Nanofarms Group



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4121

Emergency Medical Services Update County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

This is an informational item, however, the Board may provide direction to staff as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 24, 2023 Inyo County signed a 30-day agreement for 911 Emergency Medical Services (EMS) with REACH Air Medical Services (Cal-Ore Life Flight dba Sierra Lifeflight). This agreement comes on the heels of a 90-day EMS agreement with Coast 2 Coast Public Safety (C2C), which was the winning responder to a Request for Proposals (RFP) released by the County in March. The RFP itself was developed in response to longtime EMS provider Symons Ambulance ceasing its operations for the Bishop area and relinquishing its hold on an Exclusive Operating Area agreement with the Inland Counties Emergency Medical Agency (ICEMA).

The 90-day agreement with C2C expired July 23, 2023 – a week before the company announced it could not continue providing EMS services to the greater Bishop area without a subsidy. A C2C representative told the Inyo County Board of Supervisors at its July 18, 2023 meeting that the company was not able to bring in the revenue it had initially anticipated, due to the newly non-exclusive nature of the Operating Area around Bishop. Prior to C2C’s announcement, the County was prepared to renew the C2C EMS contract through December, 2024 while the search for and analysis of long-term options were in progress. However, C2C’s announcement came with the news that it could only continue to operate with some form of financial assurance – effectively \$60,000/mo. – which would cover their operating costs and payroll.

The Board of Supervisors discussed the situation at length during its July 18, 2023 – receiving feedback from volunteer ambulance providers, hospital emergency department heads, and others in the process – and made clear its bottom line was maintaining ambulance service for its constituents. Given the time constraints, County staff underwent the informal bidding process outlined in the County’s Purchasing Policy, seeking bids from parties interested in stepping in to provide EMS for a 30-day period while a full RFP could be developed and released. Both of these activities took place on July 20, 2023.

The County received two bids: one from C2C and one from REACH/Sierra Lifeflight. While C2C submitted the preferred proposal, the firm ultimately withdrew its bid upon learning of competition for the contract. The County subsequently entered into a 30-day agreement with the other respondent, REACH, for a cost of \$25,000. This contract was active through August 22, 2023.

Responses to the RFP for interim EMS service (from August 22, 2023 - December 31, 2024) were received on August 7th. Since then, County and City officials have reviewed proposals and initiated contract negotiations. However, given the nature and complexity of the agreement, the parties need additional time to answer key questions which will allow for the further refinement of terms for service delivery.

On Tuesday, August 15th, 2023, the Inyo County Board of Supervisors authorized a 30-day contract extension with Sierra Lifeflight for an additional 30 days - through September 22, 2023 - for \$15,000.

Staff has been working to bring an item forward for this Board of Supervisors meeting to more fully discuss the proposals as well as a recommendation, though due to ongoing negotiations being overwhelmed with other emergent priorities, a more complete discussion will be coming back at a future Board meeting.

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

APPROVALS:

Nate Greenberg	Created/Initiated - 8/30/2023
Darcy Ellis	Approved - 8/30/2023
John Vallejo	Approved - 8/30/2023
Amy Shepherd	Final Approval - 8/31/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4122

Tropical Storm Hillary Update County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer, Mikaela Torres, Emergency Services Manager, Tim Bachman, Lieutenant, Shannon Platt, Deputy Director - Roads, Anna Scott, HHS Deputy Director - Public Health

RECOMMENDED ACTION:

This is an informational item, however, the Board may provide direction to staff as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

On Saturday, August 19th, Hurricane Hiillary (since downgraded to a Tropical Storm) began impacting Inyo County with localized rain and flooding. By the early hours of Monday, August 21st, the storm had created widespread impacts throughout the southern and eastern portions of Inyo County. Highway 395 was closed for nearly 24 hours between Bishop and Pearsonville due to flashflooding, causing the County to reduce services in many of locations. Extreme runoff in several Sierra Nevada creeks exceeded flows realized during the spring and runoff season, causing significant flooding and associated infrastructure impacts around the Lone Pine community and Tribal lands, as well as destroying nearly a mile of Whitney Portal Road. Additional impacts to major travel routes into Death Valley National Park stranded the communities of Keeler, Darwin, Panamint Springs, and the entirety of Park. Though much of the response efforts have subsided at this point, the County (and other partner agencies) are very much in recovery mode.

This item will allow staff to provide the Board and public with an informational overview of our response and recovery efforts over the past week, and the anticipated path ahead.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
There is no immediate fiscal impact from this item. Future item(s) will be brought forward with respect to appropriating funds to cover recovery efforts.			

Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:**APPROVALS:**

Nate Greenberg	Created/Initiated - 8/30/2023
Darcy Ellis	Approved - 8/30/2023
John Vallejo	Approved - 8/30/2023
Amy Shepherd	Final Approval - 8/31/2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-4051

Presentation on Regional Air Service and the Bishop Airport from Inyo County Airport Management, Mammoth Lakes Tourism, and Airplanners Consultants

Public Works

NO ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Receive joint presentation on regional air service and the Bishop Airport.

BACKGROUND / SUMMARY / JUSTIFICATION:

This joint presentation will include a historical summary of air service to the eastern Sierra region, a case study of air service at the Montrose Regional Airport, and a look forward to growth opportunities. Mammoth Lakes Tourism Director John Urdi and representatives from the Airplanners will participate in the presentation and be available to answer questions. The Airplanners consultants have extensive air service development experience in our region as well as in similar markets throughout the mountain west.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mammoth Lakes Tourism
Mammoth Mountain Ski Area

ATTACHMENTS:

1. Air Service Presentation

APPROVALS:

Ashley Helms	Created/Initiated - 8/7/2023
Ashley Helms	Approved - 8/7/2023
Darcy Ellis	Approved - 8/8/2023
Ashley Helms	Approved - 8/31/2023
Nate Greenberg	Final Approval - 8/31/2023



Inyo County – BIH Evolution

2005-2010

Inyo County works with DWP and receives an airport easement in 2010, which guarantees the land can be used as an airport indefinitely.

This allows BIH to receive AIP grants to begin making much needed facility upgrades.

2012 – 2014

Inyo County recognizes the need for reliable air service to the region to facilitate economic development (unmet need). IC reaches out to the FAA to discuss the potential of commercial air service at BIH. FAA recommends coordination with TOML on a regional solution.

2015

Coordination between IC and TOML begins. The Eastern Sierra Council of Governments (ESCOG) discusses and supports working towards a regional solution for air service. IC completes FAA funded signage and lighting upgrades at BIH.

2016

Upon request, FAA visits in 7/2016. ESCOG creates MIAWG (Mammoth Inyo Airport Working Group) to discuss regional air service solutions. IC completes FAA funded pavement rehabilitation, runway and taxiway markings and security fence project.

2017

In February Allegiant Air sends FAA a Letter of Interest regarding potential commercial flights to BIH. Later in the year Mammoth Lakes Tourism (MLT) hires a consultant to complete a 10 year “Eastern Sierra Strategic Air Service Plan”.

2018

In January IC and TOML adopt and sign a Statement of Intent for Reliable and Expanded Commercial Air Service. It is sent to the FAA, and the FAA returns to visit each airport. Shortly after this visit, MMSA voices support for commercial service at BIH, with financial support from MLT and the TBID.

2019

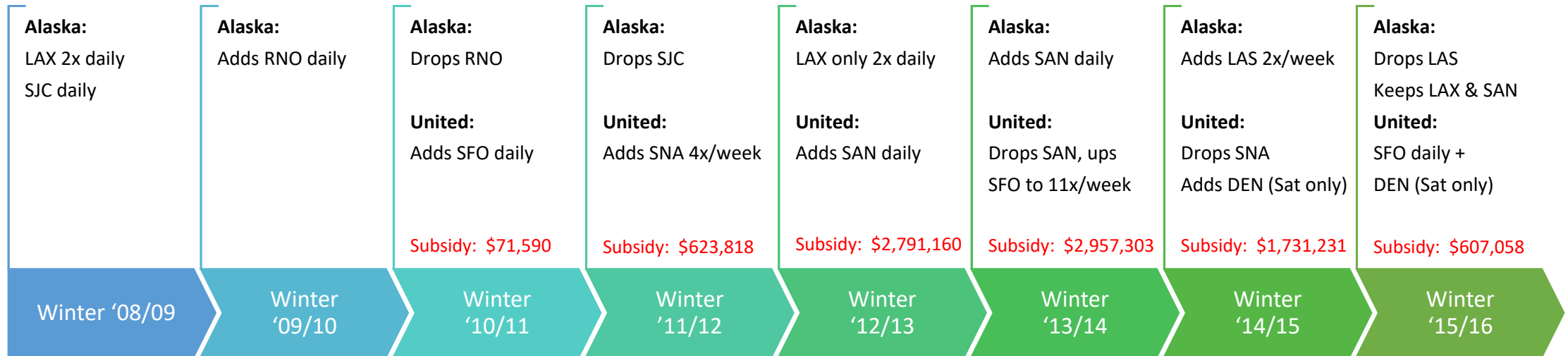
United Airlines submits a Letter of Intent to start commercial air service at BIH. Monthly meetings begin with TOML, IC and FAA (both ADO’s and Regional Office) to work towards commercial service at BIH, EA started, AIP grants for taxiway and Runway 12-30 pavement rehabilitation projects at BIH.

2021

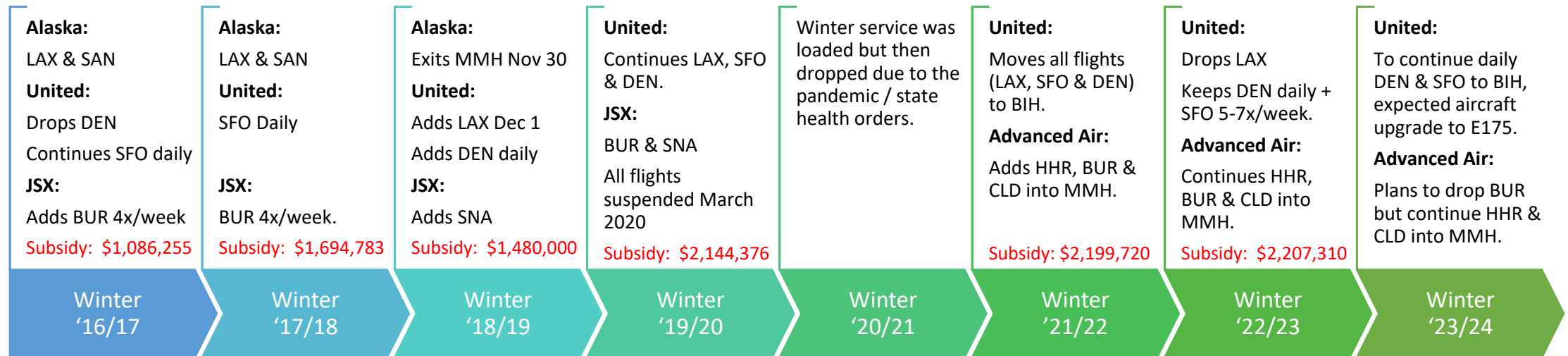
United Airlines shifts its service from MMH to BIH starting December 2021.



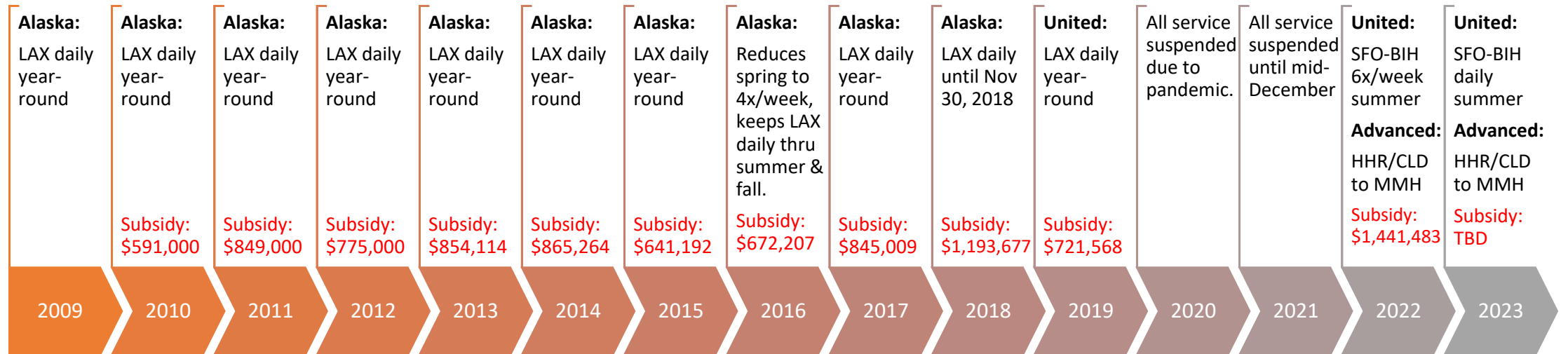
Historical Timeline of Winter Service to MMH (2008 – 2016)



Historical Timeline of Winter Service to MMH/BIH (2017 – 2023)

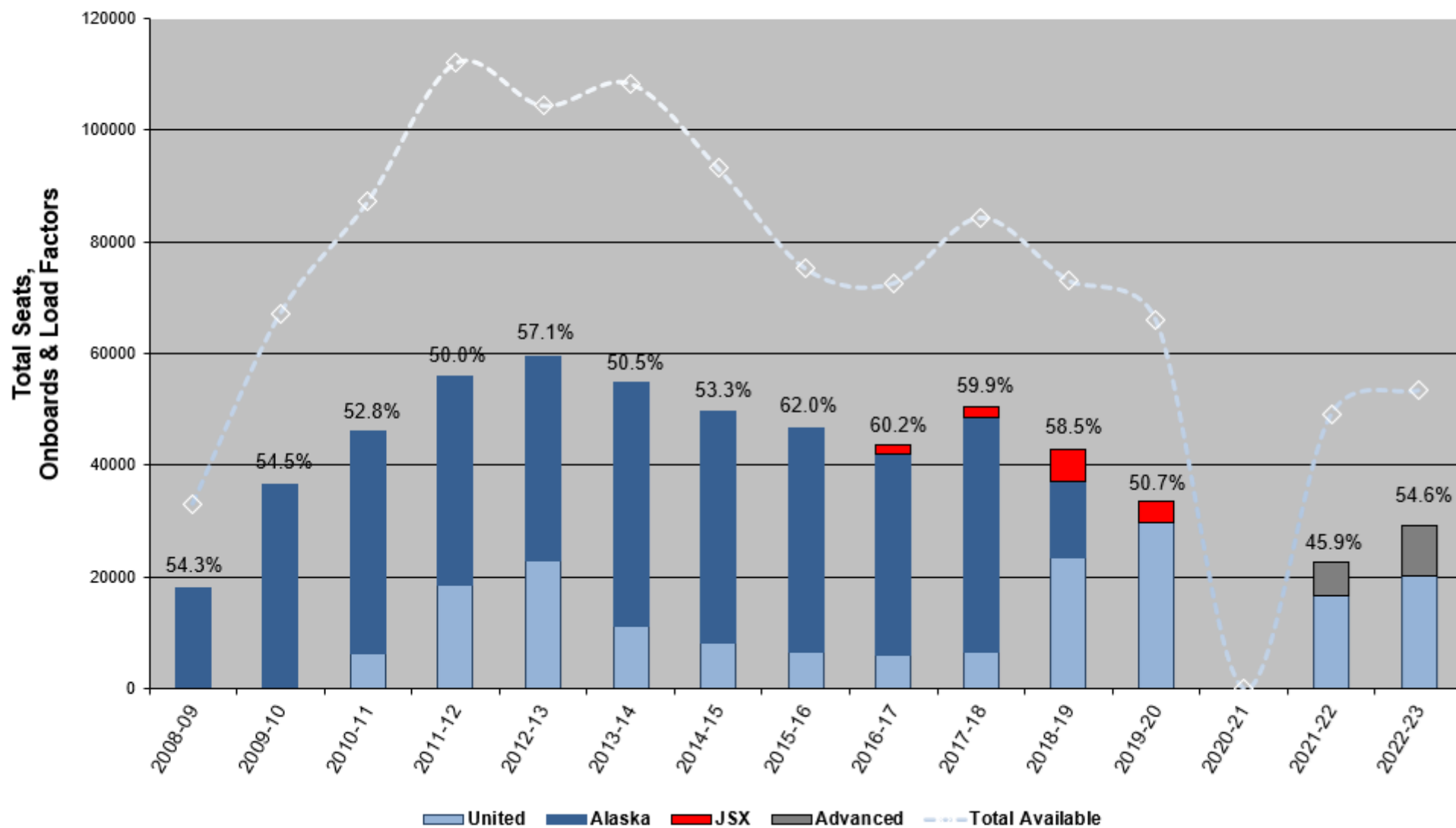


Historical Timeline of Spring, Summer, Fall (SSF) Service to MMH/BIH (2009 – 2023)



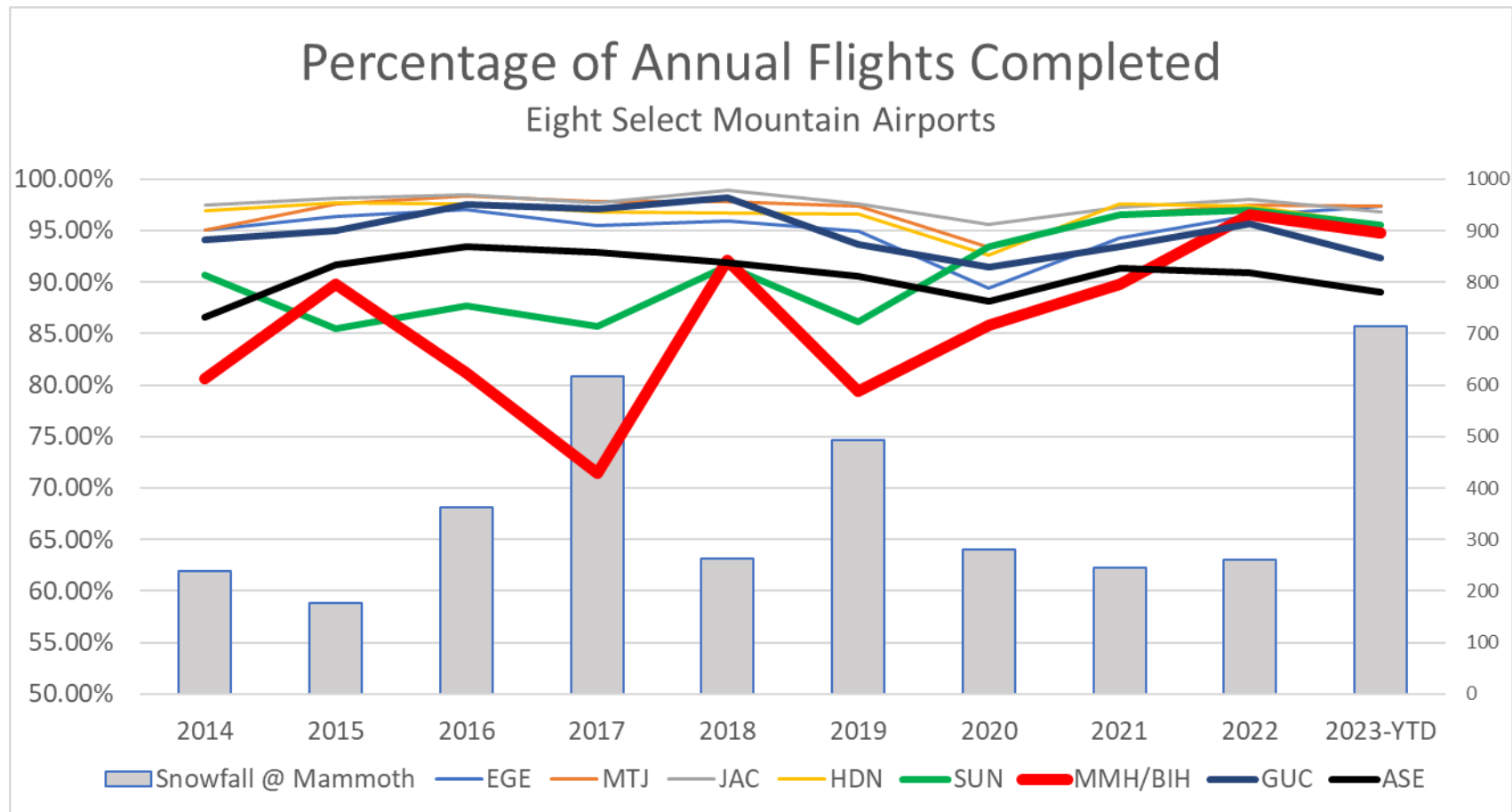
HISTORY OF COMMERCIAL FLIGHTS

Mammoth Yosemite Airport (MMH) & Bishop Airport (BIH)



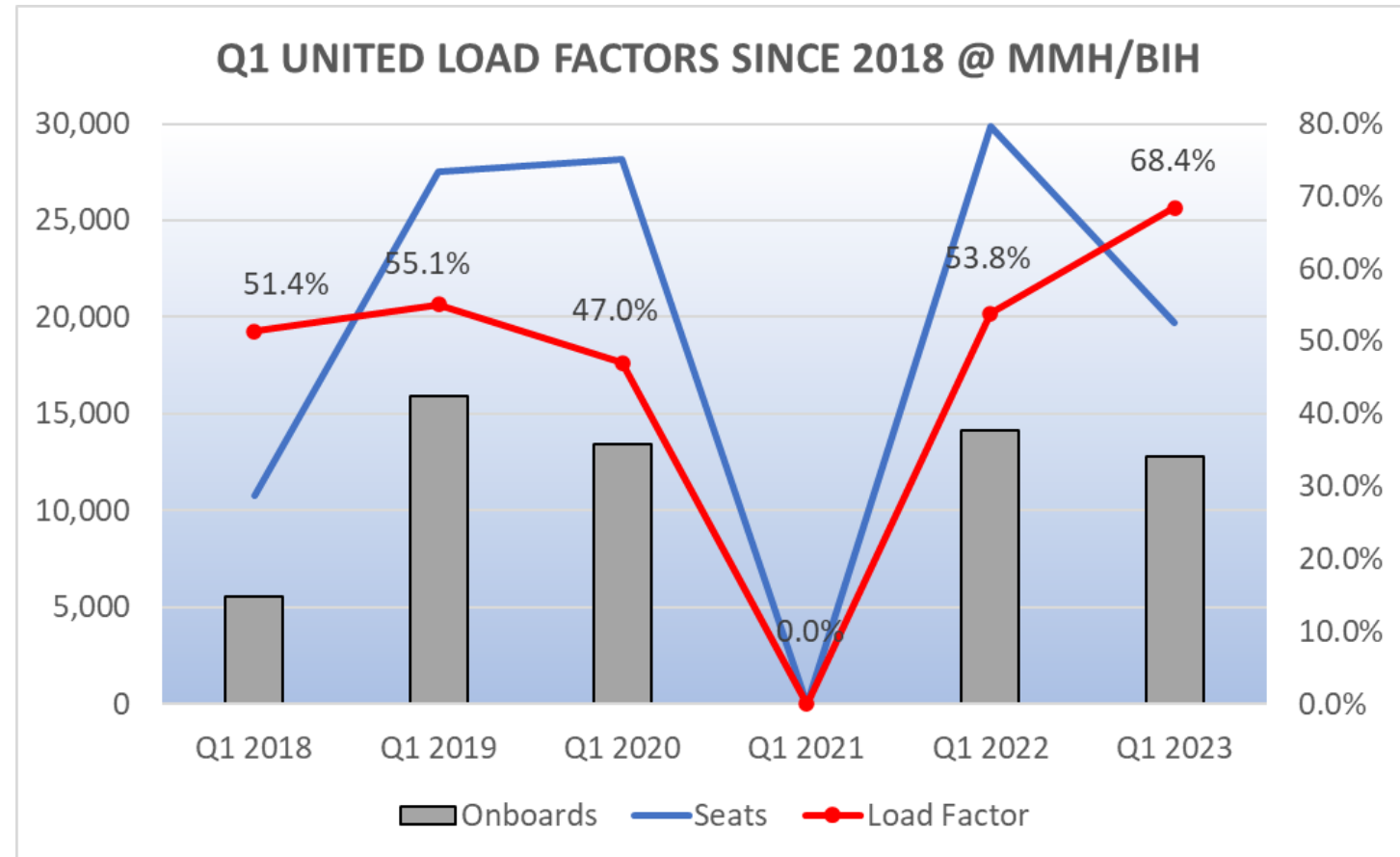
Key Factor for BIH's Success – SUPERIOR RELIABILITY!

- ✈ Until ~2020, the two worst mountain airports for reliability were SUN & MMH.
- ✈ SUN used satellite-based navigation to improve reliability starting in 2020; United Express relocated operations to BIH starting in December, 2021.



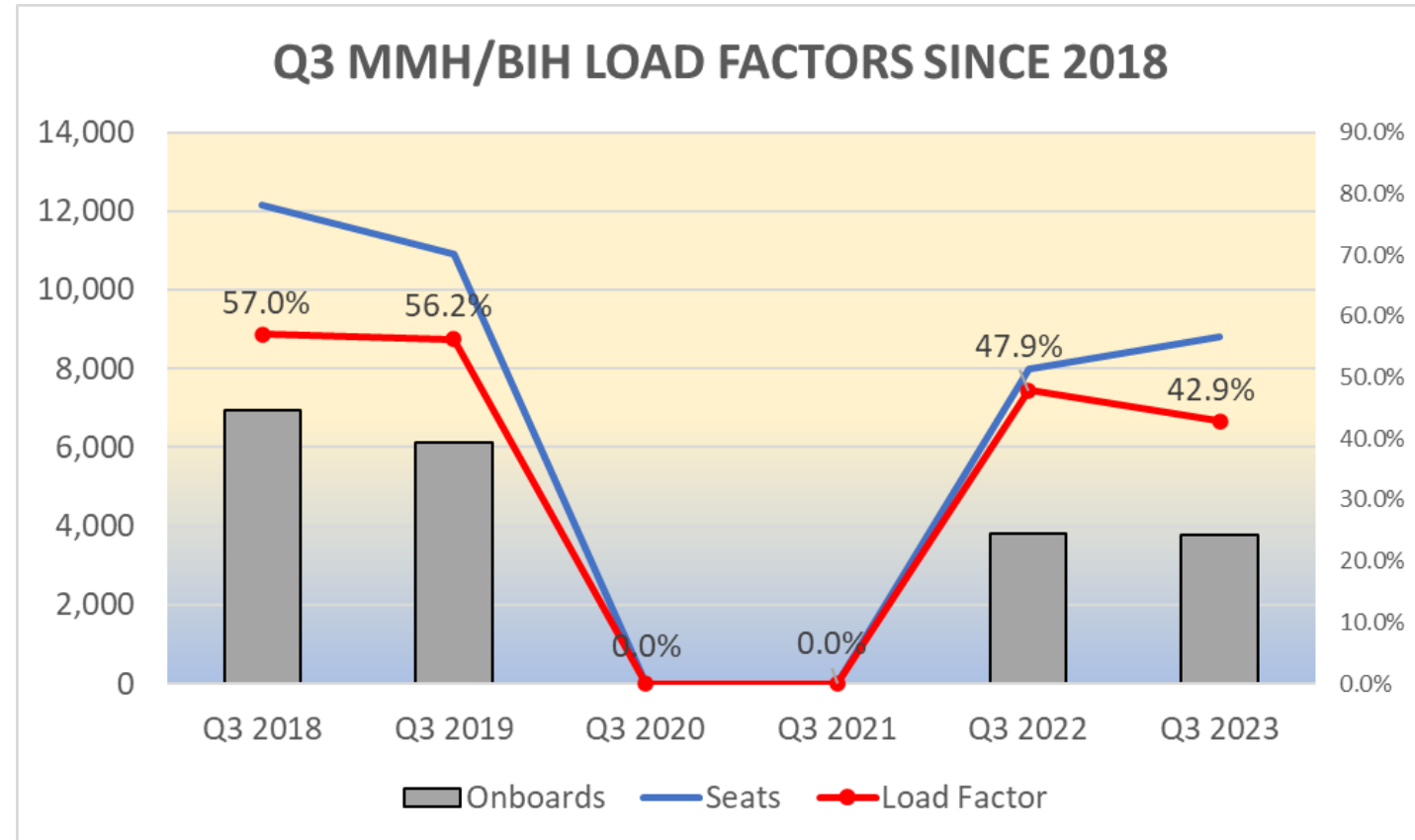
MMH/BIH TRENDS – Winter (Q1-Jan-Mar) Load Factors

- Total seats on United into BIH was fully restored to pre-pandemic levels at MMH in Q1 2022, but one-third of those seats were lost last winter when LAX was cut.
- Yet total passengers flown was still comparable to 2019, 2020 & 2022.
- Importantly, last winter saw United's best overall load factors ever into MMH or BIH.



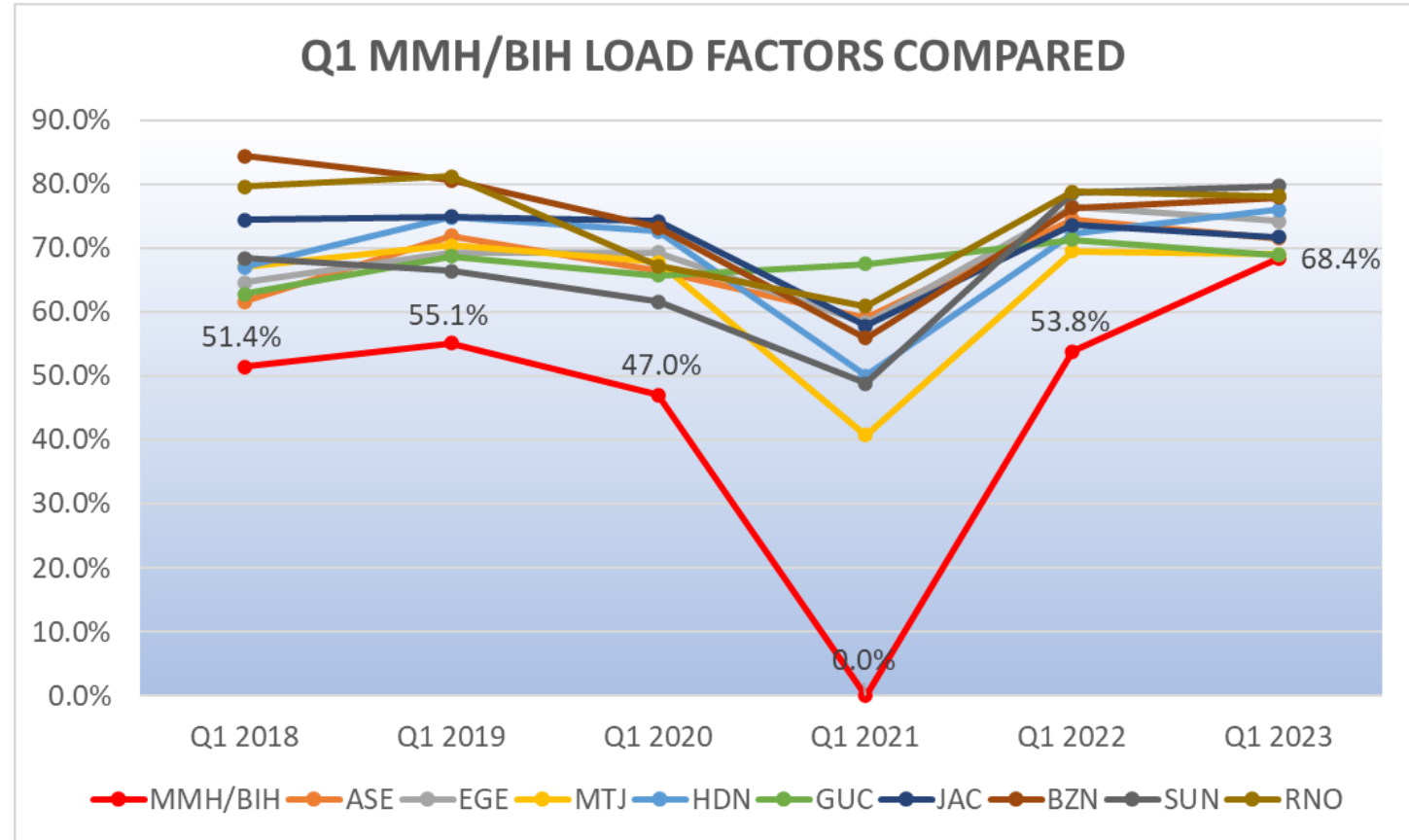
MMH/BIH TRENDS - Summer (Q3 - Jul-Sep) Load Factors

- LAX-MMH was marginally successful with load factors in the mid-50's when flown by either Alaska in 2018 or United Express in 2019.
- SFO-BIH has been struggling these past two summers with load factors in the low-40's.



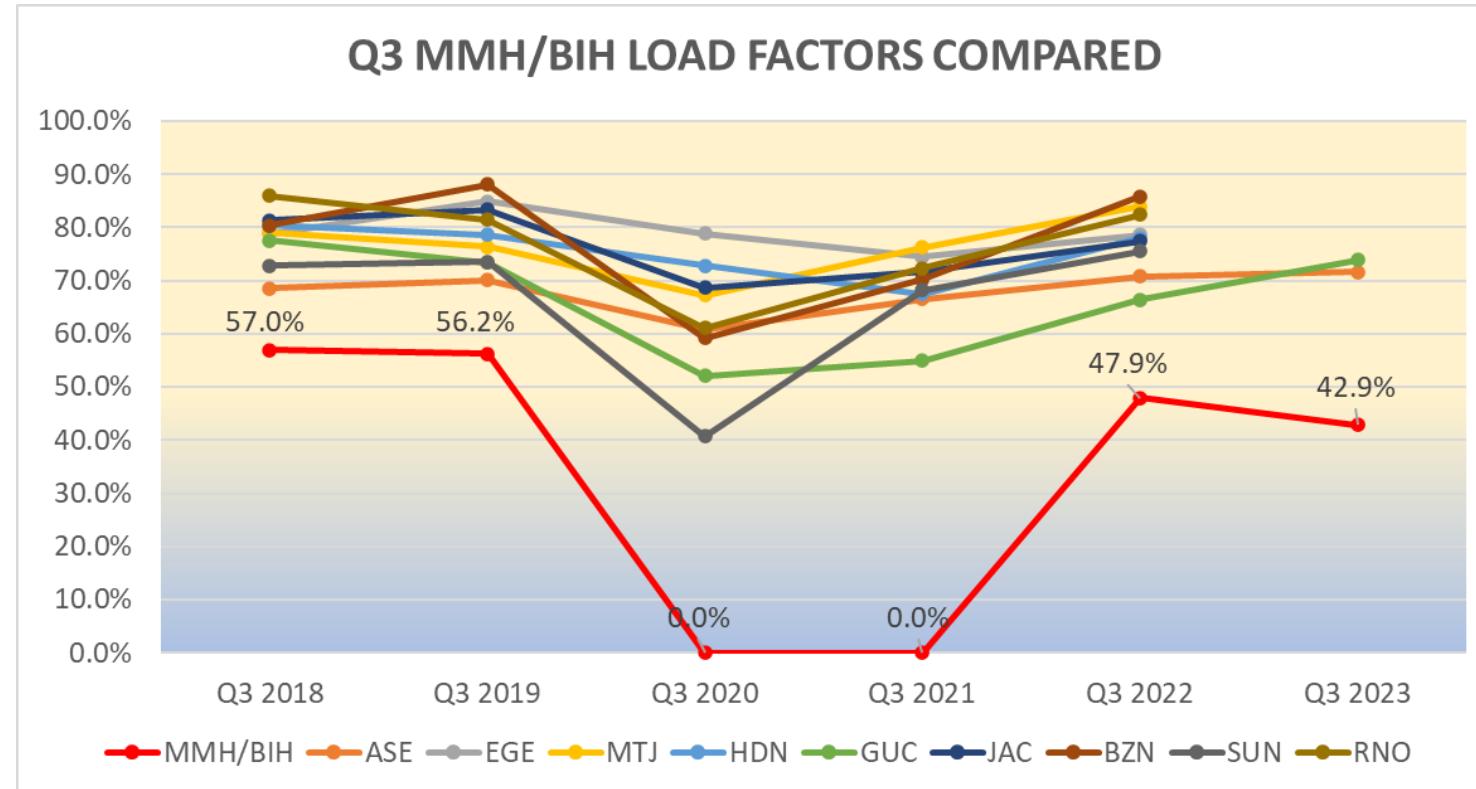
MMH/BIH TRENDS – Winter Load Factors

- This is how Q1 load factors at MMH/BIH have compared to nine other peer airports.
- The good news is that BIH has nearly caught up to the pack Yet total passengers flown was comparable to 2019, 2020 & 2022.



MMH/BIH TRENDS – Summer Load Factors

- This is how Q3 load factors at MMH/BIH have compared to nine other peer airports.
- Unfortunately, this level of performance is considerably behind those of other mountain airports.





A REGIONAL COOPERATION



Eastern Sierra Air Alliance

CASE STUDY: MTJ & BIH



Montrose Regional Airport

Located in Montrose County

68 miles from Telluride Ski Resort (San Miguel County)

10 miles from Black Canyon National Park

36 miles to world class climbing (e.g. Ouray, Via Ferrata)

Telluride Regional Airport 10 minutes to Telluride

Larger regional airport 2.5 hours away (GJT)

Eastern Sierra Regional Airport

Located in Inyo County

45 miles to Mammoth Mountain Resort (Mono County)

160 miles to Death Valley National Park

18 miles to world class climbing (e.g. Owens River Gorge)

Mammoth Regional Airport 10 minutes to Mammoth

Larger regional/metro airport 3 hours away (RNO)



CASE STUDY: MTJ & BIH

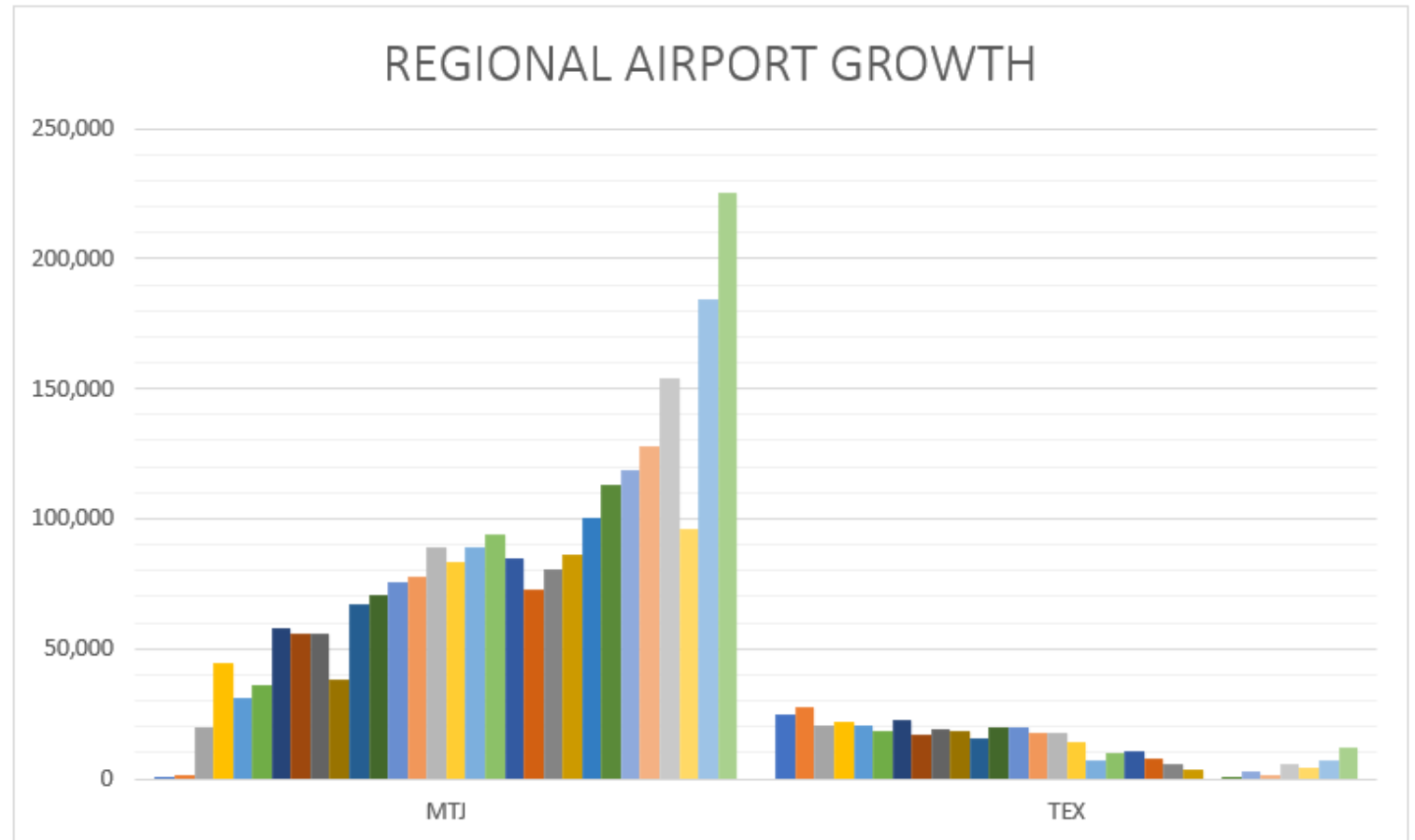
- In the early 1990's, the Telluride destination was looking to expand air access to the region.

While still prioritizing but recognizing aircraft and reliability limits of the mountain Telluride Airport, stakeholders engaged and began focusing resources to the Montrose Airport, 68 miles up the road in the neighboring county, with the ability to take mainline aircraft and long-haul flights.



CASE STUDY: MTJ & BIH

- Over the next 30 years, TEX ran into the forecast aircraft challenges while still remaining a key player, and MTJ grew into the primary regional airport in the region.



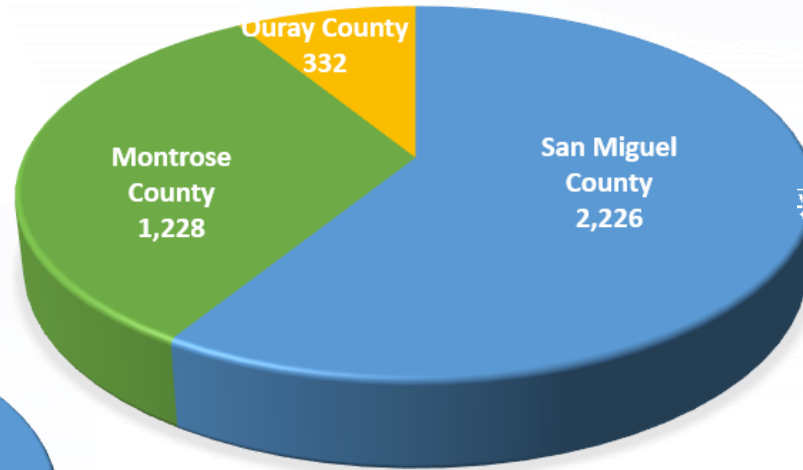
CASE STUDY: MTJ & BIH

- Concerns were voiced that Montrose County was not realizing the benefit of the growing air service, with the passengers and revenues flowing up to the resort that was initially driving service and traffic.
- A study was undertaken that demonstrated otherwise
- *RRC and CU Leeds School of Business*

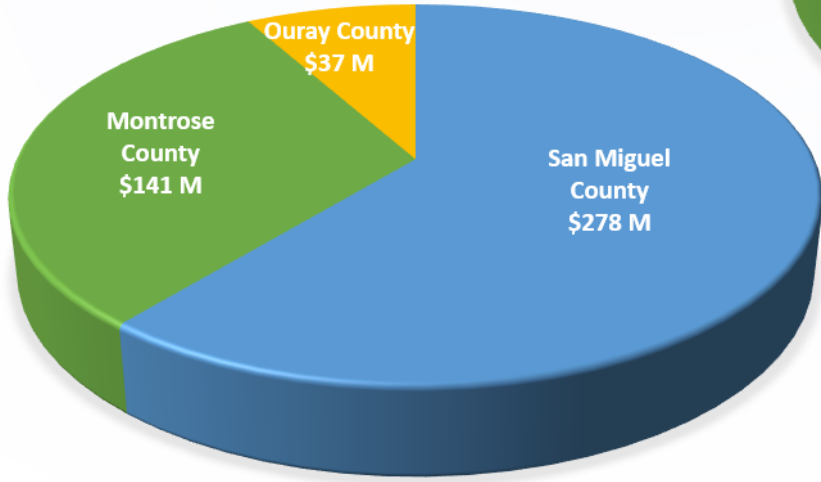


Impact Type (total effects)	Sum Total	County of Impact		
		Montrose	Ouray	San Miguel
2018 economic impacts:				
Jobs attributable to tourism	8,068	2,938	1,304	3,827
Jobs attributable to airline flights to MTJ & TEX	4,016	1,302	352	2,361
Jobs attributable to drive / other modes	4,052	1,636	951	1,465
Output attributable to tourism (\$ million)	\$886	\$287	\$107	\$492
Output attributable to airline flights to MTJ & TEX (\$ million)	\$478	\$147	\$39	\$291
Output attributable to drive / other modes (\$ million)	\$408	\$140	\$67	\$201
Labor income attributable to tourism (\$ million)	\$271	\$84	\$36	\$151
Labor income attributable to airline flights to MTJ & TEX (\$ million)	\$137	\$39	\$10	\$88
Labor income attributable to drive / other modes (\$ million)	\$134	\$46	\$26	\$63

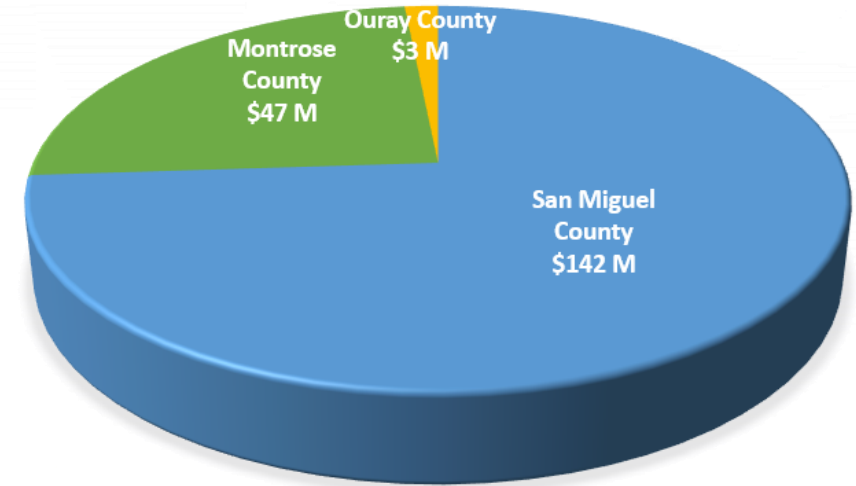
MTJ SUPPORTED JOBS: 3,787



MTJ ECONOMIC BENEFIT: \$456 M



VISITOR SPENDING FROM MTJ: \$192 M



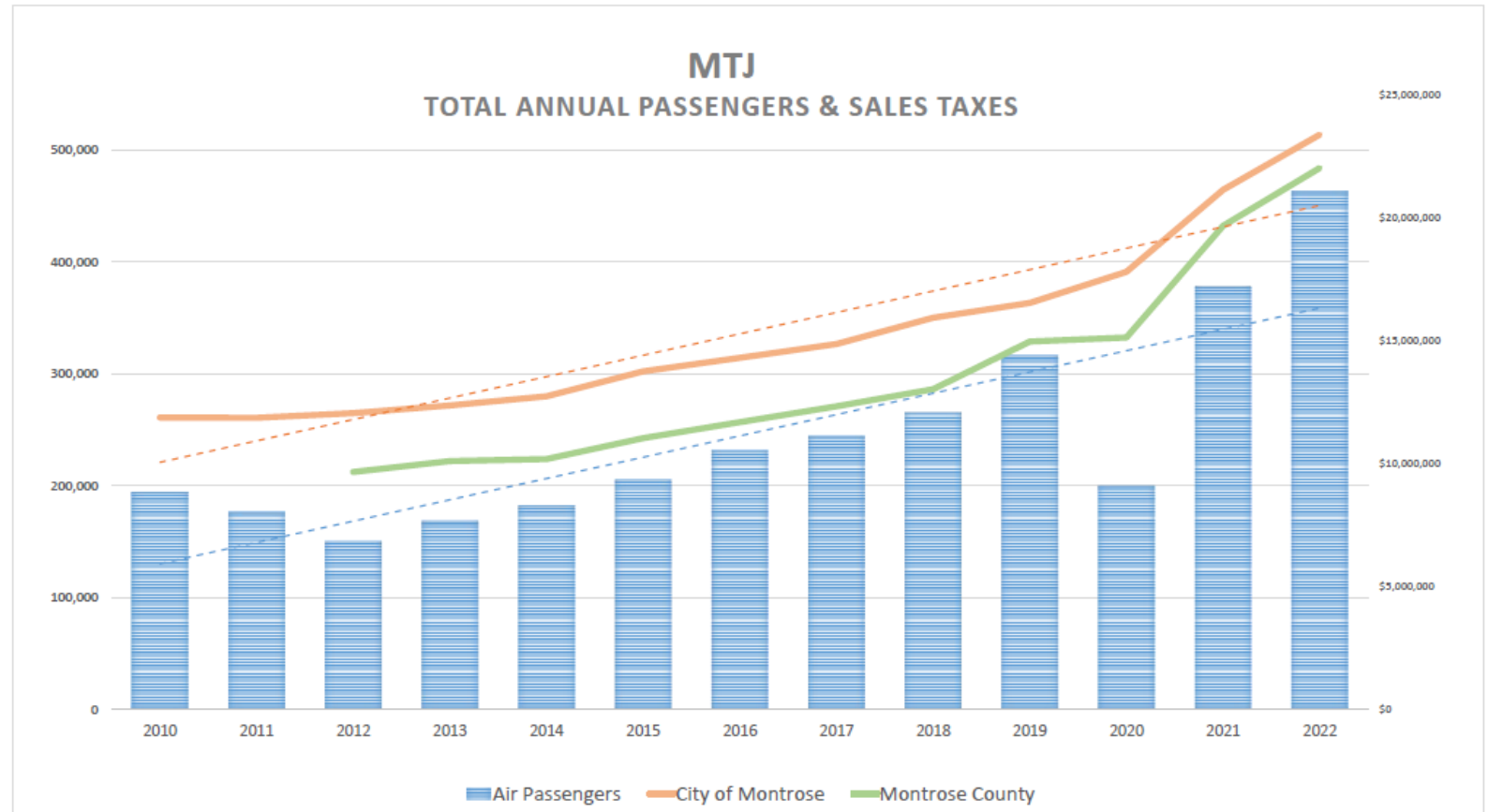
CASE STUDY:

-MONTROSE COUNTY & TELLURIDE
-INYO COUNTY & MAMMOTH

- Though Direct and Indirect Effects, it was discovered that approximately 30% of economic benefit and job creation remained or flowed back to the airport's host county.

CASE STUDY: MTJ & BIH

- The overall tax trends in Montrose County mirror almost exactly that of the air service, showing its contribution to the broader economic base outside of tourism.



A REGIONAL COOPERATION

OPERATING

Montrose Regional Airport

Telluride Regional Airport

Telluride Ski & Golf

Telluride Tourism Board

GOVERNMENTAL

Town of Telluride

Town of Mountain Village

City of Montrose

San Miguel County

Montrose County



COLORADO FLIGHTS
ALLIANCE

STAKEHOLDERS

Telluride Lodging Association

Restaurants & Retail

Telluride Association of Realtors

Activities & Events

Transportation

REGIONAL

Ouray

Ridgway

Norwood

Gunnison/CB



COLORADO FLIGHTS
ALLIANCE

A REGIONAL COOPERATION

The Colorado Flights Alliance supports economic sustainability and vitality on Colorado's western slope through air service development and corresponding programs.

‡ Structure

- Public/private partnership (501c6)

‡ Guiding Principles

- Generate consistent and sustainable air service for the region.
- Optimize air service for regional stakeholders, residents and guests.
- Manage spending to prioritize return-on-investment and overall economic benefit.
- Be responsive to participating communities.

‡ Funding

- 2% Lodging and Restaurant Excise Taxes (Resort Share)
- Government General Fund Contributions
- Public and Private Business Contributions

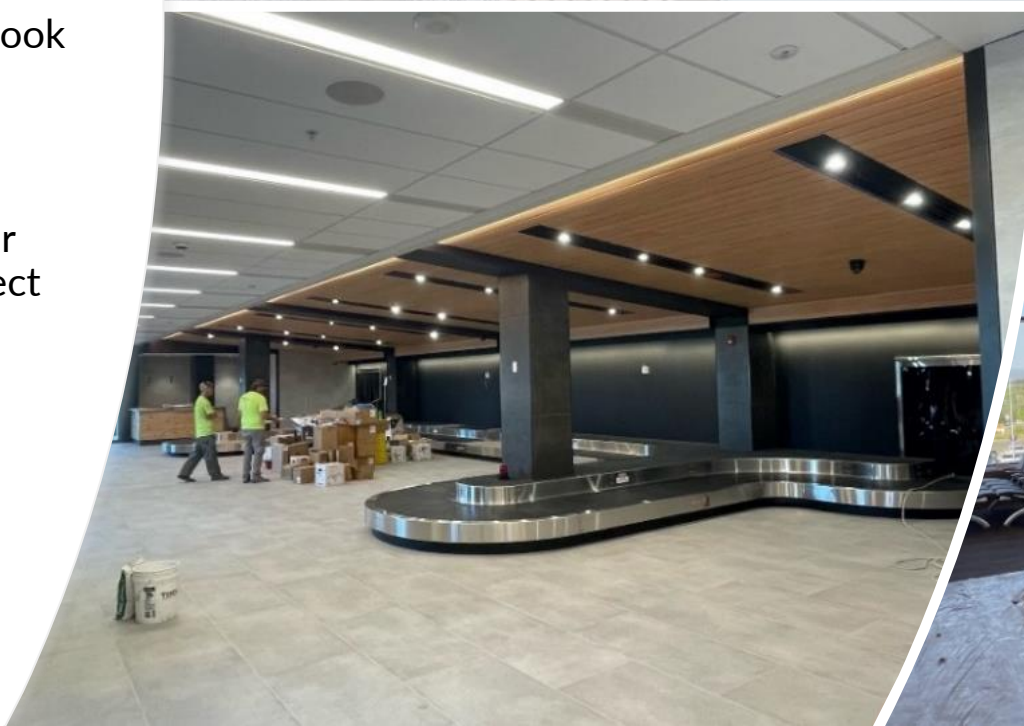
‡ Governance

- Board of Directors
 - 7 appointed: 3 town government, 2 county or airport, DMO, Resort
 - 2 at large: generally focused to contributing industries



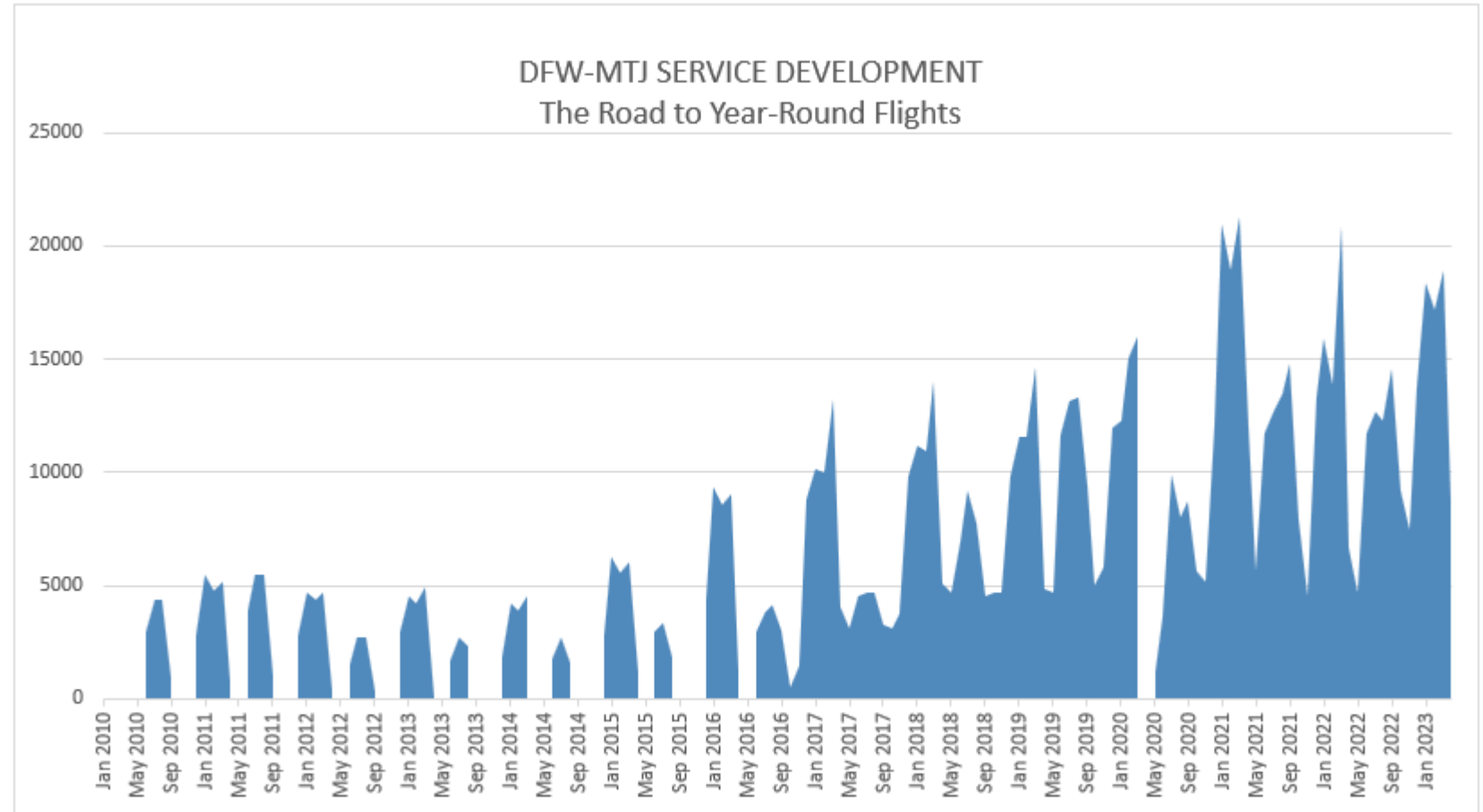
MTJ COLLABORATION

- County Funding:
The counties handle the capital improvements and operations of the airports.
- MTJ Airport recently undertook a \$47 million expansion and renovation, with significant federal support.
- The return on investment for the county and region is direct and immediate.



BUILDING TO YEAR-ROUND

- Build service with your core driver in your core seasons
- Extend seasons as demand and local usage grow
- Diversify the traffic drivers by season, local, destination, industry



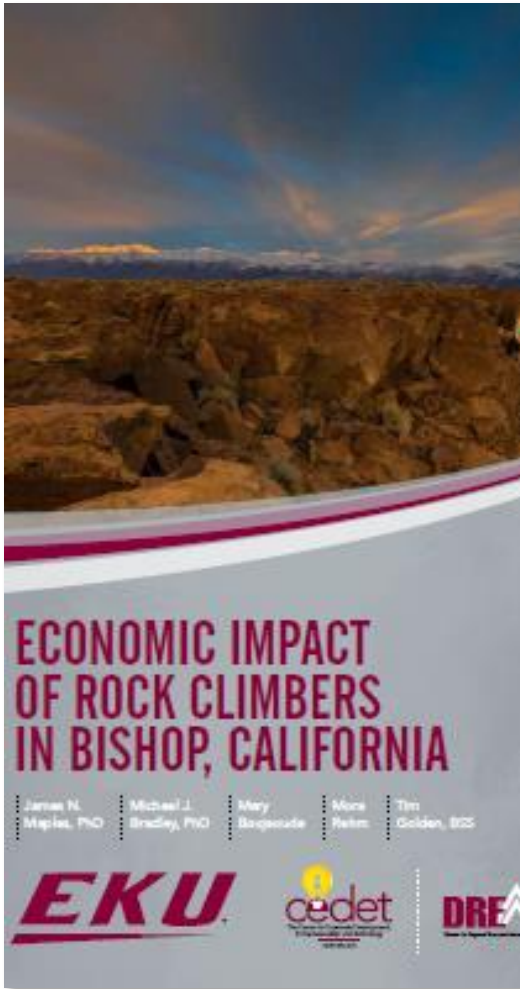
- *Success begets success: as more service options come online, more local and destination passenger use the flights throughout the year*

INYO COUNTY ECONOMIC OUTLOOK

- With Leisure and Hospitality already generating the largest share of Inyo County revenue and employment base, CA's second largest county is perfectly positioned to generate additional direct economic benefit from added air traffic with its world class attractions, as well as indirect traffic from visitation headed to Mono County, Yosemite, etc.

- World Class Rock Climbing
- Mt. Whitney
- Death Valley National Park
- Kings Canyon and Sequoia National Park
- Manzanar

- *The added benefit of these attractions to the county is that they run counter to the heavy demand periods of winter for the mountain resort. This will help sustain air service to more seasonal year-round and eventual year-round service, which in turn helps accelerate air service growth.*



- *Climbers visiting Bishop/Inyo County currently spend an estimated \$15.6 million dollars annually in Bishop and Inyo County in a typical year.*



- *Death Valley will see 1.2 million visitors this year.*

BIH AVIATION & ECONOMIC FORECAST

- The graph to the right provides rough estimates of economic benefit for Inyo with growing air service at BIH
- *Factors include an adjusted BIH aviation forecast, spending generated by surveys at BIH, and ratios from the MTJ case study*

<u>Year</u>	<u>Enplanements</u>	<u>Estimated Regional Economic Benefit</u>	<u>Estimated Benefit to Inyo County/Bishop</u>
2022	10,652	\$28,930,832	\$8,679,250
2023	11,000	\$29,876,000	\$8,962,800
2024	16,000	\$43,456,000	\$13,036,800
2025	25,000	\$67,900,000	\$20,370,000
2026	35,000	\$95,060,000	\$28,518,000
2027	45,000	\$122,220,000	\$36,666,000
2028	50,092	\$136,049,872	\$40,814,962
2029	51,160	\$138,950,560	\$41,685,168
2030	51,265	\$139,235,740	\$41,770,722
2031	51,655	\$140,294,980	\$42,088,494
2032	51,921	\$141,017,436	\$42,305,231
2033	52,480	\$142,535,680	\$42,760,704

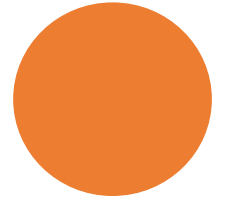
The Future at BIH

- Through long-term collaboration among local partners, new satellite-based systems go live October 5 ...
- ...and the E175 is expected to start serving BIH in December.
- BIH now set up to realize growth similar to MTJ and other mountain airports.



NEXT STEPS: BIH & the FAA

- Fantastic support and collaboration with the FAA
- FAA Airport Terminal Program (ATP)
 - Allocating \$1 billion annually for 5 years
 - Up to 95% federal funding with 5% local match
 - Last chance to apply in fall 2025
 - Very competitive – “Shovel Ready” projects preferred
 - Doesn’t count against \$20 million cap for FAA terminal funding
- Next step → \$2 million for the Project through the 2023 Appropriations Bill
 - Grant for the planning phase: Demand study, environmental assessment, preliminary design
- Future Need → Local match for construction



A REGIONAL COOPERATION



THANK YOU



INYO COUNTY
FISH AND WILDLIFE COMMISSION

787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARRAN ALLSUP
GAYE MUELLER
JARROD SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

August 17, 2023

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

Re: Printed Copies of the Fishing Regulations Booklet

Dear Board of Supervisors

The Inyo County Fish and Wildlife Advisory Commission requests the Board consider asking the California Fish and Wildlife Commission to reinstate the printed copies of the California Fishing Regulations Booklet. The Commission recognizes that the Department eliminated the printed booklets several years ago. Since the decision, individuals and businesses in the Eastern Sierra have recognized a need for printed booklets. The Commission could consider printing fewer quantities of the booklet and make it available to people and organizations that request them. They could charge mailing costs similar to the California Dept. of Motor Vehicles method of providing hard copies of their driving practice test booklets to individuals who request them.

The Commission, by taking this step, will fill a void which is affecting populations of California citizens and tourists that don't have or can't access the necessary electronic devices required to get the Regulations digitally.

The Inyo County Fish and Wildlife Advisory Commission believes this is a matter that should be addressed by the State Department of Fish and Wildlife to ensure that the California residents and visitors, who enjoy fishing have the best fishing experience.

Sincerely,

ES

Doug Brown, Chairperson

Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor-Controller
cmartindale@inyocounty.us

HEATHER WILLIAMS
Management Analyst
hwilliams@inyocounty.us

KORTNI GIRARDIN
Payroll Manager
kgirardin@inyocounty.us

SHIELA WARD
Administrative Analyst
sward@inyocounty.us

RUSTY HUERTA
Office Technician III
ruuerta@inyocounty.us

CYNTHIA OROZCO
Office Technician II
corozco@inyocounty.us

MARISSA SILVAS
Office Technician III
msilvas@inyocounty.us

GRAE BIGGS
Office Technician I
gbigg@inyocounty.us

August 24, 2023

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: Marissa Silvas, Deputy
Marissa Silvas

STATEMENT

MONEY IN COUNTY TREASURY

FOR MARCH 22, 2023-JUNE 30, 2023

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 30, 2023

Amount of money that should be in the treasury on June 30, 2023

is	\$189,093,815.06	
Receipts from 032223-063023	\$87,889,435.30	
(Less paid warrants) Amount actually therein is	(\$62,376,227.53)	
Active Balance		\$12,479,094.49
BANK DEP ON HAND		\$0.00
BMO MONEY MARKET		\$5,004,623.29
LAIF		\$35,000,000.00
UBS MONEY MARKET		\$3,500,000.00
LOCAL AGENCY DEBT		\$228,979.68
FEDERAL AGENCIES		\$127,000,000.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$17,436,490.00
CORPORATE OBLIGATION		\$2,000,000.00
CD		\$6,941,000.00
US BANK MONEY MARKET		\$6,372,583.29
CHECKS		
CURRENCY		\$28,697.00
SILVER		\$35.12
	214,607,022.83	\$215,991,502.87

Difference:

03/21/23 REMOTE DEPOSIT IN TRANSIT	(\$1,040,928.41)
03/21/23 ED9703: POOLED DEPOSIT TXFER-CK#2161	(\$675.00)
06/30/23 AUD PY: PIONEER PERS-PEPRA 27459	(\$406.12)
06/30/23 AUD PY: PIONEER PERS-CLASSIC 969	(\$1,930.88)
06/30/23 AUD PY: PERS-PEPRA 26010	(\$114,691.26)
06/30/23 AUD PY: PERS-CLASSIC 20	(\$68,973.01)
06/30/23 AUD PY: PERS-CLASSIC 21	-\$42,757.49
06/30/23 AUD PY: PERS-PEPRA 25015	(\$12,744.06)
06/30/23 AUD PY: PERS SIP	(\$15,173.57)
06/30/23 CUSIP #31846V567-SETTLEMENT	(\$86,250.00)
06/01/23 US BANK: CK#13710 PROCESSED AS DEBIT AD.	\$49.76
DIFFERENCE TOTALS	(\$1,384,480.04)

Amey Shepherd

County Auditor

Subscribed and sworn to before me this

30th

day of

August 2023.



[Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY

DATE
 BALANCE
 RECEIPTS FROM 122122-032129
 SUBTOTAL
 LESS PAID WARRANTS
 LESS PAID WARRANTS DATED 03/21/23
 TOTAL

06/30/23
 \$189,093,815.06
 \$87,889,435.30
 \$276,983,250.36
 \$62,240,370.42
 \$135,857.11
 \$214,607,022.83

DO NOT DELETE

\$82,376,227.53

\$12,479,094.49

\$203,512,408.38

DIFFERENCES
 -\$1,384,480.04

ACTIVE ACCOUNTS

BANK OF MONTREAL \$5,663,896.60
 US BANK \$1,718,506.95
 EASTERN SIERRA COMM BK \$4,985,906.44
 EL DORADO SAVINGS BANK \$10,000.00
 EL DORADO SAVINGS BANK \$100,784.50

INACTIVE ACCOUNTS

BANK DEP ON HAND \$0.00
 LAIF \$35,000,000.00
 BMO MONEY MARKET \$5,004,623.29
 UBS MONEY MARKET \$3,500,000.00
 LOCAL AGENCY DEBT \$228,979.68
 FEDERAL AGENCIES \$127,000,000.00
 FA-TREASURY NOTES/BONDS \$0.00
 COMMERCIAL PAPERS \$17,436,490.00
 CORPORATE OBLIGATION \$2,000,000.00
 CD \$6,941,000.00
 US BANK MONEY MARKET \$6,372,583.29
 CHECKS
 CURRENCY \$28,697.00
 SILVER \$35.12

GRAND TOTAL \$215,991,502.87

CURRENCY:	DRAWER	VAULT
100'S		2,700.00
50'S		500.00
20'S	360.00	24,600.00
10'S	100.00	100.00
5'S	85.00	225.00
2'S		
1'S	27.00	
SUB TOTAL:	572.00	28,125.00
SILVER:		
DOLLARS		
HALVES		
QTRS	\$20.50	
DIMES	\$10.90	
NICKELS	\$2.60	
PENNIES	\$1.12	
SUB TOTAL:	\$35.12	\$0.00
GRAND TOTAL:	607.12	28,125.00

**BANK BALANCES VERIFIED
 OUTSIDE SOURCES**

BANK OF MONTREAL
 ACCT#2070407
 \$9,117,915.52

US BANK
 ACCT#158300180045
 800-798-6466
 FAX#800-898-2329
 INTERNET PRINT OUT
 \$1,700,561.81

El Dorado Savings Bank
 ACCT#24-32-029703
 \$101,063.50

El Dorado Savings Bank
 ACCT#24-30-52107
 \$10,000.00

Eastern Sierra Comm BK
 ACCT# 6106463
 \$5,032,119.51



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 5, 2023

Reference ID:
2023-3923

Treasurer-Tax Collector - Treasury Status Report for the Quarter Ending June 30, 2023

Treasurer-Tax Collector

NO ACTION REQUIRED

ITEM SUBMITTED BY

Moana Chapman

ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

RECOMMENDED ACTION:

Review Treasury Status Report for the Quarter Ending June 30, 2023, and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market value of the investments;
- compliance with the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

FISCAL IMPACT:

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

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

ATTACHMENTS:

1. 06-30-2023 Treasury Status Report

APPROVALS:

Moana Chapman	Created/Initiated - 6/28/2023
Darcy Ellis	Approved - 7/1/2023
Moana Chapman	Approved - 8/4/2023
Alisha McMurtrie	Final Approval - 8/9/2023

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2023
DATE: July 14, 2023

The following status report of the County Treasury as of 06-30-2023 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 556 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 06/30/2023 was \$10,329,375.97 (Principal: \$10,018,306.55 plus Contributions: \$00.00 plus Interest: \$313,507.77 less Fees: \$-2,438.35)

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
For the Business Day of:
6/30/2023

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"	\$220,472,159.13	
Deposit Authorizations	\$519,250.54	
Checks Paid on: 6/29/2023	\$0.00	U.S. BANK
	(\$179,571.44)	BMO HARRIS BANK
Journal Entry:	\$0.00	
Outgoing Debits:	(\$5,163,211.99)	06/30/2023 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"	\$215,648,626.24	

TREASURER BALANCES:

CASH ON HAND:		
Drawer	\$607.12	
Vault	\$28,125.00	
CHECKS ON HAND:		
Date:		
Date:		
Date:		
Date:		
Date:		
Date:		
Date:		
BANK ACCOUNTS:		
Bank of Montreal #0407 - General Account	\$5,663,896.60	
U.S. Bank #0045 - General Account	\$1,718,506.95	
Eastern Sierra CB #6463 - General	\$4,985,906.44	
El Dorado #2107 - Directs Account	\$10,000.00	
El Dorado #9703 - Cash Account	\$100,784.50	
INVESTMENTS:		
Local Agency Investment Fund	\$35,000,000.00	Agency Limit 50,000,000
BMO Money Market	\$5,004,623.29	2.32% of 5.00%
UBS Money Market	\$3,500,000.00	1.62% of 5.00%
U.S. Bank Money Market	\$6,372,583.29	2.96% of 5.00%
CDs	\$6,941,000.00	3.22% of 30.00%
Commercial Paper	\$17,436,490.00	8.09% of 15.00%
Corporate Obligation	\$2,000,000.00	0.93% of 30.00%
Federal Agencies	\$127,000,000.00	58.89% of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$0.00	0.00% of 100.00%
Local Agencies	\$228,979.68	0.11% of 100.00%
Grand TTL Investments	\$203,483,676.26	
NOTES		
Maturities > 1 Year	\$ 112,430,421.56	52.14% of 60.00%
GRAND TOTAL TREASURY BALANCE:	\$215,991,502.87	

RECONCILIATION

<u>Treasury Over/Short:</u>	\$342,876.63	
<u>Explanation:</u>	\$406.12	06/30/23 AUD PY: PIONEER PERS - PEPR 27459
	\$1,930.88	06/30/23 AUD PY: PIONEER PERS - CLASSIC 969
	\$114,691.26	06/30/23 AUD PY: PERS - PEPR 26010
	\$68,973.01	06/30/23 AUD PY: PERS - CLASSIC 20
	\$42,757.49	06/30/23 AUD PY: PERS - CLASSIC 21
	\$12,744.06	06/30/23 AUD PY: PERS - PEPR 25015
	\$15,173.57	06/30/23 AUD PY: PERS SIP
	\$86,250.00	06/30/23 CUSIP #31846V567 - SETTLEMENT
	(\$49.76)	06/01/23 U.S. BANK: CK#13710 PROCESSED AS DEBIT ADJUSTMENT AND NOT AS POSITIVE PAY. REJECTED 06/02/23. AWAITING RESPONSE FROM U.S. BANK FOR CORRECTION.

\$342,876.63

EXHIBIT "A"**OUTGOING DEBIT DETAILS**

Aud PY - SD Federal Taxes	(\$2,178.86)
Aud PY - SD Federal Taxes	(\$5,281.16)
Aud PY - SD Federal Taxes	(\$647.24)
Aud PY - SD Federal Taxes	(\$397.96)
Aud PY - SD Federal Taxes	(\$7,640.50)
Aud PY - SD Federal Taxes	(\$683.20)
Aud PY - SD Federal Taxes	(\$254.50)
Aud PY - SD Federal Taxes	(\$4,073.83)
Aud PY - SD Federal Taxes	(\$893.30)
Aud PY - SD Federal Taxes	(\$616.12)
Aud PY - SD Federal Taxes	(\$287.78)
Aud PY - SD Federal Taxes	(\$788.64)
Aud PY - Special District PY	(\$63,118.76)
Aud PY - SD State Taxes	(\$23.26)
Aud PY - SD State Taxes	(\$30.00)
Aud PY - SD State Taxes	(\$22.98)
Aud PY - SD State Taxes	(\$28.53)
Aud PY - SD State Taxes	(\$557.09)
Aud PY - SD State Taxes	(\$281.10)
Aud PY - SD State Taxes	(\$562.29)
Aud PY - SD State Taxes	(\$16.36)
Aud PY - SD State Taxes	(\$14.21)
Aud PY - SD State Taxes	(\$924.76)
Aud PY - SD State Taxes	(\$21.21)
Aud PY - SD State Taxes	(\$14.21)
Aud PY - CASDU	(\$1,763.51)
Aud PY - EMPOWER	(\$1,960.00)
Aud PY - VALIC	(\$2,280.00)
Aud PY - ORION	(\$5,275.39)
Aud PY - MISSION SQUARE	(\$6,737.14)
ICOE PY - College Bridge Academy	(\$5,859.89)
ICOE PY - The Education Corps	(\$5,792.36)
ICOE PY - College Bridge Academy	(\$1,595.60)
ICOE PY - The Education Corps	(\$1,497.24)
ICOE PY - The Education Corps	(\$57,511.21)
Auditor - Vendor Payment	(\$13,891.39)
Aud PY - Payroll	(\$14,024.52)
Administration	(\$39,927.72)
Aud PY - State Taxes	(\$67,782.23)
ICOE PY - State Taxes	(\$101,626.05)
Auditor - Corporate Vendor Pmt	(\$154,244.14)
ICOE PY - Youthbuild Charter	(\$77,315.25)
ICOE PY - Youthbuild Charter	(\$19,506.91)
ICOE PY - Youthbuild Charter	(\$4,530.16)
Aud PY - Federal Taxes	(\$372,276.38)
ICOE PY - Federal Taxes	(\$469,393.97)
Aud PY - Payroll	(\$987,656.41)
ICOE PY - PAYROLL	(\$2,404,730.28)
Aud PY - PERS	(\$15,173.57)
Aud PY - PERS	(\$12,744.06)
Aud PY - PERS	(\$42,757.49)
Aud PY - PERS	(\$68,973.01)
Aud PY - PERS	(\$114,691.26)
Aud PY - PERS	(\$1,930.88)
Aud PY - PERS	(\$406.12)
	\$0.00
TOTAL	(\$5,163,211.99)

TREASURER'S DAILY RECONCILIATION*For the Business Day of***6/29/2023**

Prepared and attached by: Moana Chapman

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 6/30/2023

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certificate of Deposit - 30 %								
1ST FINANCIAL BANK USA 0.45 8/19/2025	32022RNT0	8/19/2020	0.450	248,000.00	248,000.00	223,204.96	8/19/2025	781
AMERICAN COMMERCE BANK 0.9 3/27/2024	02519TBA3	3/27/2020	0.900	248,000.00	248,000.00	239,992.08	3/27/2024	271
BEAL BANK USA (FKA NEVADA) 2.8 7/26/2023	07371DDC8	7/27/2022	2.800	248,000.00	248,000.00	247,546.16	7/26/2023	26
BMO HARRIS BANK NA 2.75 7/21/2023	05600XHF0	7/21/2022	2.750	248,000.00	248,000.00	247,625.52	7/21/2023	21
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	215,586.40	11/17/2026	1,236
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	215,586.40	11/17/2026	1,236
CELTIC BANK 1.85 11/27/2024	15118RTC1	11/27/2019	1.850	248,000.00	248,000.00	235,900.08	11/27/2024	516
CENTERSTATE BANK 1.25 4/30/2025	15201QDE4	4/30/2020	1.250	250,000.00	250,000.00	231,937.50	4/30/2025	670
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	242,608.80	1/9/2024	193
EAST BOSTON SAVINGS BANK 0.45 8/12/2025	27113PDP3	8/12/2020	0.450	248,000.00	248,000.00	223,641.44	8/12/2025	774
ENERBANK USA 1.8 11/22/2023	29278TMN7	11/27/2019	1.800	248,000.00	248,000.00	244,619.76	11/22/2023	145
FIRST CAROLINA BANK 0.45 8/20/2025	31944MBB0	8/20/2020	0.450	248,000.00	248,000.00	22,292.72	8/20/2025	782
FLAGSTAR BANK 1.15 4/29/2025	33847E3D7	4/29/2020	1.150	245,000.00	245,000.00	226,284.94	4/29/2025	669
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	223,026.40	11/17/2026	1,236
GREENSTATE CREDIT UNION 0.4 8/18/2023	39573LAP3	8/18/2020	0.400	248,000.00	248,000.00	246,405.36	8/18/2023	49
JPMORGAN CHASE BANK NA 3 7/26/2023-23	46593LDJ5	7/26/2022	3.000	248,000.00	248,000.00	247,593.28	7/26/2023	26
LIVE OAK BANKING COMPANY 1.85 11/27/2024	538036GU2	11/27/2019	1.850	248,000.00	248,000.00	235,900.08	11/27/2024	516
LUANA SAVINGS BANK 0.6 5/8/2025	549104PQ4	5/8/2020	0.600	245,000.00	245,000.00	224,290.15	5/8/2025	678
MEDALLION BANK 1.2 4/30/2024	58404DGU9	4/30/2020	1.200	250,000.00	250,000.00	241,500.00	4/30/2024	305
MORGAN STANLEY PRIVATE BANK NA 1.9 11/20/2024	61760A3B3	11/27/2019	1.900	248,000.00	248,000.00	236,274.56	11/20/2024	509
NORTHEAST COMMUNITY BANK 0.45 8/20/2025	664122AF5	8/20/2020	0.450	248,000.00	248,000.00	223,172.72	8/20/2025	782
PACIFIC WETERN BANK 1.25 4/30/2025	69506YRL5	4/30/2020	1.250	250,000.00	250,000.00	231,937.50	4/30/2025	670
SAFRA NATIONAL BANK OF NEW YORK 2.9 7/27/2023-23	78658RJV4	7/27/2022	2.900	248,000.00	248,000.00	247,561.04	7/27/2023	27
SOMERSET TRUST CO 1 3/19/2025	835104BZ2	3/19/2020	1.000	248,000.00	248,000.00	229,972.88	3/19/2025	628
TEXAS EXCHANGE BANK SSB 2.9 7/21/2023-22	88241TNT3	7/22/2022	2.900	248,000.00	248,000.00	247,667.68	7/21/2023	21

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	215,333.44	11/17/2026	1,236
VIRIVA FCU 1.85 11/27/2024	92823NAA9	11/27/2019	1.850	248,000.00	248,000.00	235,900.08	11/27/2024	516
WELLS FARGO BANK NA 3 7/28/2023	949763X43	7/29/2022	3.000	248,000.00	248,000.00	247,548.64	7/28/2023	28
Sub Total / Average Certificate of Deposit - 30 %			1.569	6,941,000.00	6,941,000.00	6,350,910.57		520
Commercial Paper - 15 %								
CREDIT AGRI CIB 0 10/16/2023	22533UXG3	1/20/2023	5.086	3,000,000.00	2,890,158.33	2,951,430.00	10/16/2023	108
CREDIT AGRI CIB 0 10/26/2023	22533UXS7	3/30/2023	5.182	5,000,000.00	4,853,291.67	4,911,350.00	10/26/2023	118
MUFG BANK LTD 0 8/24/2023	62479MVQ3	1/20/2023	4.985	6,000,000.00	5,825,760.00	5,954,160.00	8/24/2023	55
NATIXIS NY BRANCH 0 11/22/2023	63873KYN1	3/30/2023	5.213	4,000,000.00	3,867,280.00	3,910,840.00	11/22/2023	145
Sub Total / Average Commercial Paper - 15 %			5.107	18,000,000.00	17,436,490.00	17,727,780.00		101
Coporate Obligation - 30 %								
CITIGROUP GLOBAL MARKETS 3.75 7/20/2023	17330PSX8	7/20/2022	3.750	2,000,000.00	2,000,000.00	1,993,260.00	7/20/2023	20
Sub Total / Average Coporate Obligation - 30 %			3.750	2,000,000.00	2,000,000.00	1,993,260.00		20
Federal Agencies - 100 %								
FFCB 0.44 11/4/2024-21	3133EMFP2	11/4/2020	0.440	3,000,000.00	3,000,000.00	2,806,560.00	11/4/2024	493
FFCB 0.47 1/27/2025-21	3133EMER9	10/27/2020	0.470	3,000,000.00	3,000,000.00	2,783,250.00	1/27/2025	577
FFCB 0.52 10/21/2025-21	3133EMDZ2	10/21/2020	0.520	3,000,000.00	3,000,000.00	2,718,180.00	10/21/2025	844
FFCB 0.53 10/22/2025-21	3133EMEC2	10/22/2020	0.530	3,000,000.00	3,000,000.00	2,718,570.00	10/22/2025	845
FFCB 0.53 8/12/2025-22	3133EL3P7	8/12/2020	0.530	4,000,000.00	4,000,000.00	3,647,200.00	8/12/2025	774
FFCB 0.55 9/16/2025-21	3133EL7K4	9/16/2020	0.550	5,000,000.00	5,000,000.00	4,546,650.00	9/16/2025	809
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	1,960,820.00	4/26/2027	1,396
FFCB 4.88 1/24/2024-23	3133EN6X3	1/24/2023	4.880	2,000,000.00	2,000,000.00	1,990,600.00	1/24/2024	208
FHLB 0.52 1/28/2025-22	3130ANEJ5	7/28/2021	0.520	5,000,000.00	5,000,000.00	4,642,000.00	1/28/2025	578
FHLB 0.55 7/30/2024-20	3130AJUN7	7/30/2020	0.550	3,000,000.00	3,000,000.00	2,844,990.00	7/30/2024	396
FHLB 0.7 3/16/2026-22	3130ALEP5	3/16/2021	0.700	5,000,000.00	5,000,000.00	4,486,050.00	3/16/2026	990
FHLB 0.75 1/29/2025-21	3130ALY65	4/29/2021	0.750	2,000,000.00	2,000,000.00	1,863,500.00	1/29/2025	579
FHLB 0.75 6/30/2025-21	3130AMX31	6/30/2021	0.750	3,000,000.00	3,000,000.00	2,758,350.00	6/30/2025	731
FHLB 1 12/30/2024-22	3130AQFN8	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,808,660.00	12/30/2024	549
FHLB 1 12/30/2024-22	3130AQ4Z3	12/30/2021	1.000	3,000,000.00	3,000,000.00	2,812,620.00	12/30/2024	549
FHLB 1 6/30/2026-21	3130AMT28	6/30/2021	1.000	4,000,000.00	4,000,000.00	3,587,440.00	6/30/2026	1,096
FHLB 1 9/30/2024-22	3130AQD59	12/30/2021	1.000	5,000,000.00	5,000,000.00	4,730,950.00	9/30/2024	458
FHLB 1.2 12/22/2025-22	3130AQ5D1	12/22/2021	1.200	4,000,000.00	4,000,000.00	3,665,320.00	12/22/2025	906
FHLB 1.2 4/28/2026-21	3130ALXP4	4/28/2021	1.200	2,000,000.00	2,000,000.00	1,811,320.00	4/28/2026	1,033
FHLB 1.55 12/22/2026-22	3130AQ5C3	12/22/2021	1.550	3,000,000.00	3,000,000.00	2,716,980.00	12/22/2026	1,271
FHLB 5 7/28/2026-23	3130AUMR2	1/30/2023	5.000	3,000,000.00	3,000,000.00	2,957,280.00	7/28/2026	1,124

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FHLB 5.1 4/24/2028	3134GYQ54	4/24/2023	5.100	5,000,000.00	5,000,000.00	4,915,150.00	4/24/2028	1,760
FHLB 5.125 1/26/2024-23	3130AVR87	4/26/2023	5.125	3,000,000.00	3,000,000.00	2,990,730.00	1/26/2024	210
FHLB Step 6/16/2026-21	3130AMR46	6/16/2021	8.316	3,000,000.00	3,000,000.00	2,708,220.00	6/16/2026	1,082
FHLMC 0.6 11/12/2025-21	3134GXBM5	11/17/2020	0.600	3,000,000.00	3,000,000.00	2,722,530.00	11/12/2025	866
FHLMC 0.6 9/30/2025-21	3134GWTG1	9/30/2020	0.600	5,000,000.00	5,000,000.00	4,546,150.00	9/30/2025	823
FHLMC 0.62 12/1/2025-21	3134GXDM3	12/1/2020	0.620	4,000,000.00	4,000,000.00	3,618,760.00	12/1/2025	885
FHLMC 0.625 8/19/2025-21	3134GWQN9	8/19/2020	0.625	3,000,000.00	3,000,000.00	2,739,300.00	8/19/2025	781
FHLMC 0.625 9/23/2025-20	3134GWP75	9/23/2020	0.625	5,000,000.00	5,000,000.00	4,551,550.00	9/23/2025	816
FHLMC 5 12/26/2025-23	3134GYAK8	12/30/2022	5.000	3,000,000.00	3,000,000.00	2,964,870.00	12/26/2025	910
FHLMC 5.05 1/28/2028-23	3134GYF64	1/30/2023	5.050	4,000,000.00	4,000,000.00	3,933,480.00	1/28/2028	1,673
FNMA 0.55 11/4/2025-22	3135GA2N0	11/4/2020	0.550	5,000,000.00	5,000,000.00	4,535,100.00	11/4/2025	858
FNMA 0.56 8/21/2025-23	3136G4N74	8/21/2020	0.560	3,000,000.00	3,000,000.00	2,721,540.00	8/21/2025	783
FNMA 0.58 10/28/2025-22	3135GA2A8	11/17/2020	0.580	3,000,000.00	3,000,000.00	2,720,370.00	10/28/2025	851
FNMA 0.625 7/21/2025-22	3136G4ZJ5	7/21/2020	0.625	4,000,000.00	4,000,000.00	3,662,840.00	7/21/2025	752
FNMA 0.7 7/21/2025-21	3136G4ZG1	7/21/2020	0.700	4,000,000.00	4,000,000.00	3,657,520.00	7/21/2025	752
Sub Total / Average Federal Agencies - 100 %			1.625	127,000,000.00	127,000,000.00	117,845,400.00		849
Local Agency Investment Fund - \$ 50M								
LAIF LGIP	LAIF4000	9/30/2018	3.167	35,000,000.00	35,000,000.00	35,000,000.00	N/A	1
Sub Total / Average Local Agency Investment Fund - \$ 50M			3.167	35,000,000.00	35,000,000.00	35,000,000.00		1
U.S. Bank Money Market - 5%								
U.S. Bank MM	USBANKMM	8/3/2021	4.970	6,372,583.29	6,372,583.29	6,372,583.29	N/A	1
Sub Total / Average U.S. Bank Money Market - 5%			4.970	6,372,583.29	6,372,583.29	6,372,583.29		1
UBS Money Market - 5 %								
BMO HARRIS BANK NA MM	BMO0670	5/23/2023	3.750	5,020,048.50	5,020,048.50	5,020,048.50	N/A	1
UBS Financial MM	UBSMM9591	6/30/2018	4.970	3,500,000.00	3,500,000.00	3,500,000.00	N/A	1
Sub Total / Average UBS Money Market - 5 %			4.251	8,520,048.50	8,520,048.50	8,520,048.50		1
Total / Average			2.431	203,833,631.79	203,270,121.79	193,809,982.36		556

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
6/1/2023 to 6/30/2023

Nathan Greenberg
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 6/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2023
OPEB	\$10,018,306.55	\$0.00	\$313,507.77	\$2,438.35	\$0.00	\$0.00	\$10,329,375.97
Totals	\$10,018,306.55	\$0.00	\$313,507.77	\$2,438.35	\$0.00	\$0.00	\$10,329,375.97

Investment Selection

Source	
OPEB	Moderate HighMark PLUS

Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	3.13%	3.05%	7.62%	4.76%	5.05%	5.88%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL



469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

August 23, 2023

File No.: 825.17092.20010

RECEIVED

AUG 28 2023

Inyo County Administrator
Clerk of the Board

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

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the release of hazardous material which could cause substantial injury to the public health and safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. W. Hamilton".

C. W. HAMILTON, Captain
Commander
Bishop Area

Enclosure



INCIDENT ACTION PLAN/SITE SAFETY PLAN

CHP 4071 (New 5-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 23-5298

INCIDENT DATE (MM/DD/YYYY) 08/19/2023	INCIDENT TIME (HOURS) 1630
--	-------------------------------

INCIDENT OCCURRED ON Bishop Creek Canal	<input type="checkbox"/> AT INTERSECTION WITH Dixon Lane <input checked="" type="checkbox"/> OR North of
--	---

AREA DESCRIPTION
Rural area canal waterway owned by Department of Water & Power (LA County)

INCIDENT COMMANDER B. Gentry, Sergeant, ID 20010	SITE SAFETY OFFICER CHP Officer L. Roberson, ID 23021
---	--

INCIDENT ACTION PLAN

- GENERAL INFORMATION:
- PROTECT LIFE, ENVIRONMENT, AND PROPERTY.
 - COMPLY WITH SECTION 5192(q), TITLE 8, CALIFORNIA CODE OF REGULATIONS.
 - IDENTIFY THE INCIDENT COMMANDER AND SAFETY OFFICER.

PROCEDURES FOR HANDLING EMERGENCY INCIDENTS:

- Identify all hazardous substances or conditions present.
- Based upon identification, implement appropriate operations, and assure use of proper personal protective equipment.
- Ensure personnel exposed to inhalation hazard wear a self contained breathing apparatus.
- Limit the number of personnel on-site, but use the buddy system.
- Ensure back-ups and standby emergency medical services are available.
- Designate a safety officer with knowledge of safety operations.
- Implement appropriate decontamination.

SITE SAFETY PLAN

- GENERAL INFORMATION:
- PROTECTION OF LIFE IS THE HIGHEST PRIORITY.
 - ENSURE ALL PERSONNEL ARE BRIEFED ON OPERATIONS AND SAFETY BEFORE WORK BEGINS.
 - NO PERSON SHALL EXCEED THEIR LEVEL OF TRAINING, CAPABILITIES, OR RESOURCES.

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Petroleum Crude Oil	1267	3	1+ Quarts	Undetermined	Liquid	Liquid
CONTAINER TYPE		CONTAINER CAPACITY (LBS., GAL., ETC.)		CONTAINER MATERIAL	LEVEL OF CONTAINER	
Other (explain in Comments)		6 Quarts		Plastic, rigid (includes fiberglass)	Above ground	
CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
CONTAINER TYPE		CONTAINER CAPACITY (LBS., GAL., ETC.)		CONTAINER MATERIAL	LEVEL OF CONTAINER	

MEDICAL SIGNS OF EXPOSURE:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Nausea/Vomiting | <input type="checkbox"/> Coughing |
| <input type="checkbox"/> Dehydration | <input type="checkbox"/> Tingling/Numbness of extremities |
| <input checked="" type="checkbox"/> Trouble breathing | <input type="checkbox"/> Diarrhea |
| <input checked="" type="checkbox"/> Skin irritation | <input checked="" type="checkbox"/> Unconsciousness |
| <input checked="" type="checkbox"/> Dizziness | <input type="checkbox"/> Anxiety |
| <input type="checkbox"/> Confusion | <input type="checkbox"/> Blurred/Double vision |
| <input type="checkbox"/> Other symptoms: _____ | |

CONTROL ZONES (ESTABLISH AS APPROPRIATE):

Hot (*Exclusion*) Zone: Immediate 5 foot area encompassing the front of the Ford pickup within the waterway.

Warm (*Contamination reduction*) Zone: Larger 20 foot area encompassing leaking Ford pickup.

Cold (*Support*) Zone: Larger 50 foot area encompassing the waterway and the dirt path adjacent the canal.

WHEN REQUIRED, ADDRESS THE FOLLOWING:

Decontamination Plan:

Evacuation Plan:

Demobilization Plan:

Communications Plan:

Medical Assistance Plan:

Emergency Procedures Plan:

(Drawing not to scale)

SKETCH

(Factual diagram is not required)

INDICATE NORTH

SAFETY BRIEFING COMPLETED (*TIME*)

1930

HOURS

INCIDENT COMMANDER NAME, RANK, AND ID NUMBER

Sergeant B. Gentry, ID 20010

DATE

08/23/2023

HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 23-5298	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9825-2023-00224 <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY	
	0	0	0	Unincorporated	Inyo Superior	<input checked="" type="checkbox"/> NONE	
AGENCY PERSONNEL	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED	
OTHERS	0	0	0	Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME		TIME CALTRANS/COUNTY ROADS NOTIFIED		TIME O.E.S. NOTIFIED		
08/19/2023	1630 HOURS		1915 HOURS		1943 HOURS		
INCIDENT OCCURRED ON				<input type="checkbox"/> AT INTERSECTION WITH			
Bishop Creek Canal				<input checked="" type="checkbox"/> OR North of Dixon Lane			
MILEPOST INFORMATION				GPS COORDINATES			
N/A				LATITUDE 37.393581° LONGITUDE -118.415661°			
NAME (FIRST, MIDDLE, LAST)		DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Jalen Casey Watterson		Y77812270	CA	2002	Ford	6X68797	CA
STREET ADDRESS				VEH. YEAR	MAKE	LICENSE NUMBER	STATE
939 N. Barlow Lane							
CITY/STATE/ZIP CODE				VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Bishop, CA 93514							
HOME PHONE		BUSINESS PHONE		CARRIER NAME			
(760) 920-4971		None		None			

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)				REGISTERED OWNER <input type="checkbox"/> SAME AS DRIVER			
<input type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec			Sharon Chavez			
<input type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center			OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
<input type="checkbox"/> Off-site fire services	<input type="checkbox"/> Safety Data Sheet			P.O. Box 128 Big Pine, CA 93513			
<input type="checkbox"/> On-site non-fire services	<input type="checkbox"/> Placards/Signs			VEHICLE IDENTIFICATION NUMBER			
<input type="checkbox"/> Off-site non-fire services	<input type="checkbox"/> Shipping papers						
<input type="checkbox"/> Computer software	<input type="checkbox"/> Emergency Response Guidebook			VEHICLE TYPE	CA NUMBER	DOT NUMBER	
<input type="checkbox"/> Chemist	<input type="checkbox"/> No reference material used			22			
<input checked="" type="checkbox"/> Other Driver							

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Petroleum Crude Oil	1267	3	1+ Quarts	Undetermined	Liquid	Liquid
CONTAINER TYPE			CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER	
Other (explain in Comments)			6 Quarts	Plastic, rigid (includes fiberglass)	Above ground	
CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
CONTAINER TYPE			CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER	
PROPERTY USE				SURROUNDING AREA	PROPERTY MANAGEMENT	
Lake/Pond/River				Open land	County	
RELEASE FACTORS				EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED	
Collision/Overturn				Vehicle fuel system	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 23152(a)VC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Other Code violation		DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?	
<input type="checkbox"/> Other cause		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER	

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events Evacuation details Cleanup actions CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)

Road closures Environmental impact Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE	BY WHOM (NAME, TITLE AND AGENCY)		
Pending HOURS	Pending		
PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
B. Gentry, Sergeant, 20010	08/23/2023		