

Agenda



County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

January 14, 2020 - 9:00 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

- 10 a.m.
3. **PLEDGE OF ALLEGIANCE**
 4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
 5. **PUBLIC COMMENT**
 6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL - PERSONNEL ACTIONS

7. **Health & Human Services - Behavioral Health** - Request Board:
 - A) Amend the authorized strength in HHS Behavioral Health by:
 1. deleting one (1) full-time Licensed Addictions Supervisor at Range 82 (\$6,198 - \$7,526) and the alternate classification of Addictions Supervisor at Range 70 (\$4,660 - \$5,668);
 2. deleting one (1) Office Clerk III at Range 52 (\$3,057 - \$3,714); and
 3. adding one (1) full-time Program Chief at Range 84 (\$6,507 - \$7,908);
 - B) Approve the amended Program Chief job description for use in both children's and adult treatment programs; and
 - C) Find that, consistent with the adopted Authorized Position Review Policy:
 1. The availability of funding for two Program Chiefs exists in the non-General Fund budgets of Mental Health, Substance Use Disorders and Drinking Driver Program, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
 2. Where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply;
 3. approve the hiring of two (2) full-time Program Chiefs at Range 84 (\$6,507 - \$7,908), one of which will not be hired until the retirement of an existing employee in May 2020; and
 4. If an internal candidate is hired as a result of the open recruitment, authorize the Department to backfill the resulting vacancy.

CONSENT AGENDA (Approval recommended by the County Administrator)

8. **County Administrator - Parks & Recreation** - Request Board approve Resolution No. 2020-01, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Application for Payment Programs and Related Authorizations," in relation to CalRecycle grants, and authorize the Chairperson to sign.
9. **Health & Human Services - Behavioral Health** - Request Board approve Resolution No. 2020-02, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the County to Participate in the One-Time Funding Opportunity to Initiate Whole Person Care Capacity," and authorize the Chairperson to sign.
10. **Health & Human Services - First 5** - Request Board: A) declare Postpartum Support International of Portland, OR a sole-source provider of perinatal mood disorder training services; and B) approve the contract between the County of Inyo and Postpartum Support International for training services in the amount of \$30,000.00 for the period of January 15, 2020 to April 15, 2020, and authorize the Chairperson to sign.
11. **Public Works** - Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

12. **Public Works - Road Dept.** - Request Board: A) declare Twin Mountain Rock Venture LLC of Sun Valley, CA a sole-source provider of black rock cinder sand; and B) authorize issuance of a blanket purchase order in an amount not to exceed \$20,000.00, payable to Twin Mountain Rock Venture LLC of Sun Valley, CA for black rock cinder sand to be used for ice control.

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

13. **Board of Supervisors** - Request Board: A) approve the 2020 Board of Supervisors committee assignments as recommended by the Chairperson; and B) for the purposes of Form 806 reporting, make separate motions for the following assignments:
 1. Eastern Sierra Transit Authority Board of Directors (two)
 2. Great Basin Unified Air Pollution Control District Board (two, plus an alternate)
 3. Local Agency Formation Commission (two, plus an alternate)*(Recommendations for appointment will be made during the discussion.)*
14. **County Counsel/County Administrator** - Request Board receive report from Inyo County's Indian Wells Valley Groundwater Authority representative on the upcoming vote regarding the Groundwater Sustainability Plan, which includes a conceptual project to import water into the Indian Wells Valley Groundwater Basin via the LADWP Aqueduct.
15. **Public Works - Airports** - Request Board ratify and approve the Lease Agreement between the County of Inyo and REACH Air Medical Services, LLC for the hangar space located at Hangar A, Bishop Airport, Bishop, CA for an initial period of five years with four, two-year options to extend, for the period of July 1, 2019 to June 30, 2024, with the first annual amount of \$31,200 payable to the County in quarterly installments of \$7,800, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.
16. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and Health Management Associates (HMA) for the provision of additional funds for implementation of Medication Assisted Treatment (MAT) for substance use disorder (SUD) in the County Jail, and authorize the HHS Director to sign.
17. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of December 17, 2019 and January 7, 2020.

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

18. **11 A.M. - PUBLIC WORKS** - Request Board:
 - A) Hold a public hearing to receive and consider input on the proposed temporary monthly surcharge for Independence Water Systems; and
 - B) If the Board finds and determines that it has not received written protests to the proposed surcharge from a majority of the affected parcels, then;
 - C) Approve and authorize the Chairperson to sign Resolution No. 2020-03, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving a Temporary Monthly Surcharge for Independence Water System Services."

19. **11 A.M. - COUNTY ADMINISTRATOR - Risk Management** - Request Board: A) Introduce, read title, and waive further reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Subsections (B) and (C) of Section 1.28.040 of the Inyo County Code, Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County;" and B) Schedule ordinance for enactment at 11 a.m. Tuesday, January 21, 2020 in the County Administrative Center, Independence.
20. **1:30 P.M. - BOARD OF EQUALIZATION** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

21. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS



County of Inyo



Health & Human Services - Behavioral Health

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Marilyn Mann

SUBJECT: Request to change the authorized strength by deleting one full time Licensed Addictions Supervisor at Range 82 and the alternate classification of Addictions Supervisor at Range 70; delete one full-time Office Clerk III at Range 52; and add one additional Program Chief at Range 84 to oversee outpatient mental health and substance use treatment programming; approve the amended Program Chief job description; and authorize the hiring of two Program Chiefs in Behavioral Health, one of which will not be filled until after the scheduled retirement of the existing employee.

RECOMMENDED ACTION:

Request Board:

A) Amend the authorized strength in HHS Behavioral Health by:

1. deleting one (1) full-time Licensed Addictions Supervisor at Range 82 (\$6,198 - \$7,526) and the alternate classification of Addictions Supervisor at Range 70 (\$4,660 - \$5,668);
2. deleting one (1) Office Clerk III at Range 52 (\$3,057 - \$3,714); and
3. adding one (1) full-time Program Chief at Range 84 (\$6,507 - \$7,908);

B) Approve the amended Program Chief job description for use in both children's and adult treatment programs; and

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

1. The availability of funding for two Program Chiefs exists in the non-General Fund budgets of Mental Health, Substance Use Disorders and Drinking Driver Program, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller;
2. Where internal candidates may meet the qualifications for the position, the vacancy could possible be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply;
3. approve the hiring of two (2) full-time Program Chiefs at Range 84 (\$6,507 - \$7,908), one of which will not be hired until the retirement of an existing employee in May 2020; and
4. If an internal candidate is hired as a result of the open recruitment, authorize the Department to backfill the resulting vacancy.

SUMMARY/JUSTIFICATION:

The Department has a supervisor position authorized in the budget at either a certificated level or licensed level to oversee the Substance Use Disorder (SUD) treatment programming. This position has been not only difficult to fill, but it also is limited to providing oversight to SUD services rather than a broader scope of Behavioral Health treatment services. The position is currently vacant and there has not been a successful recruitment to date, which has allowed us to look at the departmental needs in the Behavioral Health division, as well as the funding

structure to support the position. Based on this evaluation, the department has determined that restructuring the position to allow for continued oversight of the SUD programs, as well as the addition of oversight of adult mental health services will allow for better continuity of care for those persons who have dual-diagnosis and will provide additional management support to the adult mental health program. In addition, SUD funding is subject to reductions and blending the position with mental health funding would better support the full-time position.

The Department is recommending that the SUD supervisor position be deleted in its current form and that a position comparable to the Program Chief for the Children's System of Care outpatient treatment services in Behavioral Health be established. The department would use the monies budgeted for the supervisor as well as those that support a vacant Office Clerk III in Behavioral Health that is shared with Social Services to support the new position, which is two ranges higher at Range 84. The Program Chief job description has been reviewed and amended for use in hiring either a Program Chief for the Adult System of Care or for the Children's System of Care and it is attached for your Board's review and approval.

In addition to recommending that your Board change the authorized strength as recommended and approve the revised job description, the Department is respectfully requesting that your Board authorize the Department to recruit and hire the newly established Program Chief – Adult System of Care, as well as authorize the recruitment of a Program Chief - Children's System of Care, as our current Program Chief has submitted her resignation effective May 21, 2020.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to maintain the current authorized strength levels, which will limit the scope of program support provided by the existing authorized supervisor.

OTHER AGENCY INVOLVEMENT:

NA

FINANCING:

Drug Medi-Cal reimbursement, SAPT Block Grant, Mental Health Medi-Cal, and Behavioral Health Realignment funds. One position is 100% CMH (045200) and the other position is 75% in SUD (045315) and 25% in CMH (045200) in the salaries and benefits object codes. No County General Funds.

ATTACHMENTS:

1. Program Chief Job Description

APPROVALS:

Marilyn Mann	Created/Initiated - 12/20/2019
Darcy Ellis	Approved - 12/29/2019
Melissa Best-Baker	Approved - 1/2/2020
Sue Dishion	Approved - 1/8/2020
Amy Shepherd	Approved - 1/8/2020
Marilyn Mann	Final Approval - 1/9/2020



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

ANNOUNCES AN OPEN RECRUITMENT FOR:

PROGRAM CHIEF
(ADULT SYSTEM OF CARE or CHILDREN'S SYSTEM OF CARE)

DEPARTMENT: Health and Human Services, Behavioral Health Division
LOCATION: County-wide
SALARY: Range 84
TERM:

****BENEFITS:**

DEFINITION: Under supervision of the Behavioral Health Director, provides clinical and administrative supervision of staff and program leadership in the day-to-day operation of the Behavioral Health child, family, and/or adult programs.

ESSENTIAL JOB DUTIES: Duties will include but not be limited to: Provides direct and indirect administrative and clinical supervision and training to program staff including data collection and documentation within the electronic health record, ensuring Medi-Cal documentation and productivity standards are being met; assists Director in the development and implementation of the state plans as directed, including state reporting and compliance; attends State meetings as directed and keeps abreast of best practices for behavioral health; determines schedules of staff within programs including crisis management and on-call services; ensures effective implementation of 24-hour on-call coverage and licensed backup; assigns and reviews staff work providing professional assistance as needed to meet all local, state, and Federal requirements; implements quality improvement and cultural competency plans; assesses staff training needs and coordinates training needs with Director; orients new staff to the Behavioral Health programs; participates on a limited basis in providing direct client services; completes performance evaluations of subordinates; does related work as assigned by the Deputy Director – Behavioral Health.

ADULT SYSTEM OF CARE: Program Chief - Adult System of Care directs the day-to-day operation of adult outpatient programs, including Mental Health, Substance Use Disorders (SUD), and Drinker Driver Program services, and may also provide clinical supervision of persons conserved under the Lanterman Petris-Short Act.

CHILDREN'S SYSTEM OF CARE: Program Chief – Children's System of Care directs the day-to-day operation of child and family outpatient programs, ensuring coordination with child welfare, public health, probation, and the schools.

EMPLOYMENT STANDARDS

Education/Experience: Minimum of a Master's degree in psychology, social work, or related field which provides the educational basis for licensing to provide psychotherapy, AND possession of a valid California license to practice psychotherapy AND at least one year of experience providing clinical supervision and

guidance. One year of full-time supervisory experience in public behavioral health programming desired but not required.

Knowledge of: Current clinical and management techniques and practices in public behavioral health; scope and activities of public and private health and welfare agencies and other community resources; principles and techniques of system of care; principles and practices of effective supervision and training; laws and regulations governing local behavioral health services; changes in public mental health practices in the last three to five years.

Ability to: Provide effective leadership and supervision; act as a liaison between staff and administration; communicate effectively in written and oral forms; establish and maintain cooperative working relationships with multi-system partners and as part of the multidisciplinary team; manage multiple tasks and respond appropriately to crisis situations; utilize supervision effectively and ensure communication up and down the supervision chain; adopt and assist in the implementation of the cultural changes in the provision of Behavioral Health Services. Must have ability to sit for prolonged periods of time; produce written documentation by hand or computer; stand, walk, climb and descend stairs, twist, and lift and carry up to 25 pounds; use a telephone; and drive a motor vehicle. Consistent attendance is an essential function of the position.

Special requirements: Incumbents must possess and maintain a valid California license to practice psychotherapy (LCSW, MFT, or Ph.D.) during the term of employment and *must provide proof of licensure at the time of application.* **Must be available for 24-hour on-call duty rotation.** Must also successfully complete a pre-employment background investigation and possess a valid operator's license issued by the State Department of Motor Vehicles.

NEPOTISM POLICY: A copy of Inyo County Personnel Rules and Regulations, Section 107, is available upon request.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and will include a qualification screening and oral examination.

APPLICATION: **This recruitment will remain open until position is filled.** Applications **must be received** in the Personnel Office, P.O. Box 249, Independence, CA 93526 no later than 5:00 p.m. on _____ (postmarks not accepted). Must apply on Inyo County application form and include proof of a valid California license to practice psychotherapy (LCSW, MFT, or Ph.D.). A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. Incomplete applications will not be processed. **It is not acceptable to complete the application with statements like, "See/Refer to Resume", or "See Attached".**

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT WILL BE USED FOR ONE YEAR IN FILLING VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

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

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

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



County of Inyo



County Administrator - Parks & Recreation

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Leslie Chapman

SUBJECT: Resolution authorizing submittal of applications for CalRecycle payment programs.

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-01, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing Submittal of Application for Payment Programs and Related Authorizations," in relation to CalRecycle grants, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

CalRecycle has various payment programs to make payments to qualifying jurisdictions including Inyo County. CalRecycle has established a procedure which requires jurisdictions receiving funds to authorize an individual to submit applications to CalRecycle and further requires that a position be designated to execute documents related to those payments.

The attached resolution authorizes the Assistant County Administrator to submit applications to CalRecycle and further authorize the County Administrator or his designee to execute all documents necessary to implement and secure payment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

We have been informed by CalRecycle that unless an authorizing resolution is adopted payments for the associated programs will not be made. Your Board may choose to forgo participating in CalRecycle payment programs.

Your Board may also designate another individual or position to submit applications and execute documents.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There are no costs associated with adopting this resolution.

ATTACHMENTS:

1. CalRecycle RESOLUTION

APPROVALS:

Teresa Elliott	Created/Initiated - 12/13/2019
Darcy Ellis	Approved - 12/17/2019
Teresa Elliott	Approved - 12/17/2019
Leslie Chapman	Approved - 1/2/2020
Amy Shepherd	Approved - 1/3/2020
Marshall Rudolph	Approved - 1/6/2020
Leslie Chapman	Final Approval - 1/6/2020

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISOR, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions, and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment program; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Assistant County Administrator is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED AND ORDERED that the Assistant County Administrator is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED AND ORDERED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED THIS 14th day of January, 2020, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Meaghan McCamman

SUBJECT: Approval of One Time Funding for Whole Person Care

RECOMMENDED ACTION:

Request Board approve Resolution No. 2020-02, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the County to Participate in the One-Time Funding Opportunity to Initiate Whole Person Care Capacity," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

California's Whole Person Care Pilot program coordinates health, behavioral health and social services with the goal of improved beneficiary health and well-being in 25 mostly urban counties. The 2019-20 Governor's Budget encourages additional counties to initiate Whole Person Care-like capacity with a one-time funding allocation of \$20 million and multi-year spending authority through June 30, 2025 from the Mental Health Services Fund.

Inyo County is eligible for \$453,318.25 in funding for Whole Person Care. HHS requested the full amount which was granted on December 26, 2019. At this time, we are evaluating two options for use of this funding:

- Staffing and program development for a new Navigation Center in downtown Bishop that will be administered by IMACA; or
- Providing health and behavioral health services with a mobile clinic staffed and run by our local health care partners.

Both options would meet the requirements of the Whole Person Care allocation and would provide improved health and well-being to Inyo County's residents. The Department will work with our community partners to identify the final plan and respectfully request that your Board accept the funding at this time as we finalize the plan.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board to decide not to approve a resolution accepting these funds. Inyo County would not have a Whole

Person Care program.

OTHER AGENCY INVOLVEMENT:

Potentially NIHD, SIHD, and/or IMACA and other community partners.

FINANCING:

All state funds. These funds will be placed in the HHS Suspense Trust until the project has been finalized. We will be reviewing the project guidelines to determine what is allowable administration costs that can be claimed to offset our staff's work on this grant. No county general funds.

ATTACHMENTS:

1. WPC Resolution FINAL
2. Inyo Signed 20M Acceptance Letters 12.26.19

APPROVALS:

Rhiannon Baker	Created/Initiated - 12/31/2019
Darcy Ellis	Approved - 1/2/2020
Marilyn Mann	Approved - 1/7/2020
Melissa Best-Baker	Approved - 1/7/2020
Amy Shepherd	Approved - 1/8/2020
Marshall Rudolph	Approved - 1/8/2020
Marilyn Mann	Final Approval - 1/8/2020

RESOLUTION NO. 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE COUNTY TO PARTICIPATE IN THE ONE-TIME FUNDING OPPORTUNITY TO INITIATE WHOLE PERSON CARE CAPACITY.

WHEREAS, California's Governor Gavin Newsom and the California Legislature have recognized the critical need for Whole Person Care capacity for counties who do not operate Whole Person Care pilots;

WHEREAS, The Governor, Legislature, and this County recognize the need to coordinate health, behavioral health, and social services in a patient-centered manner with the goal of improved beneficiary health and well-being;

WHEREAS, The Governor and Legislature have allocated \$20 million from the Mental Health Services Fund to provide funding for counties who do not operate Whole Person Care Pilots;

WHEREAS, Inyo County is eligible for \$453,318.25 in funding to develop Whole Person Care capacity;

WHEREAS, Inyo County requested the full \$453,318.23 in funding and was granted the full amount on December 26, 2019 (see Exhibit A);

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors authorize the County's receipt of One-Time Funding to initiate Whole Person Care capacity, pursuant to the terms set out in Exhibit A and subject to all requirements outlined in Exhibit A.

PASSED AND ADOPTED on this ____ day of _____ 2019, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST:

CLINT QUILTER
Clerk of the Board

By: _____
Darcy Ellis, Assistant



RICHARD FIGUEROA
ACTING DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

December 26, 2019

Marilyn Mann, Director
County of Inyo - Health & Human Services Department
163 May Street
Bishop, CA 93514

APPROVAL FOR ONE-TIME FUNDING TO INITIATE WHOLE PERSON CARE
CAPACITY

Dear Ms. Mann:

The purpose of this letter is to notify you that the Department of Health Care Services (DHCS) has approved your request for One-Time Funding to Initiate Whole Person Care Capacity within your county.

Please submit a signed Board of Supervisors Resolution by January 31, 2020. The allocation of funds totaling \$453,318.25 is expected to be processed no later than March 31, 2020 and will be available for final encumbrance or expenditure by June 30, 2025.

A final evaluation and summary report is due 90 days after the full expenditure of funding. The report shall include the disposition of funds, the services provided and the number of individuals served.

If you have any questions regarding this approval, please contact the 1115WholePersonCare@dhcs.ca.gov mailbox.

Sincerely,

Dana Durham
Policy and Medical Monitoring Branch Chief
Managed Care Quality Monitoring Division



County of Inyo



Health & Human Services - First 5

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT: Postpartum Support International for Perinatal Mood Disorder training

RECOMMENDED ACTION:

Request Board: A) declare Postpartum Support International of Portland, OR a sole-source provider of perinatal mood disorder training services; and B) approve the contract between the County of Inyo and Postpartum Support International for training services in the amount of \$30,000.00 for the period of January 15, 2020 to April 15, 2020, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

In the spring of 2019, HHS Public Health & Prevention's First 5 and Maternal Child Adolescent Health (MCAH) programs conducted a concurrent five-year needs assessment. One of the primary findings was a need to increase support to mothers in accessing mental health care. This finding led the First 5 program to convene an Inyo County Perinatal Taskforce in May 2019. Members of the Taskforce include HHS Public Health and Prevention programs, including First 5, WIC, and MCAH; Toiyabe Indian Health Project's Family Services and WIC programs; and Northern Inyo Healthcare District's Rural Health Clinic, Bishop Pediatrics, and Labor & Delivery; and HHS Behavioral Health programs.

At the September 2019 Taskforce meeting, members discussed AB 3032 - Maternal Mental Health Conditions, Education, Early Diagnosis and Treatment Act, new legislation around Maternal Mental Health which was scheduled to take effect January 1, 2020. AB 3032 requires all birthing hospitals in California provide education and information to postpartum people and their families about maternal mental health conditions, post-hospital treatment options, and community resources, and requires that all regular staff in labor and delivery departments (e.g. registered nurses and social workers) receive education and information about maternal mental health disorders. During the September meeting, the taskforce members requested the Postpartum Support International (PSI) two-day Perinatal Mood and Anxiety Disorders Training be provided in order to help meet the requirements of the new legislation. NIHD Labor & Delivery staff indicated that while the bill didn't mandate a specific training. However, the PSI training was preferred, as it not only meets the requirement but also would provide valuable training to local providers.

This contract is going to provide a critical training to our rural community to equip partners with skills and knowledge to support our mothers and families of young children. PSI is an internationally recognized unique evidence-based program for health providers and social support networks. The training is designed for nurses, physicians, social workers, mental health providers, childbirth professionals, social support providers, or anyone interested in learning skills and knowledge for assessment and treatment of perinatal mood disorders. Upon completion of the course, participants will be able to identify challenges faced when diagnosing and treating

Perinatal Mood and Anxiety Disorders, assess risk factors, identify treatment options, and how to offer social support.

Providing this training not only helps our Department meet the community needs identified under our First 5 and MCAH needs assessment planning, but also helps us support our community partners. The Department will use grant funding to support bringing this important training to our medical community and request your Board's support.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If you decide not to approve this contract, partner agencies will not be able to meet their training requirements. New mothers across the county would continue to struggle to access maternal mental health care. Additionally, grant funding identified to fund this training might go unspent, and the opportunity to support our partners and families would be lost.

OTHER AGENCY INVOLVEMENT:

Toiyabe Indian Health Project and Northern Inyo Healthcare District

FINANCING:

Funds for this contract are coming from a recently approved CMSP grant that will be recognized revenue in the Health (045100) budget and fund balance that will be recognized revenue in the First 5 (643000) budget. Both budgets will be addressed during the mid-year process. This contract will be paid out of the Health budget from Professional Services (5265) object code.

ATTACHMENTS:

1. Inyo County HHS PSI contract 2020

APPROVALS:

Sharon Wilson	Created/Initiated - 1/3/2020
Darcy Ellis	Approved - 1/6/2020
Marilyn Mann	Approved - 1/7/2020
Meaghan McCamman	Approved - 1/7/2020
Melissa Best-Baker	Approved - 1/7/2020
Amy Shepherd	Approved - 1/8/2020
Marshall Rudolph	Final Approval - 1/8/2020

AGREEMENT BETWEEN COUNTY OF INYO

**AND Postpartum Support International
FOR THE PROVISION OF Perinatal Mood Disorders: Components of Care Curriculum SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Postpartum Training services of Postpartum Support International of Portland, Oregon (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from January 15, 2020 to April 15, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty Thousand Dollars

(\$ 30,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

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

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo	
<u>Health & Human Services</u>	Department
<u>163 May Street</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Postpartum Support International</u>	Name
<u>6706 SW 54th Avenue</u>	Address
<u>Portland, OR 97219</u>	City and State

24. ENTIRE AGREEMENT.

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

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Postpartum Support International
FOR THE PROVISION OF Perinatal Mood Disorders: Components of Care Curriculum **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: Wendy N Davis
Signature

Print or Type Name

Wendy N Davis

Print or Type Name

Dated: _____

Dated: 12/23/19

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 Postpartum Support International
FOR THE PROVISION OF Perinatal Mood Disorders: Components of Care Curriculum **SERVICES****

TERM:

FROM: 1/15/20 **TO:** 4/15/20

SCOPE OF WORK:

Responsibilities of Postpartum Support International:

1. Secure a venue for the training event.
2. Provide a registration website.
3. Provide a promotional flyer.
4. Register all persons.
5. Provide trainers to complete the two-day training event.
6. Supply training manuals and other materials used during the training event.
7. Present the Perinatal Mood Disorders: Components of Care curriculum.
8. Prepare and supply certificates of completion and continuing education certificates to eligible attendees.
9. Prepare a summary of evaluations, and supply a summary to Inyo County Health & Human Services.
10. Invoice Inyo County Health & Human Services within thirty days of completion of the training event.

All of the necessary travel costs, as well as the training location and supply costs, shall be covered in the price of the training course.

Tentative dates selected for the two day training are March 4 & 5, 2020.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Postpartum Support International
FOR THE PROVISION OF Perinatal Mood Disorders: Components of Care Curriculum SERVICES**

TERM:

FROM: 1/15/20 **TO:** 4/15/20

SCHEDULE OF FEES:

The total cost for the two day Perinatal Mood Disorder training varies slightly, with a base registration cost of \$375 per person, with a minimum of 75 attendees. PSI estimated the cost of delivering the training in Bishop, CA to be \$30,000.

Inyo County Health & Human Services (IC-HHS) would like to discount registration fees for any staff person attending who works in Inyo County, as IC-HHS has secured grant funding to cover the costs of the training. Postpartum Support International (PSI) recommends a minimum registration fee of \$50, as persons receiving full discounts tend to no-show, taking spots that could have been filled by others. PSI will set a required registration field of "county", and anyone selecting Inyo County will be charged a \$50 registration fee.

If the revenue generated through the PSI registration site is less than \$30,000, PSI will invoice IC-HHS for the difference ($\$30,000 - \text{revenue} = \text{total amount invoiced}$). If the revenue generated through the PSI registration site is greater than \$30,000 (or would have been had the discount recipients paid the full fee), PSI will invoice IC-HHS for the Inyo discounts provided ($\text{discount amount} \times \text{number of discounts} = \text{total amount invoiced}$).

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Postpartum Support International
FOR THE PROVISION OF Perinatal Mood Disorders: Components of Care Curriculum SERVICES**

TERM:

FROM: 1/15/20 **TO:** 4/15/20

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT: Amendment 1 to the agreement between Inyo County and ESA for the Bishop Airport Environmental Assessment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Environmental Science Associates of Sacramento, CA, for the Environmental Assessment and Initial Study of the Bishop Airport Part 139 Operating Certificate and the Amendment of United Airlines Operations Specifications, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On November 15, 2018, your Board approved the contract with Environmental Science Associates (ESA) for on-call Airport Environmental Services at the Inyo County Airports. The initial scope of work for the contract was to provide scoping services for the Environmental Assessment (EA) for the proposed airline service at the Bishop Airport. Amendment 1 to the contract will add the completion of the EA, pursuant to the National Environmental Policy Act (NEPA), and the Initial Study, pursuant to the California Environmental Quality Act (CEQA).

BACKGROUND/HISTORY OF BOARD ACTIONS:

November 15, 2018 Board approved contract with ESA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract amendment; this is not recommended, as it is necessary to complete these environmental documents in a timely manner.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

The cost associated with this amendment is \$402,672, which will be paid from Budget Unit 010201 (CAO-ACO), Object Code 5100 (Services & Supplies), and may be partially reimbursable at a future date by a grant from the FAA. The approved budget for Fiscal Year 19/20 included \$250,000 in this budget and object code, other expenses associated with this contract will be incurred in Fiscal Year 20/21.

ATTACHMENTS:

1. ESA Contract Amendment 1
2. ESA Contract

APPROVALS:

Ashley Helms	Created/Initiated - 12/19/2019
Darcy Ellis	Approved - 12/19/2019
Ashley Helms	Approved - 1/7/2020
Michael Errante	Approved - 1/7/2020
Marshall Rudolph	Approved - 1/7/2020
Denelle Carrington	Approved - 1/8/2020
Amy Shepherd	Approved - 1/8/2020
Michael Errante	Approved - 1/8/2020
Clint Quilter	Final Approval - 1/8/2020

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Environmental Science Associates (ESA) of Sacramento, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 11, 2018, on County of Inyo Standard Contract No. 161, for the term from November 11, 2018 to November 11, 2023.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and ten thousand, six hundred and fourteen (\$410,614). (hereinafter referred to as “contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Bishop Airport Environmental Assessment and Initial Study, as described Attachment A-1 to the contract.
3. Consultant’s fee for the scope of work described in Attachment A-1 to the contract shall be as described in Attachment B-1 to the contract.

The effective date of this amendment to the Agreement is 1/14/2020.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Environmental Science Associates
For
On-Call Airport Environmental Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2020.

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:

FROM: November 11, 2018 **TO:** November 11, 2023

The scope of work described in the original contract, dated November 11, 2018, is revised to include the additional tasks required to complete the Environmental Assessment, pursuant to the National Environmental Policy Act, and the Initial Study, pursuant to the California Environmental Quality Act. The scope of services will be in general accordance with the Consultant's proposal titled *Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport*, dated December 26, 2019, included herein.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

December 26, 2019

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Proposal to Conduct National Environmental Policy Act and California Environmental Quality Act Reviews for Proposed Airline Service at Bishop Airport

Dear Ms. Helms:

Thank you for contacting ESA to submit a proposal to conduct National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) reviews of proposed airline service at Bishop Airport (Proposed Project). Our efforts to deliver the services described in this proposed scope of work will be led by Autumn Ward as Project Manager. In this capacity, Autumn will provide day-to-day contact with Inyo County Public Works staff (County), oversee the contract, ensure the accuracy and quality of all technical documentation, and verify that the County's needs are met. Autumn will be supported by Project Director Steven Alverson, Deputy Project Manager Chris Jones, and ESA technical staff, including highly experienced environmental technical specialists. Our scope of work is provided below, and our detailed cost estimate is attached.

Project Understanding and NEPA and CEQA Context

The County plans to initiate commercial airline service Bishop Airport (referred to hereafter as BIH or the Airport). Based on our recent meetings and discussions with County and Federal Aviation Administration (FAA) staff, the Proposed Project comprises the following elements:

- Amendments to the Operations Specifications for:
 - United Airlines (United Express), assumed to be the CRJ700, to allow scheduled commercial air service to BIH; and
- Issuance of a Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 Code of Federal Regulations (CFR) Part 139.

Approval and implementation of the Proposed Project requires one or more actions by the FAA. These "federal actions" require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*, and FAA Order 8900.1, Change 489, *Flight Standards Information Management System*. The NEPA environmental analysis and documentation for the Proposed Project will be accomplished in the form of an Environmental Assessment (EA).

The Proposed Project is also subject to discretionary review and approval by Inyo County. Accordingly, on the State level, the Proposed Project will require environmental review and documentation under CEQA. To satisfy CEQA requirements, it is assumed that an Initial Study and Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND) will be prepared.

This scope of work sets forth the work efforts required by ESA to prepare the EA and CEQA documentation.



Ms. Ashley Helms
December 26, 2019
Page 2

Scope of Work

TASK 1: MOBILIZATION AND EARLY COORDINATION

This task consists of work efforts required to initiate and mobilize the project and to conduct early coordination with key federal, state, and local agencies.

1.1 Finalize Project Description

With input from the County, the County's consulting engineer, and the FAA, ESA will finalize the description of the Proposed Project to establish the actions for which environmental impacts will be assessed in the EA. This description will include a detailed description of the Proposed Project and No-Action Alternative. The project description will include relevant information from the aircraft activity forecast under review by the FAA and the transportation plan being prepared by the County and Mammoth Lakes Tourism.

Preparation of the project description will also include delineation of a general study area for the Proposed Project. Specialized study areas will also be developed based on special purpose laws and other regulatory requirements. These specialized study areas will include an Area of Potential Effects (APE) to support the Proposed Project's compliance with Section 106 of the National Historic Preservation Act (NHPA) and an impact area for Biological Resources for the Proposed Project's compliance with the federal Endangered Species Act.

1.2 Early Agency Coordination

In coordination with the County and the FAA, ESA will refine the description of the Proposed Project and participate in a teleconference with the County and FAA staff to confirm the scope of the NEPA document and identify any potential cooperating agencies and/or agencies that should be consulted during the EA process. Based on our previous experience in the County, ESA anticipates that one or more Native American tribes may have interest in the project and will wish to consult with the FAA pursuant to Section 106 regarding potential project effects to properties of religious and/or cultural significance.

NEPA ENVIRONMENTAL ASSESSMENT

TASK 2: SCOPING

2.1 Scoping

ESA will support the County in the scoping process for the EA. ESA will assist the County in drafting scoping letters to be delivered by the County to the relevant public agencies. It is understood that the County will conduct and manage the scoping meeting; however, ESA will offer support to the County in this task in the form of technical support and preparation of presentations, handouts, and other workshop materials. Attendance of one (1) ESA staff member at two scoping meetings is included.

TASK 3: EA INTRODUCTION, PURPOSE AND NEED STATEMENT, AND ALTERNATIVES

3.1 EA Introduction

ESA will prepare a concise introductory section that incorporates the description of the Proposed Project, a brief overview of BIH, a summary of current activity at BIH, and an overview of the EA process. The introduction along with the Purpose and Need Statement will be incorporated into the first chapter of the EA.

3.2 Purpose and Need Statement



Ms. Ashley Helms
December 26, 2019
Page 3

The purpose of and need for the Proposed Project will be concisely described in this task. The FAA's statutory purpose and need will be included and federal actions required by the FAA will be identified. The Purpose and Need Statement will also include the description of the Proposed Project developed under Task 1.1 above.

3.3 Alternatives Identification and Evaluation

For the purposes of this scope of work, alternatives that will be evaluated in the EA will include the Proposed Project and the No-Action Alternative. Each alternative retained will be concisely compared in narrative, tabular, and graphic form. The evaluation and screening process will state the reasons for either eliminating an alternative or retaining an alternative for further evaluation in the EA. If other alternatives that meet both the purpose and need for the project are retained, the evaluation of these additional alternatives, ESA would evaluate the alternatives as an additional service. Should the evaluation of additional alternatives be required, ESA will prepare a brief scope of work and cost estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

TASK 4: AFFECTED ENVIRONMENT

This task involves data collection and field investigations necessary to identify and concisely describe existing physical and environmental conditions from which environmental impacts of the project will be compared.

Resources Not Affected

ESA will identify those environmental resources that would not be affected by the Proposed Project and would not be subject to detailed examination of existing conditions and impacts. Although subject to change, the resources listed below are not expected to be affected by the Proposed Project or the No-Action Alternative at this time. A brief statement explaining why each resource category was excluded from review will be provided.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (limited to the Archaeological Resources subcategory)
- Water Resources (limited to the Wild and Scenic Rivers subcategories)

4.1 General Study Area and Base Maps

In coordination with the County and the FAA, ESA will develop a general study area boundary and base mapping for the description of the affected environment and the detailed analysis of environmental impacts associated with the Proposed Project and the No-Action Alternative.

To prepare EA base maps, ESA anticipates it will have access to Airport Layout Plan/Proposed Project CAD and GIS files. ESA also assumes that suitable aerial imagery, current land use data, and mapping information (GIS data) contained in the technical studies necessary to describe and depict the affected environment would be available from the County, its other subconsultants, and/or public agencies at no cost. Aircraft procedure plates will also be used to help delineate the general study area.

4.2 Description of the Affected Environment

To describe existing conditions, ESA will document and describe the resources and conditions listed below. This task will require research, coordination with agencies, and data acquisition.

Each resource category listed in FAA Order 1050.1F will be reviewed and considered. Those resource categories that are determined not to be present or would have no impact, would be briefly discussed at the beginning of this section of the



Ms. Ashley Helms
December 26, 2019
Page 4

EA. No further analysis of these resources would be made in the EA. At this time, it is anticipated that the following resource categories would not be present and/or not be applicable: Coastal Resources, Farmlands, and Water Resources (Wild and Scenic Rivers subcategory).

4.2.1 Air Quality

4.2.1.1 Data Collection and Attainment Status

This task will involve collecting data necessary to identify and describe existing air quality conditions. This will include a brief discussion of applicable air quality standards; the area's National Ambient Air Quality Standards (NAAQS) attainment status; and any relevant information provided by air quality regulators (e.g., the Great Basin Unified Air Pollution Control District). This task will involve collecting data necessary to identify and describe baseline air quality conditions, including a summary of reasonably available air monitoring data representative of conditions at BIH. Any monitoring data collected will be included in an appendix to the EA.

It is understood that BIH is not located in any areas classified as being in nonattainment for the NAAQS. It is understood that Inyo County is in nonattainment of the California Ambient Air Quality Standards (CAAQS) for ozone (O₃) and PM₁₀. However, the federal action is not subject to a General Conformity analysis and potential conformity determination for ozone precursors Volatile Organic Compounds (VOCs) and oxides of nitrogen (NO_x), particulate matter, and carbon monoxide is not required.

4.2.1.2 Emissions Inventory

Based on project information provided by the County, an existing conditions air emissions inventory for BIH will be prepared using the current FAA-approved version of the Aviation Environmental Design Tool (AEDT [AEDT 3b at the time of preparation of this scope of work]) for aircraft and ground support equipment (GSE) operations, and CalEEMod or other FAA-approved calculation methods for stationary and mobile emissions sources. Consistent with FAA guidance, ESA will estimate annual emissions for criteria air pollutants from aircraft operations and stationary sources routinely associated with the activities associated with the proposed aircraft operations.

4.2.2 Biological Resources

Habitat, wildlife, and federal and state listed species in the general study area will be concisely described based on the previously completed biological field survey and additional analysis to determine whether other federally-listed threatened or endangered species occur within the GSA, under this task.

4.2.3 Climate

In conjunction with Task 4.2.1, *Air Quality*, ESA will estimate greenhouse gas (GHG) emissions for the existing conditions study year. ESA will also summarize applicable state and/or local plans and objectives related to climate change and GHGs.

4.2.4 Department of Transportation (DOT) Act: Section 4(f) Resources

Section 4(f) refers to the original section within the U.S. Department of Transportation Act of 1966 which provided for consideration of park and recreation lands, wildlife and waterfowl refuges, and historic sites during transportation project development. ESA will identify Section 4(f) resources (if any) in the general study area that are subject to the protective provisions of the DOT Act (as amended). ESA will briefly describe each resource and provide a table with existing aircraft noise levels at each resource located within the Community Noise Equivalent Level (CNEL) 65 contour. The analysis will take into account existing flights to and from Mammoth Yosemite Airport (MMH).



Ms. Ashley Helms
December 26, 2019
Page 5

4.2.5 Hazardous Materials, Solid Waste, and Pollution Prevention

ESA will review online databases to identify known areas of contamination or areas having environmental concerns on or adjacent to the Airport. This may include, but not necessarily be limited to, reasonably available environmental site assessments conducted previously at BIH; information related to any known surface water, groundwater, or soil contamination at BIH; and information related to remediation programs at BIH. For this task, ESA will not conduct any media sampling or analysis, interviews, or other specialized studies. ESA will summarize information gathered and depict the reported location of known environmental conditions on-Airport. ESA will also document the location of landfills and waste handling facilities in the vicinity of BIH. This scope of work does not include ESA conducting waste audits or other specialized waste studies.

4.2.6 Historical, Architectural, and Cultural Resources

ESA will delineate and describe the APE, identify and discuss the location of previously recorded resources on and in the vicinity of BIH through a records search at the Eastern Information Center of the California Historical Resources Information System at University of California Riverside, and identify each resource listed or eligible for listing in the National Register of Historic Places (NRHP). ESA will assist the FAA in coordinating Section 106 consultation with the State Historic Preservation Officer (SHPO), Native American communities, and, if applicable, Tribal Historic Preservation Officer(s) (THPOs).

4.2.7 Land Use

ESA will summarize the relevant portions of planning documents applicable to BIH and the Proposed Project, including the Inyo County General Plan and Zoning Ordinance.

4.2.8 Natural Resources and Energy Supply

ESA will identify the suppliers of energy resources in the area (e.g., electric, water, sewer, fuel), briefly note if there are any known shortages of common building materials in the area, or if there are unique resources located in the general study area.

4.2.9 Noise and Noise-Compatible Land Use

4.2.9.1 Noise Contour Development

Using the latest version of AEDT, ESA will prepare noise contours for the existing conditions study year. ESA will use AEDT model inputs and settings to reflect the aircraft operational information and the noise modeling assumptions will be documented in an aircraft noise technical report that will be included as an appendix to the EA.

This task includes the generation of existing condition contours at CNEL 65, 70, and 75 dB. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites, Section 4(f) resources, and National Register properties (if any) within the general study area.

4.2.9.2 Noise Exposure Estimates

ESA will calculate the types and amount of land uses within the existing condition CNEL 65 and higher contours. The number of housing units and population within the existing condition CNEL 65 and higher contours will also be estimated using information obtained from local governments and the U.S. Census Bureau. A grid point analysis will be prepared to identify existing condition aircraft CNEL values at noise sensitive sites, Section 4(f) resources, and National Register properties (if any) located within the general study area.



Ms. Ashley Helms
December 26, 2019
Page 6

4.2.10 Socioeconomics, Environmental Justice, and Children’s Environmental Health and Safety Risks

ESA will describe relevant social, economic, and demographic characteristics in the general study area and the County. Using U.S. Census Bureau, state, and local data, ESA will briefly describe economic activity and median household income, employment, population, housing, race and ethnicity characteristics, and poverty levels.

As part of the Socioeconomics analysis the transportation study that will be prepared by the County’s consultant will be used to assess existing traffic conditions, including current traffic patterns, and the level of service (LOS) on nearby roads.

4.2.11 Visual Effects

ESA will describe the current visual landscape on and around the Airport. In addition, the potential for the intrusion of existing aircraft light emissions into nearby light-sensitive areas will be evaluated.

4.2.12 Water Resources

Surface waters, groundwater, drinking water/wastewater infrastructure in the general study area will be summarily characterized using reasonably available reports and data sets. The location of waterbodies will be depicted on the project base map, and the waterbodies will be characterized in terms of regulatory status (e.g., impaired waterbodies). ESA will also review and describe any regulatory floodplains within the general study area, should they exist.

TASK 5: ENVIRONMENTAL CONSEQUENCES

This task involves the technical analyses of the direct and indirect environmental effects of the Proposed Project and the No-Action Alternative for the specific impact categories listed in the FAA’s 1050.1F Desk Reference. Where applicable, this section will also discuss conceptual mitigation measures that may be required to reduce adverse or potentially significant impacts.

Resources Not Affected

As noted above, the resources listed below are not, at this time, expected to be affected by the Proposed Project or the No-Action Alternative.

- Coastal Resources
- Farmlands
- Historical, Architectural, Archaeological, and Cultural Resources (Archaeological Resources subcategory)
- Water Resources (Wild and Scenic Rivers subcategory)

Study Years and Analysis of Impacts

The analysis of potential environmental impacts will be conducted by comparing the Proposed Project to the No-Action Alternative in two future study years: the first full year of operation and year 2028 conditions.

5.1 Air Quality

5.1.1 Operational Emissions

Using the current FAA-approved version of AEDT (AEDT 3b), ESA will estimate annual emissions for criteria air pollutants from aircraft and GSE. As an increase in surface transportation between the Airport and Mammoth would be anticipated as a result of the introduction of commercial aircraft service, emissions from surface transportation will need to be assessed. Using CalEEMod or other FAA-approved calculation methods, ESA will estimate annual emissions from stationary and mobile sources routinely associated with Airport activities for the No-Action Alternative and the Proposed Project for both future EA study years.



Ms. Ashley Helms
December 26, 2019
Page 7

5.2 Biological Resources

5.2.1 Biotic Communities

Based on data and information developed in Task 4, potential impacts to habitat and vegetative communities will be quantified. Impacts to wildlife will be evaluated qualitatively.

5.2.2 Threatened and Endangered Species

The effect of the Proposed Project and No-Action Alternative on federal and state-listed plants and animals and their habitats will be evaluated in this task. Using information collected in Task 4, an assessment of the potential use of the general study area by state- and federally-listed species and the potential impacts to these species as a result of each alternative will be undertaken. Due to the distance of BIH from coastal and estuarine resources, the assessment of impacts on marine species and essential fish habitat is not anticipated.

5.3 Climate

Using data developed in Task 5.1, ESA will estimate GHG emissions (carbon dioxide equivalents or CO²e) and assess the potential effects of the Proposed Project and the No-Action Alternative on climate change. The implications of climate change for the environmental effects of the Proposed Project and the No-Action Alternative, as well as measures that may offset GHG emissions, will be discussed qualitatively.

5.4 Section 4(F) Resources

Because the Proposed Project would not include any construction activity, direct impacts to Section 4(f) resources are not anticipated. ESA will verify and document the anticipated lack of direct impacts in a concise statement in the EA. Indirect impacts, typically associated with impacts associated with other categories such as noise, will be evaluated qualitatively. The need for the preparation and coordination of a formal Section 4(f) Statement is not anticipated.

5.5 Hazardous Materials

Existing site conditions and the potential to introduce new hazardous materials and pollutants will be assessed to determine what effects or environmental concerns, if any, would be generated by the operation of the Proposed Project or the No-Action Alternative. The assessment will qualitatively assess:

- Potential involvement with any currently unidentified sites within or immediately adjacent to the general study area.
- The storage and use of hazardous materials and petroleum-based products during the normal operation of the Proposed Project.
- A review of existing and available Best Management Practices, spill prevention plans, pollution prevention plans, and similar policies in place at BIH or commonly-accepted practices available for implementation.

This scope of work does not include any subsurface investigation, soil and/or water sampling and testing, extensive research/investigations, or specialized studies.

5.6 Historic and Cultural Resources

ESA will evaluate whether the Proposed Project and the No-Action Alternative would result in adverse effects to *Historic Properties* as defined under Section 106 of the National Historic Preservation Act and its implementing regulations at 36 CFR Part 800. Adverse direct effects on historic and cultural resources are not anticipated. Therefore, the need to develop complex mitigation plans and/or provide technical support related to the preparation of a Memorandum of Agreement is not anticipated and are not included in this scope of work. ESA can provide the aforementioned services if needed as an additional service. Should these services be required, ESA will prepare a brief scope of work and cost



Ms. Ashley Helms
December 26, 2019
Page 8

estimate. ESA will initiate the additional work upon written direction from the County and receipt of a fully executed contract amendment.

5.7 Land Use

In addition to the impacts of noise on land use compatibility, ESA will evaluate existing and planned land uses that may be affected by the Proposed Project. In addition, the presence of any of land uses that could have an adverse effect on safe aircraft operations within the distances referenced by FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or Near Airports*, shall be disclosed. ESA will discuss whether or not the Proposed Project would be inconsistent with approved state and/or local plans and laws.

5.8 Natural Resources and Energy Supply

The impacts of the Proposed Project will be assessed in regard to energy supplies and natural resources. This includes the Proposed Project's use of energy and the ability of local energy providers to meet the demand.

5.9 Noise and Noise-Compatible Land Use

5.9.1 Noise Contour Development

ESA will update the AEDT model inputs to account for new scheduled commercial air service to BIH. CNEL 65, 70, and 75 contours for the Proposed Project for the 2021 and 2028 future year conditions will be developed using the approved aviation forecast and the latest version of the FAA's AEDT model. This task includes developing CNEL contours for the No-Action Alternative using the Airports' existing configuration and baseline forecast. It is anticipated that aircraft substitutions will not be required for the development of the noise contours. Standard aircraft profiles are expected to be employed. This task does not include the use of supplemental metrics.

ESA will review and update information, inputs, assumptions, and assumptions used to develop the No-Action Alternative and Proposed Project CNEL contours. This process would consider potential changes to aircraft fleet mix, runway use patterns, flight paths and profiles, day/night splits, stage lengths, instrument approach procedures, NAVAIDs, and proposed major Airport airfield projects. The information, data, and assumptions used to develop the contours will be documented in the noise technical report included as an EA appendix.

5.9.2 Noise Impact Assessment

ESA will calculate the types and amount of land uses within the No-Action Alternative and the Proposed Project CNEL 65 and higher noise contours for both future study years. The number of housing units and population within each CNEL 65 and higher contour will be estimated using information obtained from local governments and the U.S. Census Bureau. In addition, a grid (location) point analysis will be conducted for noise sensitive sites within the general study area. The change in aircraft CNEL values at each location will be tabulated.

As defined FAA Order 1050.1F, a significant noise impact occurs when a noise sensitive area within (or newly within) the CNEL 65 contour would experience an increase of 1.5 CNEL or more. If the noise analysis indicates significant noise impacts would occur, measures available to mitigate the impacts will be discussed. If significant noise impacts would occur, an analysis will be undertaken to identify, for disclosure purposes only, noise sensitive sites that would experience an increase of 3 dB CNEL within the CNEL 60 contour (but below CNEL 65). Increases of 3 dB CNEL over noise sensitive land uses will be reported in the EA, but are not considered to be a significant impact under NEPA and do not require mitigation.



5.10 Socioeconomic Impacts, Environmental Justice, and Children’s Environmental Health and Safety Risks

5.10.1 Socioeconomics

For the assessment of socioeconomic impacts, ESA will evaluate the topics listed below. The assessment will be conducted using reasonably available information from public agencies and information provided by the County (e.g., number of new jobs at BIH). The use of specialized studies and economic models are not anticipated.

- The potential for residential and business relocations, including the number and type of relocations, neighborhood impacts, and adequate relocation housing.
- The reduction or increase in economic activity.
- Effect on employment (unemployment rates, commuter patterns, and labor force).
- Effect on income and potential to change existing conditions.
- Population, including shifts in population.
- Housing, including availability and change in demand for housing.
- Public Services, including availability and change in demand.
- Social conditions, including effect on community cohesion and religious institutions (to the extent practicable).

Based on the transportation study for the Proposed Project that will be prepared by the County’s consultant, an assessment of traffic impacts will be included to determine if the Proposed Project and the No-Action Alternative would result in a change in traffic patterns, fleet mix, and volumes that would reduce the level of service (LOS) on nearby roads to unacceptable levels.

5.10.2 Environmental Justice

Impacts of the Proposed Project and the No-Action Alternative will be assessed with regard to compliance with Federal Environmental Justice guidelines (Executive Order 12898) to determine if there would be a disproportionate adverse impact to minority and low-income populations as a result of implementation of the Proposed Project, and to quantify these impacts should they occur. GIS, census, and local parcel data will be queried to determine minority or low-income populations that may experience a disproportionately high and adverse environmental effect under each environmental resource category. For reportable impacts, an average number of persons per census tract (or other unit) will be calculated and disclosed.

5.10.3 Children’s Environmental Health and Safety Risks

Impacts of the Proposed Project and the No-Action Alternative will be assessed qualitatively with regard to any increased risk related to children’s environmental health and safety. Detailed analysis and the preparation of health effects studies are not included in this scope of work.

5.11 Visual Effects

The potential for visual impacts arising from the intrusion of aircraft light emissions into nearby light-sensitive areas will be assessed. If substantial impacts are expected to occur, conceptual mitigation measures will be discussed.

5.12 Water Resources

The effects of the Proposed Project and the No-Action Alternative on stormwater, wetlands, floodplains, groundwater, drinking water supplies, and wastewater during the operation of the Proposed Project will be evaluated in this task.

5.13.1 Wetlands

Potential impacts to jurisdictional and non-jurisdictional wetlands (if any) will be discussed and documented. ESA will assess the potential significance of the impacts using the criteria outlined in FAA guidance documents.



Ms. Ashley Helms
December 26, 2019
Page 10

5.13.2 Surface Waters and Ground Water

Applicable state or local water quality regulations and the Airport's current storm water management plan will be discussed. In particular, the potential to exceed or not exceed applicable water quality standards for surface waters and groundwater will be evaluated. Potential water quality impacts associated with the operation of the Proposed Project will be assessed and potential mitigation measures will be discussed.

5.13.3 Water Supply

ESA will identify potential increases in water demand and wastewater treatment at BIH if the Proposed Project is implemented.

5.14 Cumulative Impacts / Other Considerations

The cumulative impacts of recent and reasonably foreseeable future improvements at BIH, when considered in conjunction with other major existing or planned projects within the general study area, will be qualitatively discussed in this task. This discussion will be limited to those major development actions that could potentially have a social/environmental effect on lands within the general study area. A qualitative discussion of the potential consequences of cumulative actions will be provided in narrative and comparative table formats. The County will be responsible for providing information on past, present, and reasonably foreseeable actions.

TASK 6: DRAFT EA

ESA will be responsible for preparing, printing, and distributing the Preliminary Draft EA and Draft EA documents.

6.1 Preliminary Draft EA

ESA will prepare a Preliminary Draft EA (PDEA) for County and FAA review. This task includes technical writing, document editing and formatting, word processing, graphics preparation, and internal quality assurance reviews. ESA will prepare two electronic copies (Microsoft Word and PDF format with incorporated figures) of the PDEA Version 1 for the County's initial review and comment. ESA will address the County's initial review comments and prepare PDEA Version 2 for FAA review. Two electronic copy copies of PDEA Version 2 (Microsoft Word and PDF format with incorporated figures) will be produced and distributed. Distribution will be made electronically via ESA's Deliverit file sharing website. Delivery of PDF copies on USB flash drive is optional. ESA anticipates hosting and participating in one web-based meeting with the County and FAA to discuss comments on PDEA Version 2.

6.2 Draft EA

County and FAA comments on the PDEA will be incorporated into a Draft EA document. The Draft EA will be submitted to the County and the FAA for review of edits and revisions made to the PDEA. One PDF copy produced.

Upon receiving County and FAA approval to make the Draft EA available to the public and agencies for review, ESA will print up to eight copies of the Draft EA document for the County, FAA, and distribution at a local public library. ESA will also produce an electronic copy of the Draft EA in PDF format for posting on the County's website and up to 12 CD-ROMs or USB Flash drives containing the Draft EA for distribution to select federal, state, and local agencies.

6.3 Agency / Public Coordination of Draft EA

ESA will prepare a Notice of Availability and Public Hearing Notice for FAA review and approval. ESA will place the Notice in the legal section of one local newspaper for one day. The County will be responsible for placing the Notice (and Draft EA) and on the County's website. ESA will prepare a Draft EA distribution letter and send a copy of the Draft EA document to the local library for public review and to the selected agencies. ESA anticipates that the EA will be produced only in English.



Ms. Ashley Helms
December 26, 2019
Page 11

This scope of work anticipates that one Public Information Workshop and/or a formal Public Hearing will be required for the Proposed Project's NEPA approval. The Public Information Workshop and/or formal Public Hearing will be held in Bishop; however, a second Public Information Workshop can be held in Mammoth as an optional task. ESA will coordinate, prepare for, and participate in one combined Public Information Workshop/Public Hearing. Up to four members of ESA will attend the Public Information Workshop/Public Hearing. Meeting materials, including handouts, comment forms, and up to twenty-five (25) boards will be prepared for the Workshop/Hearing. Additionally, a court reporter will be present for the entire duration of the Workshop/Hearing. ESA can add preparation and participation in additional hearings as needed in a supplemental cost estimate. ESA assumes the County would arrange for and cover the costs of the space where the Workshop/Hearing will be held.

6.4 Draft EA Comment Analysis and Response

ESA will compile comments received during the agency and public review process. The comments and responses will be organized into a format to be included within an appendix to the Final EA. ESA will prepare draft responses to all summarized comments. At this time, it is difficult to estimate the potential number and complexity of agency and public comments that will be received on the Draft EA. However, for the purpose of developing a fee estimate, ESA has assumed that up to 20 short (up to two pages) comment letters will be received. If lengthy comment letters from attorneys, agencies, and/or more than 20 comment letters are received, ESA will request additional compensation to prepare the response to comments. ESA will prepare the additional response to comments upon written direction from the County and receipt of a fully executed contract amendment.

TASK 7: FINAL EA REPORT PREPARATION

7.1 Preliminary Final EA

ESA will prepare the Preliminary Final EA (PFEA) for County and FAA review. The PFEA will contain necessary revisions based on comments received and document the public and agency review process. Two electronic copies of the PFEA will be produced (Microsoft Word and PDF format with incorporated figures). Distribution to the County and FAA for review and comment will be made electronically via ESA's Deliverit file sharing website.

7.2 Final EA

County and FAA comments on the PFEA will be incorporated into the Final EA document. Up to eight copies of the Final EA will be printed for County, FAA, and ESA records. ESA will also provide up to ten (10) CD-ROMs or USB flash drives containing a PDF copy of the Final EA.

CEQA DOCUMENTATION

TASK 8: CEQA Documentation

8.1 Review of Environmental Resource Categories

ESA will review all of the environmental resource categories listed in Appendix G of the CEQA Guidelines and describe the potential effects, if any, of the Proposed Project on those resources. Technical reports and analyses prepared under Task 4, and 5 of this scope of work will be used to inform this analysis.

8.2 Administrative Draft Initial Study

ESA will prepare an Administrative Draft Initial Study for the Proposed Project. ESA will submit one (1) electronic copy (Microsoft Word and PDF format with incorporated figures) of the Administrative Draft Initial Study to the County for review and comment. Delivery will be made electronically via ESA's Deliverit file sharing website. o Up to two (2) ESA staff members will participate in a two (2) hour meeting with County staff to discuss the Initial Study findings and to identify the appropriate CEQA documentation (e.g., Negative Declaration [ND], Mitigated Negative Declaration [MND], or



Ms. Ashley Helms
December 26, 2019
Page 12

categorical exemption [CatEx]). For purposes of this scope of work, it is anticipated that either a Negative Declaration or Mitigated Negative Declaration will be the appropriate CEQA document for this project.

8.3 Public Draft Initial Study

ESA will incorporate requested revisions into the Administrative Draft Initial Study upon receipt of one consolidated set of comments from the County. ESA will assume receipt of a consolidated set of comments from the County within a reasonable period of time to be agreed upon when developing the project schedule. ESA will prepare one (1) electronic copy and five (5) hard copies of the Public Draft Initial Study.

8.4 Administrative Draft CEQA Document

ESA will prepare an Administrative Draft CEQA Document that meets or surpasses the requirements of CEQA Guidelines Section 15063. ESA will provide a thorough discussion of the environmental setting in which the Airport is located, and a more detailed discussion of the specific land uses within the general study area.

ESA will submit one (1) electronic screen check version of the CEQA Document for review by the County. Once the County has completed their review of the screen check version of the Administrative Draft CEQA Document, ESA will incorporate any requested revisions and submit one (1) electronic version of the final document.

8.5 Public Draft CEQA Document

ESA will prepare a Public Draft CEQA Document and provide the County with one (1) electronic copy of the Public Draft CEQA document to the County for public distribution. ESA will be responsible for delivering fifteen (15) electronic copies on CD-ROM or USB flash drive of the Public Draft IS/ND or IS/MND, fifteen (15) summary forms, and a completed Notice of Completion (NOC) to the State Clearinghouse.

As part of this submittal, ESA will prepare a draft letter to the California Department of Fish and Wildlife (CDFW) regarding the CDFW CEQA filing fee for review and approval by the County. The County will be responsible for submitting the letter to CDFW prior to adoption of the ND or MND so the appropriate CDFW filing fee can be submitted with the Notice of Determination that will be filed with the Inyo County Clerk.

8.6 Response to Comments

ESA will create a matrix of comments received from agencies and the public on the Draft IS/ND or IS/MND along with corresponding responses. ESA will prepare one (1) electronic consolidated copy of written responses to agency and public comments on the CEQA document.

8.7 Final CEQA Document and Approval Documents

Following a 30-day public review period for the Public Draft CEQA Document, ESA will revise the body of the IS/ND to address any substantive comments received or make necessary corrections. This task assumes that no new analysis will be required to prepare the final CEQA Document. ESA will submit one (1) electronic copy of the final draft CEQA Document to the County for review and comment. Comments received from the County shall be incorporated into the final CEQA Document, which will then be prepared for final distribution to the County for approval and adoption. The ESA Team will submit nine (9) hard copies of the Final CEQA document and one (1) electronic ADA compliant PDF copy of the Final CEQA document.

TASK 9: PROJECT MANAGEMENT - NEPA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the NEPA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and FAA and regular status update calls, project



Ms. Ashley Helms
December 26, 2019
Page 13

management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

In addition to meetings and work described above, we have included budget for the ESA Project Manager and up to one additional staff member to attend two project-related business meetings/briefings in Inyo County during the course of the EA study.

TASK 10: PROJECT MANAGEMENT - CEQA

This task involves the administrative and managerial activities necessary for ESA to implement and oversee the CEQA portion of the project. It includes the routine coordination and management of the project team, preparation of monthly invoices and project progress reports, coordination with the County and regular status update calls, project management plan preparation and updates, and project closeout procedures. ESA shall submit monthly written progress reports to the County with its invoice.

Schedule

ESA understands the schedule, and NEPA approval in particular, is critical to the project. Accordingly, ESA will undertake its best effort and apply the appropriate resources to move the NEPA process forward as quickly as possible. ESA cannot be responsible for schedule delays caused by the County or the FAA or that result from revelations during the technical analyses that increase the level of technical analysis required, mitigation required, or public outreach process as required by the FAA.

Budget

ESA estimates that the cost to undertake the proposed scope of work described herein and shown in the detailed cost estimate, attached. To the extent that additional tasks are required, directed, and authorized by the County, ESA will prepare an amended cost estimate for County approval prior to conducting any work outside this scope of work.

If you have any questions about our proposal or approach, please feel free to contact Autumn Ward at (813) 207-7212 or at AWard@esassoc.com.

Sincerely,

A handwritten signature in black ink that reads "Autumn Ward". The signature is fluid and cursive, with the first and last names clearly legible.

Autumn Ward, CM, ENV SP
Project Manager

A handwritten signature in black ink that reads "Steven R. Alverson". The signature is highly stylized and cursive, with a long horizontal line extending from the end.

Steven R. Alverson
Project Director

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Environmental Science Associates
FOR THE PROVISION OF ON-CALL AIRPORT ENVIRONMENTAL SERVICES**

TERM:
FROM: November 11, 2018 **TO:** November 11, 2023

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A-1 shall be at the rates shown in schedule of fees titled *ESA Cost Breakdown*, dated 12/27/2019.

The cost for this amendment increases the not to exceed amount by \$402,672, to \$410, 614.

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

ESA Cost Breakdown

Date 12/27/2019

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Fully Burdened Rate	Total
Senior Director III	Michael Arnold	\$86.54-\$131.25	28	\$ 93.75	\$ 308.51	\$ 8,638.31
Senior Director III	Steven Alverson	\$86.54-\$131.25	149	\$ 96.15	\$ 316.42	\$ 47,146.69
Managing Associate II	Autumn Ward	\$43.27-\$51.44	256	\$ 53.65	\$ 176.56	\$ 45,200.23
Managing Associate II	Steven Smith	\$43.27-\$51.44	302	\$ 50.00	\$ 164.54	\$ 49,690.64
Managing Associate III	Chris Jones	\$51.73-\$65.00	497	\$ 66.83	\$ 219.91	\$ 109,296.71
Director III	Heidi Rous	\$64.42-\$96.15	28	\$ 91.39	\$ 300.76	\$ 8,421.23
Managing Associate II	Joza Burnam	\$43.27-\$51.44	132	\$ 47.12	\$ 155.05	\$ 20,466.11
Managing Associate II	Susumu Shirayama	\$43.27-\$51.44	116	\$ 52.10	\$ 171.44	\$ 19,886.69
Senior Associate II	Sean Burlingame	\$35.00-\$41.33	92	\$ 41.49	\$ 136.54	\$ 12,561.25
Managing Associate III	Chris Sequeira	\$51.73-\$65.00	104	\$ 58.89	\$ 193.81	\$ 20,156.04
Senior Associate II	Johanna Kahn	\$35.00-\$41.33	28	\$ 36.42	\$ 119.84	\$ 3,355.64
Associate II	Joseph Sanders	\$25.96-\$31.49	32	\$ 27.64	\$ 90.97	\$ 2,911.09
Associate III	Eryn Pimentel	\$31.74-\$35.67	64	\$ 39.04	\$ 128.47	\$ 8,221.88
Project Technician III	James Songco	\$36.54-\$44.23	40	\$ 40.14	\$ 132.11	\$ 5,284.24
Project Technician II	Kristine Olsen	\$24.96-\$36.59	130	\$ 36.54	\$ 120.26	\$ 15,633.52
Associate I	Phoebe Weiman	\$20.00-\$25.74	140	\$ 24.04	\$ 79.11	\$ 11,074.73

2,138

Total

\$387,945

FRINGE BENEFITS

Rate
49.87%

INDIRECT COSTS

Overhead and G&A

Rate
143.95%

FEE EXPENSES

Rate
12%

\$14,727

TOTAL COST

\$402,672

In the Rooms of the Board of Supervisors

County of Inyo, State of California

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

*Public Works –
Environmental
Science Associates
Contract*

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

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



CLINT G. QUILTER
Clerk of the Board of Supervisors

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

By: _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: NOV 13 2018

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

DEPARTMENTAL RECOMMENDATIONS:

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

CAO RECOMMENDATION:

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

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

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

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

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

OTHER AGENCY INVOLVEMENT:

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

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

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

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

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

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

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

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

Option 2 – On-Call Contracts

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

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

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

3. CONSIDERATION

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Public Works Department. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed eight thousand one hundred and fifty five \$ 8,155 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

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

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

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

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

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

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

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

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

33. CONFLICTS

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

34. POST AGREEMENT COVENANT

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

35. SEVERABILITY

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

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. AMENDMENT

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

38. NOTICE

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

County of Inyo:

<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:

<u>Environmental Science Associates</u>	Name
<u>2600 Capitol Avenue, Suite 200</u>	Address
<u>Sacramento, CA 95816</u>	City and State

39. ENTIRE AGREEMENT

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

---o0o---

AGREEMENT BETWEEN COUNTY OF INYO


AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: 
Signature
DAN TOTHERON
Print or Type Name

By: _____
Signature

Print or Type Name


Dated: 11-20-18

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Print or Type Name

Dated: _____

By: _____



Signature

Steven R. Albrecht

Print or Type Name

Dated: 11/14/18

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCOPE OF WORK:

The initial work included in this on-call contract for Airport Environmental Services shall include scoping services for the National Environmental Protection Act (NEPA) compliance for proposed airline service and related capital improvement projects at the Bishop Airport. This scope is described in greater detail in the attached proposal, dated 11/07/2018.

The hourly rates, other direct costs and fees paid by the County for these services will be those shown in Attachment B to the contract, Schedule of Fees. Any increases to the Not-to-Exceed amount will be effective only by written Amendment to the contract, approved by the Board of Supervisors.

Any additional tasks which Environmental Science Associates (ESA) is selected to perform must be incorporated into this contract through action of the Inyo County Board of Supervisors, and must be consistent with the tasks described in the County's Request for Qualifications, dated 8/27/2018. There is no guarantee that additional projects will be assigned under this contract.



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

November 7, 2018

Ms. Ashley Helms
Engineering Assistant
Inyo County Public Works
PO Drawer Q / 168 N. Edwards
Independence, CA 93526

Subject: Scoping Services for National Environmental Protection Act (NEPA) Compliance for Proposed Airline Service and Related Capital Improvements at the Bishop Airport

Dear Ms. Helms:

Thank you for requesting ESA to provide NEPA scoping services for proposed airline service and related capital improvements (hereafter referred to as the "proposed project") at the Bishop Airport (hereafter referred to as "BIH" or "Airport"). We have appreciated our discussions of the proposed project with County of Inyo Public Works Department staff, and we look forward to supporting the County's successful and timely completion of the environmental compliance process for the proposed project, including obtaining the required NEPA and California Environmental Quality Act (CEQA) approvals. As specified in our statement of qualifications, ESA has identified a knowledgeable, creative, and responsive technical team to provide environmental compliance services to the County. Steve Alverson (Project Director) and Autumn Ward (Project Manager) will lead this team and will be supported by Steve Smith (Deputy Project Manager). We are excited to begin the environmental compliance process for this important project.

As we recently discussed with you, we propose that the first phase of the environmental compliance process for the proposed project will be preparation of an Environmental Assessment (EA) to support the proposed project's compliance with NEPA. As we have noted in our discussions with County staff, the Federal Aviation Administration's (FAA's) environmental review authority covers compliance with NEPA and other federal environmental laws and regulations, and a joint document that addresses the proposed project's compliance with NEPA and CEQA, such as an Environmental Assessment/Initial Study (EA/IS), would not be accepted by the FAA. Accordingly, our initial scoping effort will be for preparation of an EA. We propose that the CEQA compliance effort for the proposed project will be covered under a separate scope of work prepared by ESA, which would build upon and maximize efficiencies related to preparation of the EA.

Our scope of work to conduct NEPA scoping services is detailed below, and our cost estimate to perform the scoping services is attached. We have also attached the detailed breakdown of our staff rates that you requested.

Project Understanding and NEPA Context

The County plans to initiate commercial airline service and related capital improvements at BIH. The proposed project comprises the following elements:

- Amendments to the Operations Specifications for:
 - Allegiant Air, with the Airbus 319 aircraft
 - United Airlines, with the CRJ700 and possible other aircraft, such as CRJ900, EMB175, and B737 aircraft, to allow scheduled commercial air service to BIH;
- Amendment of BIH's Part 139 Airport Operating Certificate to a Class I operating certificate pursuant to 14 CFR Part 139;
- Construction of a new modular multi-purpose aviation terminal and a new commercial service terminal (on previously disturbed ground) and some modifications to the existing adjacent general aviation terminal to support commercial air service;

Ms. Helms
November 7, 2018
Page 2

- Modification of the Runway Safety Areas for Runways 17-35 and 12-30, including grading and drainage improvements;
- Pavement rehabilitation and 50-foot widening of Runways 12-30 and 17-35, including edge lighting relocation and associated projects;
- Addition, modification, and relocation of aircraft parking aprons, parallel and exit taxiways with lighting;
- Addition, modification, and extension of terminal area internal access roads, auto parking, and utilities;
- Construction of new ARFF and snowplow buildings;
- Construction of new AVGAS and jet fuel storage and dispensing facilities; and
- Miscellaneous other projects as depicted on the final ALP.

Approval and implementation of the proposed project requires one or more actions by the FAA. These “federal actions” require environmental analysis, coordination, and documentation conforming to the provisions of NEPA and guidance contained in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, and Order 5050.4B, *NEPA Implementing Instructions for Airport Actions*. Based on our understanding of the proposed project, we anticipate the environmental analysis and documentation for NEPA compliance will be accomplished in the form of an EA.

NEPA Scoping Services for the Proposed Project

Upon authorization to proceed from the County, ESA will prepare and submit to the County a detailed description and cost estimate that sets forth the work efforts required by ESA to prepare the EA. The scope of work and cost estimate will detail ESA’s preparation of the EA, including project initiation and mobilization; development of the statement of the purpose and need for the proposed project; development of an aircraft activity forecast; development of alternatives that will be evaluated in the EA; description of the existing physical and environmental conditions from which environmental impacts of the proposed project will be compared; the technical analyses of the direct and indirect environmental effects of the proposed project and its alternatives for the specific impact categories listed in the FAA’s 1050.1F Desk Reference; analysis of the cumulative impacts of recent and future Airport improvements; preparation of the preliminary draft, public draft, and final EA; ESA support for agency and public coordination related to the EA; and project management and meetings. As we discussed, FAA approval of the EA scope of work will be essential to the successful completion of the NEPA process. Accordingly, we have included time for ESA to participate in the County’s coordination with the FAA and for ESA to address FAA comments on the draft scope of work for the EA. Our cost proposal and accompanying staff rate breakdown to complete the scoping effort is attached. We propose to perform the work described herein on a time-and-materials basis not to exceed our identified total cost. This proposal is effective for 90 days from the date of this submittal.

We appreciate your selection of ESA, and we look forward to answering any questions you have on our scope of work.

Sincerely,



Autumn Ward, CM, ENV SP
Project Manager



Steven R. Alverson
Project Director

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Environmental Science Associates

AND

FOR THE PROVISION OF

Airport Environmental

SERVICES

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF FEES:

The consultant shall be compensated at the rates shown in ESA's *Cost Breakdown*, dated 11/7/2018, further detailed in the *Labor Detail and Expense Summary*, for the scope of work described in Attachment A.

ESA Cost Breakdown

Date 11/7/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Director III	Michael Arnold	2	\$ 91.11	\$ 182.22
Senior Director III	Steven Alverson	6	\$ 93.75	\$ 562.50
Managing Associate II	Autumn Ward	18	\$ 50.29	\$ 905.22
Managing Associate II	Steven Smith	16	\$ 49.04	\$ 784.64

Total \$ 2,434.58

\$2,435

FRINGE BENEFITS

Rate Total
48.82% \$ 1,188.56

\$1,189

INDIRECT COSTS

Overhead and G&A

Rate Total
142.44% \$ 3,467.82

\$3,468

FEE

Rate Total
12% \$ 850.91

\$851

TOTAL COST

\$7,942

**NEPA Scoping Services for Proposed Airline Service and Capital Improvements at Bishop Airport
ESA Labor Detail and Expense Summary**

		Employee Names				Labor Category					
Task #	Task Name/Description	\$	297	\$	306	\$	164	\$	160	Total Hours	Labor Price
1.0	Prepare Draft EA Scope and Cost Estimate	1		2	2	12	10		25.00	\$	4,477
2.0	Coordination with FAA			2	4	2			8.00	\$	1,588
3.0	Prepare Final EA Scope and Cost Estimate	1		2	2	4			9.00	\$	1,877
	Total Hours		2	6	18				42		
	Total Labor Costs	\$	594	\$	1,835	\$	2,953	\$	2,560		\$ 7,942

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018

TO: November 15, 2023

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The scope of work listed in Attachment A will not include any travel or per diem payments. Any future tasks which involve these payments must include agreed upon rates in Attachment C to that amendment, requiring approval by the Board of Supervisors.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Environmental Science Associates

FOR THE PROVISION OF Airport Environmental **SERVICES**

TERM:

FROM: November 15, 2018 **TO:** November 15, 2023

SEE ATTACHED INSURANCE PROVISIONS

EXHIBIT B

Specifications 2

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Trevor Taylor

SUBJECT: Authorization to issue blanket purchase order to Twin Mountain Rock Venture for ice control cinder sand

RECOMMENDED ACTION:

Request Board: A) declare Twin Mountain Rock Venture LLC of Sun Valley, CA a sole-source provider of black rock cinder sand; and B) authorize issuance of a blanket purchase order in an amount not to exceed \$20,000.00, payable to Twin Mountain Rock Venture LLC of Sun Valley, CA for black rock cinder sand to be used for ice control.

SUMMARY/JUSTIFICATION:

The Inyo County Road Department utilizes black rock cinder sand from Twin Mountain Rock Venture LLC each year for the purpose of ice control on local roads during the winter season. Twin Mountain is the only supplier of this material in Inyo County and they have been deemed a sole-source provider of black rock cinder sand snow control product since at least as far back as 2002. Other nearby sources of cinders are located in Lee Vining and Barstow but longer travel times make these sources non-competitive with Twin Mountain's quarry located on Cinder Road in Little Lake.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to allow the purchase of black rock cinder sand from Twin Mountain Rock Venture LLC and direct the Road Department to seek bids for this material from other vendors. This is not recommended as obtaining material from the other known sources would not be as cost effective.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

This material will be purchased as needed using funds that are currently available in the road budget 034600, object code 5309 - road materials.

ATTACHMENTS:

APPROVALS:

Trevor Taylor	Created/Initiated - 1/7/2020
Darcy Ellis	Approved - 1/7/2020
Trevor Taylor	Approved - 1/8/2020
Breanne Nelums	Approved - 1/8/2020
Marshall Rudolph	Approved - 1/8/2020
Amy Shepherd	Approved - 1/8/2020
Michael Errante	Final Approval - 1/8/2020



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Board of Supervisors Committee Appointments for calendar year 2020

RECOMMENDED ACTION:

Request Board: A) approve the 2020 Board of Supervisors committee assignments as recommended by the Chairperson; and B) for the purposes of Form 806 reporting, make separate motions for the following assignments:

1. Eastern Sierra Transit Authority Board of Directors (two)
2. Great Basin Unified Air Pollution Control District Board (two, plus an alternate)
3. Local Agency Formation Commission (two, plus an alternate)

(Recommendations for appointment will be made during the discussion.)

SUMMARY/JUSTIFICATION:

At this time your Board is asked to make the necessary annual committee appointments as recommended by this year's Chairperson, Matt Kingsley, who will present the recommendations during today's discussion. (Last year's list of committee assignments is attached for reference.)

Additionally, you are being asked to make separate motions for appointments to boards, committees, and commissions that pay a stipend for their members for both regular and alternate membership. These appointments require the completion of Form 806: Agency Report of Public Official Appointments, necessitating a different approval mechanism than the other annual appointments. This form is posted on the County's website as required and once the Board confirms these appointments, the form will be updated.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or Inyo County Board of Supervisors order.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to change any of the recommendations for appointments.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no expected fiscal impact associated with this request.

ATTACHMENTS:

1. Committee Appointments 2019

APPROVALS:

Darcy Ellis
Clint Quilter

Created/Initiated - 1/7/2020
Final Approval - 1/8/2020

2019 BOARD APPOINTMENTS to ACTIVE and AD HOC COMMITTEES ONLY

Board/Committee/Commission	Position(s)	Appointments
Agricultural Resources Advisory Board	1 member 1 alternate	Rick Pucci – member Jeff Griffiths – alternate
Aviation Advisory Committee - Northern	2 members	Rick Pucci and Dan Tothoroh – members
Aviation Advisory Committee - Southern	2 members	Matt Kingsley and Mark Tillemans – members
Behavioral Health Advisory Board**	1 member (1 alternate pending)	Dan Tothoroh – member (Rick Pucci – alternate, pending)
BLM Resource Steering Committee	1 member	Mark Tillemans – member
California State Association of Counties (CSAC)	1 member 1 alternate	Jeff Griffiths – member Mark Tillemans – alternate (Appointments Made by Board Order 10.02.18)
Central Valley Water Authority <i>(added by Board Order 09-09)</i>	1 member	Dan Tothoroh – member
Child Care Planning Council	1 member	Jeff Griffiths – member
Child Support Services Regional Oversight Committee	1 member plus CAO	Mark Tillemans – member
Children and Families Commission – First 5	1 member 1 alternate <i>(created by Board Order 12-19-17)</i>	Mark Tillemans – member Jeff Griffiths – alternate
Children’s Services Council	1 member	Mark Tillemans – member
City of Bishop Liaison Committee	2 members plus CAO	Rick Pucci and Jeff Griffiths - members
Community Focused Court Planning Team	1 member	Dan Tothoroh – member
County Service Area #2 (Bishop Creek Sewer) Advisory Board	1 member	Dan Tothoroh – member
Eastern Sierra Area Agency on Aging Advisory Council**	1 member (1 alternate pending)	Dan Tothoroh – member (Rick Pucci – alternate, pending)
Eastern Sierra Council of Governments (ESCOG)/Eastern Sierra Transit Authority (ESTA)*	2 members <i>(cannot serve simultaneously on LTC)</i>	Dan Tothoroh and Jeff Griffiths – members
Eastern Sierra InterAgency Visitor Center Board of Directors	1 member 1 alternate <i>(created by Board Order 2-21-17)</i>	Dan Tothoroh – member Mark Tillemans – alternate
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy	1 member <i>(rotated among Inyo, Mono & Alpine every two years)</i>	Inyo appointee: Jeff Griffiths
Emergency Medical Care Committee	1 member	Matt Kingsley – member
Foster Care Commission	1 member	Jeff Griffiths – member
Financial Advisory Committee	2 members	Rick Pucci and Jeff Griffiths – members
Great Basin Unified Air Pollution Control District *	2 members 1 alternate	Matt Kingsley and Dan Tothoroh – members Jeff Griffiths – alternate
Inyo-Mono Advocates for Community Action	1 member	Jeff Griffiths – member
Indian Gaming Local Community Benefit Committee	2 members	Mark Tillemans and Jeff Griffiths – members
Indian Wells Valley Groundwater Authority Board <i>(added by Board Order 07-26-16)</i>	1 member 1 alternate	Matt Kingsley – member
Integrated Solid Waste Management Task Force	1 member	Dan Tothoroh – member
Integrated Solid Waste Management Hearing Panel	1 member	Dan Tothoroh – member
InterAgency Committee on Owens Valley Land & Wildlife	1 member	Rick Pucci – member
Internal Operations Committee	2 members	Mark Tillemans and Dan Tothoroh – members
Inyo Fish & Wildlife Commission	1 member	Rick Pucci – member
Juvenile Justice Coordinating Committee (2000)	1 member	Jeff Griffiths – member
Law Library Board of Trustees	1 member	Rick Pucci – member
Local Agency Formation Commission (LAFCo)*	2 members 1 alternate	Rick Pucci and Jeff Griffiths – members Dan Tothoroh – alternate
Local Transportation Commission (LTC)	2 members <i>(cannot serve simultaneously on ESTA Board)</i>	Rick Pucci and Mark Tillemans – members Matt Kingsley – alternate
National Association of Counties (NACo)	1 member 1 alternate	Rick Pucci – member Jeff Griffiths – alternate
Owens Valley Groundwater Authority <i>(added 08-01-17)</i>	1 member 1 alternate	Dan Tothoroh – member Jeff Griffiths – alternate
Quadstate Local Governments Authority	1 member	Mark Tillemans – member
Random Access Network Board (R.A.N.)	1 member	Rick Pucci – member
Rural Counties Representatives of California (RCRC)	1 member 1 alternate <i>(also serve as reps for Golden State Financial Authority Board)</i>	Matt Kingsley – member Rick Pucci – alternate (Appointments Made by Board Order 11.06.18)
Standing Committee	2 members	Matt Kingsley and Rick Pucci – members
Yucca Mountain Program Representatives	2 members	Matt Kingsley and Dan Tothoroh – members
Western Counties Alliance Board of Directors	1 member	Matt Kingsley

*denotes committee assignment requiring filing of Form 806 (reporting of paid appointed positions)

** alternates on hold pending research affirming alternates permitted under statutes, regulations, bylaws, legislation governing respective board or commission



County of Inyo



County Counsel/County Administrator

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT: Indian Wells Valley Groundwater Authority draft Groundwater Sustainability Plan.

RECOMMENDED ACTION:

Request Board receive report from Inyo County's Indian Wells Valley Groundwater Authority representative on the upcoming vote regarding the Groundwater Sustainability Plan, which includes a conceptual project to import water into the Indian Wells Valley Groundwater Basin via the LADWP Aqueduct.

SUMMARY/JUSTIFICATION:

This presentation is before the Board of Supervisors to explain the status of the IWVGA GSP and seek comments on the GSP's inclusion of a conceptual project to import water into the Indian Wells Valley groundwater basin via the LADWP Aqueduct.

BACKGROUND/HISTORY OF BOARD ACTIONS:

California passed the Sustainable Groundwater Management Act (SGMA) effective in 2015. SGMA requires governments and water agencies of high and medium priority basins to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, these basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040.

The Indian Wells Valley Groundwater Authority is a joint powers authority created by Inyo County, Kern County, San Bernardino County, the City of Ridgecrest, and the Indian Wells Valley Water District for the purpose of implementing SGMA within the Indian Wells Valley Groundwater Basin. That basin is a "high priority" basin that is in "critical overdraft" due to decades of over-pumping their groundwater resource.

Although Inyo County's constituency is a relatively small portion of the groundwater users in that basin (i.e. Pearsonville), Inyo County has outsized concerns regarding the future of the basin's water use due to the intention of our fellow JPA members to import water into the basin via the LADWP Aqueduct.

This presentation provides an overview of the basin's water use and draft groundwater sustainability plan (GSP). Since the majority of the draft GSP elements are reflective of the serious problems at issue in that basin and acceptable, the aspect of the plan regarding importing water from the LADWP aqueduct is our focus. At the end of this presentation your Board is requested to provide commentary to Inyo County's IWVGA representative (Supervisor Kingsley is primary and John-Carl Vallejo is the alternate) regarding the inclusion of the LADWP import project in the draft GSP.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Kern County; San Bernardino County; City of Ridgecrest; Indian Wells Valley Water District; U.S. Navy; Bureau of Land Management.

FINANCING:

ATTACHMENTS:

1. Power Point Presentation IWVGA GSP

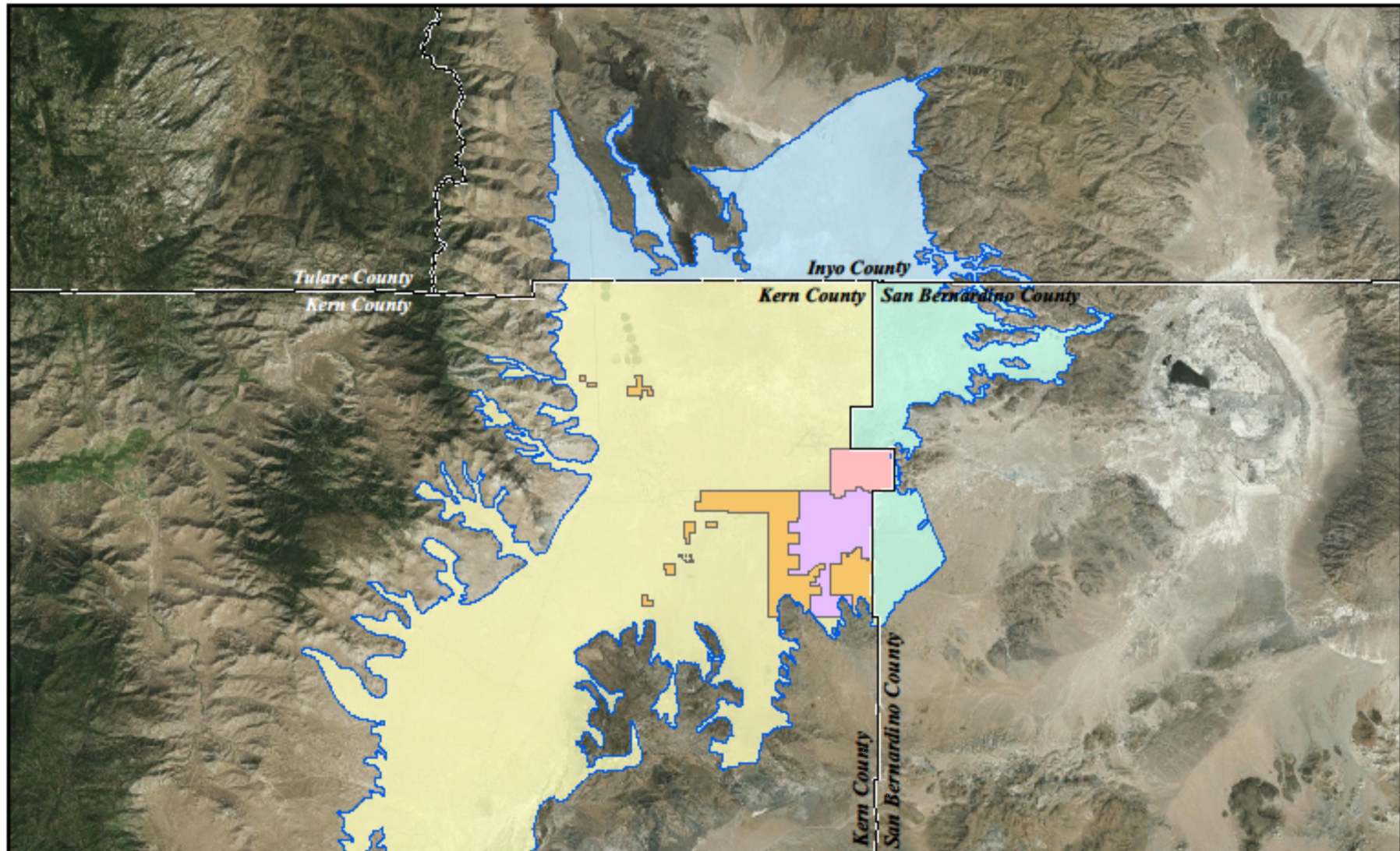
APPROVALS:

John Vallejo	Created/Initiated - 12/20/2019
Darcy Ellis	Approved - 12/20/2019
John Vallejo	Final Approval - 1/6/2020

THE INDIAN WELLS VALLEY GROUNDWATER BASIN

NEEDS TO IMPORT WATER

They Are Looking North For A Supply



SGMA Eligible Agencies Boundaries
Within the Indian Wells Valley Groundwater Basin 6-54

- | | | |
|-------------------------------------|--------------------------------|-----------------------|
| Unincorporated Areas of Kern County | City Not Covered by Water Dist | IWV Groundwater Basin |
| Inyo County | City/Water Dist Overlap | County Boundaries |
| San Bernardino County | Water Dist Excluding City | |

Kern County
Planning & Community
Development Department

City - City of Ridgecrest
 Water Dist - Indian Wells Valley Water Dist



Map Source: ESRI, World Globe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, swisstopo, and the GIS User Community

5/16/2016

PRIMARY CONCERNS FOR INYO COUNTY

Mono County & Eastern Sierra Communities

- Overdraft effect on Pearsonville & Trona constituencies
 - Limited development
 - Employment with Searles Valley Minerals
- Cost to Pearsonville residents with domestic wells
- Incentive to LADWP to increase water export
- *Not speaking for concerns for Tribes.

PRIMARY CONCERNS FOR INYO COUNTY

LADWP Local Water Obligations and Practices

- Undersupplied projects or potential unmitigated impacts
 - Calvert Slough
 - McNally Ponds
 - Van Norman field/FFA farm reduction
 - Unirrigated or rarely irrigated Type E
 - Chronically depressed vegetation parcels
- Examples of local water reductions justified as conservation
 - Proposed Long Valley irrigation reduction
 - Owens Lake Master Project
 - Owens Valley stockwater reduction
 - Proposed irrigation shutoff during drought

Sustainable Groundwater Management Act (SGMA)

Indian Wells Valley Groundwater Basin determined by the State to be:

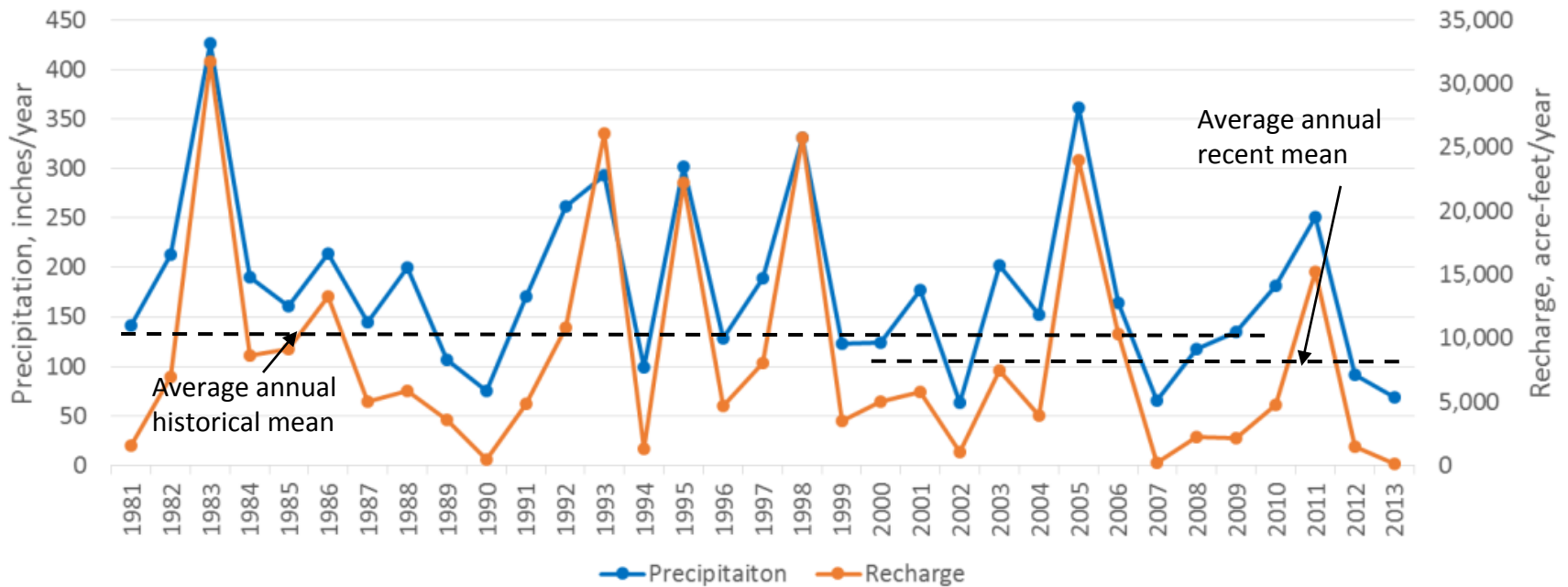
- **“Critical Overdraft”**
- **“High Priority”**

- Required to form a Groundwater Sustainability Agency
 - IWVGA JPA includes Kern County, San Bernardino County, City of Ridgecrest, Indian Wells Valley Water District, & Inyo County

- IWVGA required to create a Groundwater Sustainability Plan
 - Avoid undesirable results
 - groundwater table decline, water quality, land subsidence
 - **Deadline to submit GSP = January 2020**

NATURAL RECHARGE

Basinwide Precipitation and Recharge



APPROX 7,650 ACRE FEET / YEAR

HISTORIC WATER USE

IWV Ground Water Production Estimates 1975 - Present

Year	Meadowbrook Farms (e)	Simmons Ranch (f)	China Lake Acres	City of R/C	SVM	IWWWD	Inyokern CSD	NAWS (c)	Neal Ranch	Private Wells	Quist Farms	Orchards (d)	R/C Heights	S. Leroy (a/b)	Annual Totals
1975	1516		400		2781	2983	300	5000	2000				1000		15980
1976	1494		400		2911	3099	300	5000	2000				1000	1600	17804
1977	2702		400		3315	3063	300	5000	2000				1000	1600	19380
1978	3216		400		3081	3357	300	5000	2000				1000	1600	19954
1979	3257		400		3081	3402	300	5154	2000	2100			1000	1600	22294
1980	7515		400		2887	3319	300	4995	2041	2100			1000	1600	26157
1981	10036		400		3085	4223	300	4804	2002	2100			1000	1600	29530
1982	10324		400		2887	3963	300	4450	1478	2100			1000	1600	28502
1983	10087		400		2476	4316	300	4402	1752	2400			1000	1600	28733
1984	10312		400		2307	4940	300	4694	1568	2400			1000	1600	29521
1985	10100		400		2397	4981	300	4002	2450	2500			1000	1600	29730
1986	5389		400		2557	5901	300	4430	2353	2500			1000	1600	26430
1987	4141		Purchased		2560	7426	300	4422	1447	2500			Purchased	Ranch	22796
1988	5255		by		2560	7889	173	3980	1195	2500			by	Closed	23552
1989	7064		IWWWD		2320	8725	175	4205	Purchased	2650		500	IWWWD		25639
1990	6187				2505	8600	170	3667	by	2650		525			24304
1991	6737				2406	7700	150	3364	IWWWD	2650		525			23532
1992	7104				2528	7650	141	3351		2650		550			23974
1993	7701				2607	7800	150	3411		2650		575			24894
1994	7504				2607	8300	146	3684		2650		575			25466
1995	7427				2710	8100	125	3848		2650		595			25455
1996	7807				2620	8504	134	3367		2650		600			25682
1997	7800				2522	8534	139	2983		2650		625			25253
1998	7800				2527	7719	102	3018		2700		640			24506
1999	7800				2537	8242	104	2541		2700		690			24614
2000	7800				2701	8148	111	2690		2800		725			24975
2001	8150				2732	8392	97	2840		2800		750			25761
2002	8460			445	2564	8865	115.6	3138		2800	750	750			27887.6
2003	9420			616	2561	9098	126	3325		2800	750	775			29471
2004	9370			413	2470	8992	118.4	2331		2800	750	800		950	28994.4
2005	9580			366	2504	8545	135	2288		2800	750	825		1025	28818
2006	9460			385	2591.2	8864.4	135	2440		2800	750	840		1050	29315.6
2007	9270			420	2530.4	9198.5	90.7	2533		2800	750	840		1000	29432.6
2008	8957			392	2520.7	8564.8	118	2119		2800	750	900		1200	28321.5
2009	9536			400	2534.5	8398.2	118	1883		2800	750	925		1125	28469.7
2010	9437			339	2586.6	7570	118	1710		2800	750	925		1050	27285.6
2011	9827			370	2457.5	7364.25	118	1734		2800	750	925		1050	27395.75
2012	9876			348	2743	7633.45	117.927	1710		2800	750	1062		800	27840.377
2013	9354	918		423	2706	7531.69	117.68	1538		1100	750	2846			27284.37
2014	7524	1,087		392	2679	7318.7	108	1618		1100	750	4087			26663.7
2015	6517	1,003		427	2518	7050	90.532	1442		1100	750	4387			25284.532
2016	6387	918		373	2377	6411.8	102.335	1595		1100	750	4300			24314.135
Total	315200	3926	4800	6109	110530	290681.79	7546.174	139706	26286	93250	11250	33062	12000	26850	1081196.9
Avg.	7532	1003	400	410	2638	6933	182	3369	1878	2491	750	1065	1000	1343	25778

Baseline Pumping

FUTURE BASELINE (No Action) PUMPING 2020-2070

Owner	Estimated # of Wells	Est. Recent Pumping	Est 2016 Pumping	Estimated Baseline Pumping (AFY)		
				2020	2040	2070
				Meadowbrook Dairy	10	9,640 ²
Mohave Pistachio	8	3,655 ¹	3,040 ¹	6,054	6,891	6,891
Large Ag Subtotal	18			18,357	19,194	19,194
Simmons Farm	1	982 ²	918 ²	931	931	931
Quist Farms	7	750 ²	516 ⁴	674	685	685
Sierra Shadows	3	missing	missing	765	765	765
Amberglow	1	missing	missing	62	62	62
Terese Farms	2	missing	missing	310	410	410
Hickle	2	missing	missing	85	85	85
Blubaugh	1	missing	missing	1	1	1
Bellino	1	missing	missing	50	50	50
McGee	2	missing	missing	400	400	400
Other Small Ag	unk	732 ³	1,260 ³	0	0	0
Small Ag Subtotal	20			3,278	3,389	3,389
Kern County	1	missing	missing	18	18	18
City of Ridgecrest	5	388 ²	373 ²	407	407	407
Other Irrig, Dust Subtotal	6			425	425	425
IWVWD	11	7,704 ²	6,412 ¹	6,518	7,346	8,791
Inyokern CSD (265)	2	110 ²	102 ²	191	191	191
Mutuals (491)	38	comb /	comb /	354	354	354
DOM (832)	832	2,120 ²	1,100 ²	832	832	832
MUN, DOM Subtotal	883			7,894	8,723	10,167
Searles Valley Minerals	5	2,576 ²	2,377 ²	2,907	2,907	2,907
Navy	6	1,633 ¹	1,595 ¹	2,041	2,041	2,041
TOTAL	938	<i>cannot calculate due to missing data</i>		34,902	36,679	38,123

[historical data source](#)

¹ data received from pumper

² data from IWVCGWMG 1975-2017 pumping table; most recent years up to ten if available

³ data from IWVCGWMG 1975-2017 pumping table, difference of 'Orchards' and Mohave Pistachios

⁴ 2017 estimated pumping available from pumper

PROJECTED BASELINE PUMPING

Approximately

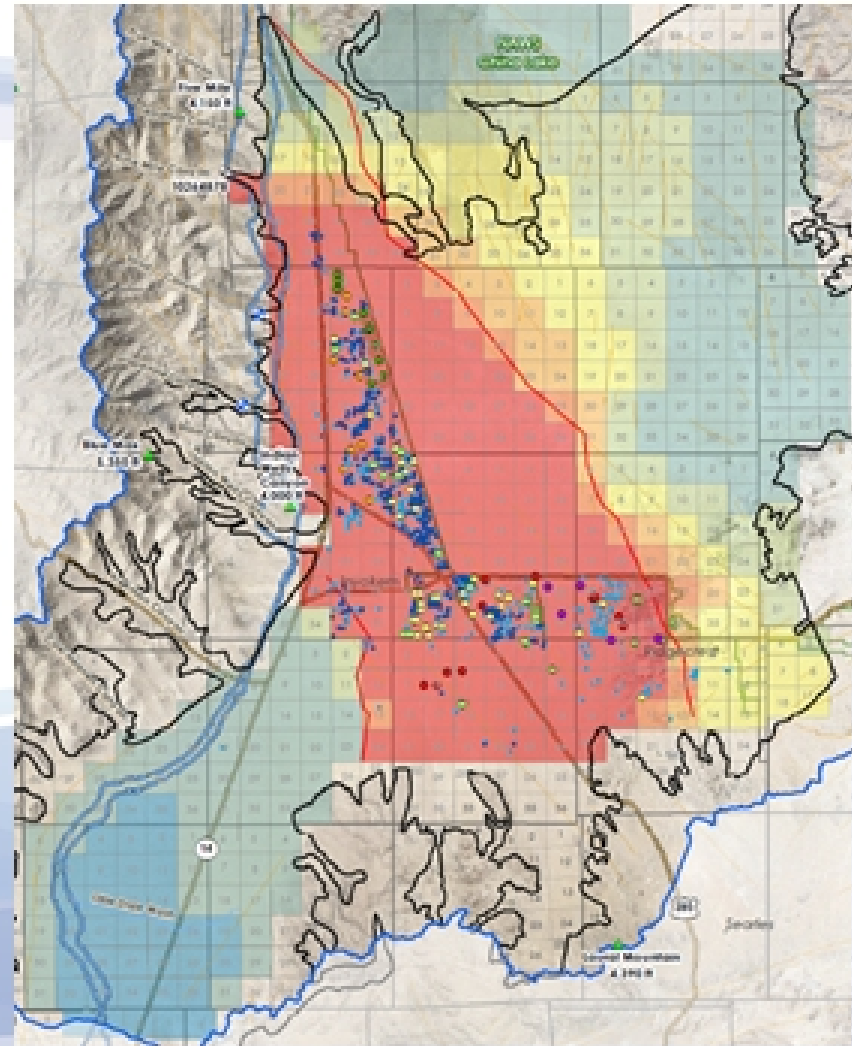
35,000-40,000 ac-ft/yr

Baseline 50-Year Predicted DDN

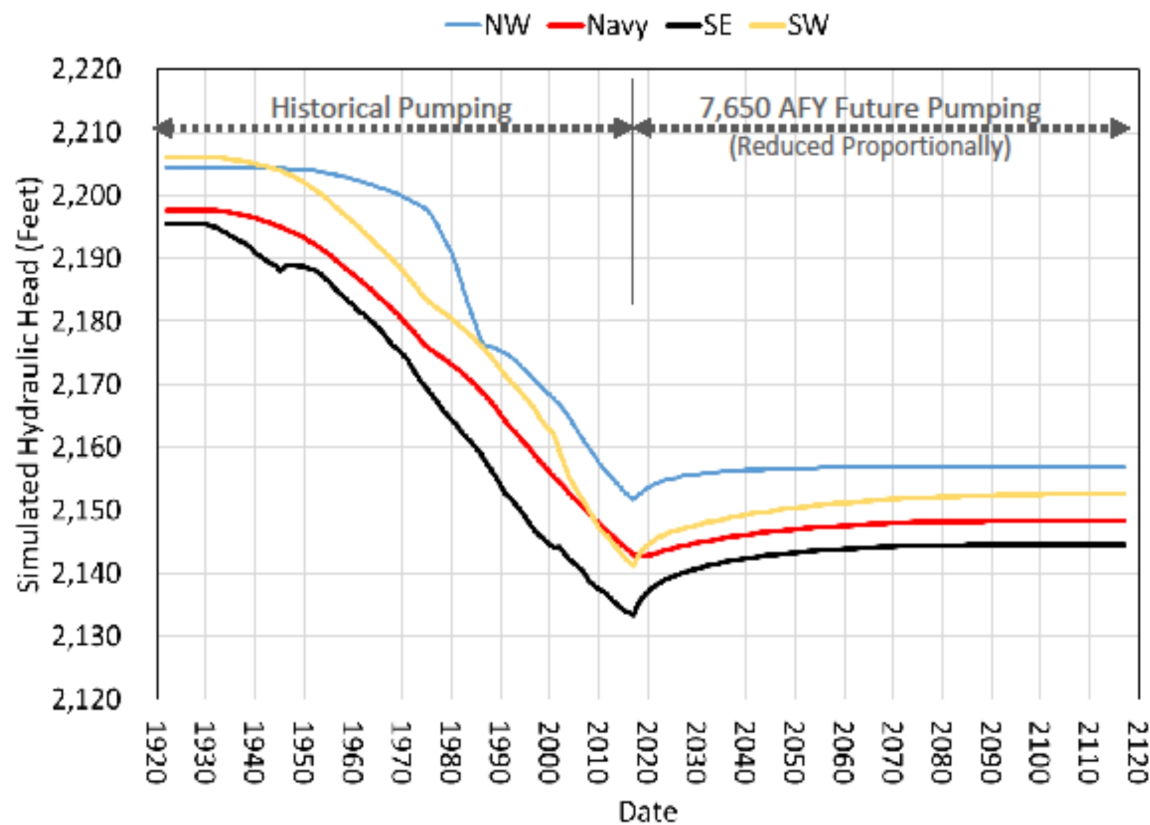
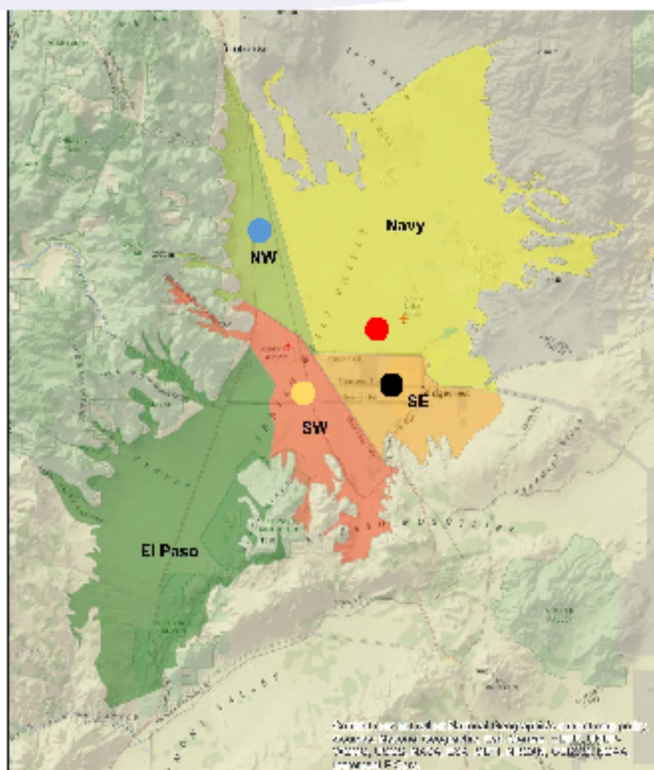
Simulated Predicted
Groundwater Level Change
2020 to 2070

- No DDN
- 0 to -10 feet
- -10 to -20 feet
- -20 to -30 feet
- -30 to -40 feet
- -40 to -50 feet
- More than -50 feet

40 Mutual and CSD
832 Domestic/Private
872 Shallow Wells
66 Larger Production
938 Total Production Wells



Predictive Simulation with Pumping Reduced to Basin Recharge



Legend
● Observation Points

0 2 4 6 8 10 12 14 15 Miles



Non-Ag Pumping: about **11k ac-ft/yr**
(including projected population growth)

Natural Recharge:

7,650 Acre Feet / Year

IWVGA Import Goal \approx

5,000 Acre Feet / Year

CONTEXT

- Lone Pine Town Water System:
 - LTWA requires LADWP delivery of 550 ac-ft/year
 - After that agreement, LADWP installed the sports complex and irrigates those lands with approximately **70-80** ac-ft/year
 - Counted against the LTWA delivery requirement to the objection of Inyo County and the Lone Pine community
 - Plays into LADWP's underlying strategy of limiting growth in, and maintaining control over, Inyo County communities.

IF IT IS THIS DIFFICULT TO CLAW BACK 70-80 ac-ft/yr...

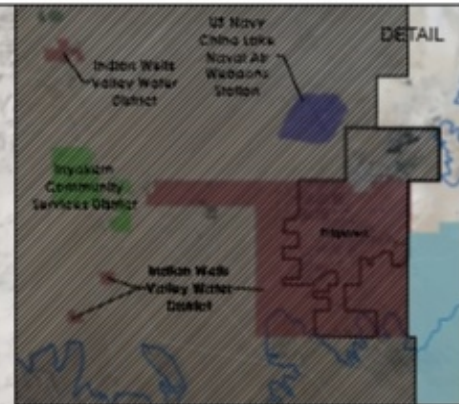
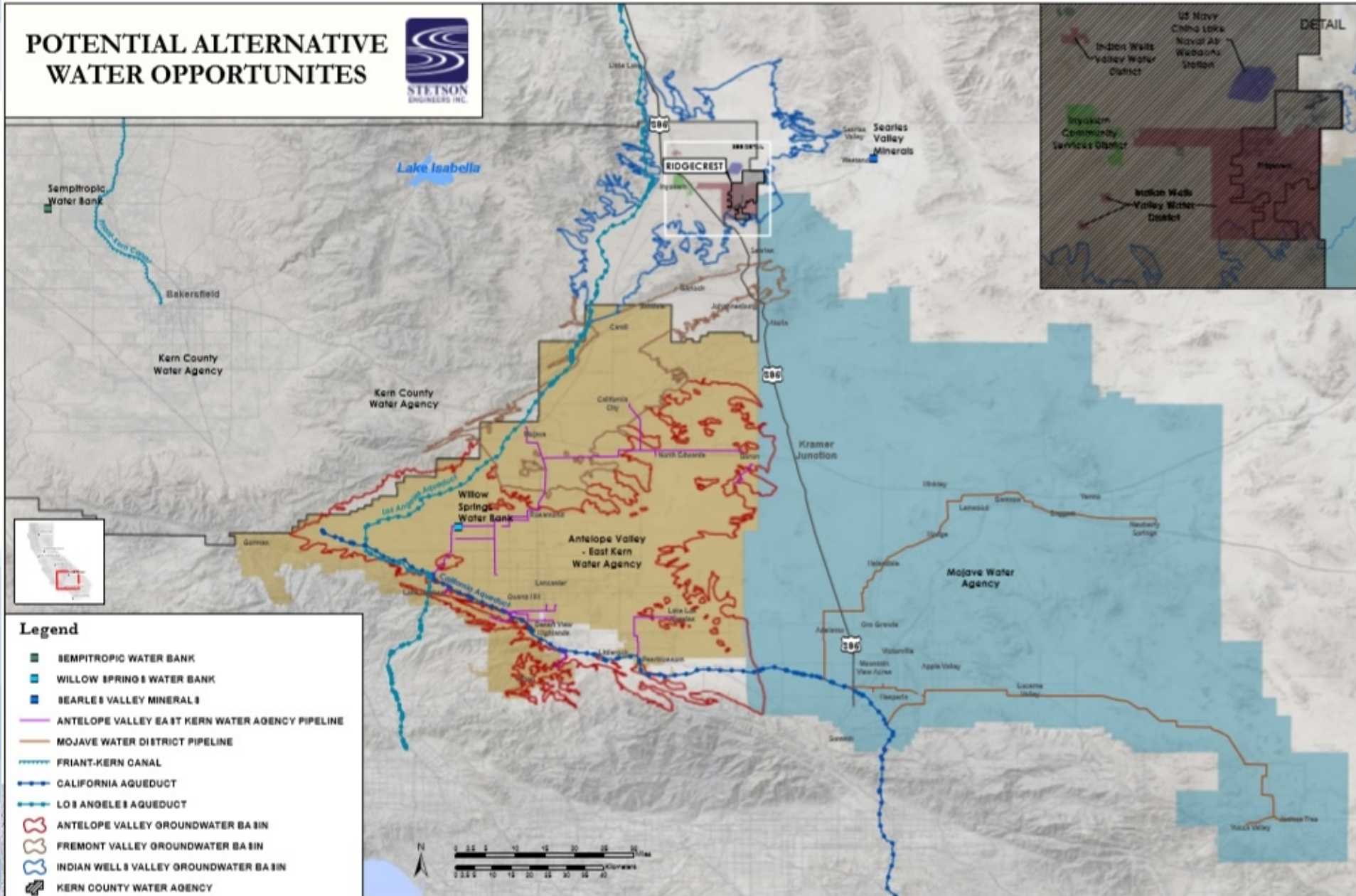


HOW TO IMPORT WATER???



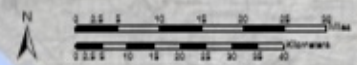
Potential Infrastructure Options

POTENTIAL ALTERNATIVE WATER OPPORTUNITIES



Legend

- SEMPTROPIC WATER BANK
- WILLOW SPRINGS WATER BANK
- SEARLES VALLEY MINERALS
- ANTELOPE VALLEY EAST KERN WATER AGENCY PIPELINE
- MOJAVE WATER DISTRICT PIPELINE
- FRIANT-KERN CANAL
- CALIFORNIA AQUEDUCT
- LOS ANGELES AQUEDUCT
- ANTELOPE VALLEY GROUNDWATER BASIN
- FREMONT VALLEY GROUNDWATER BASIN
- INDIAN WELLS VALLEY GROUNDWATER BASIN
- KERN COUNTY WATER AGENCY



Infrastructure Considerations

Two *potential* delivery methods for water supplies

Antelope Valley East Kern WA

- **Initial Infrastructure Cost Estimate:** \$177 million
- AVEK only delivers treated water to the areas nearest to Ridgecrest
- Would have higher annual operating costs (due to water needing to be pumped from AVEK's facilities)
- AVEK has expressed initial ability to deliver water to the Basin

Los Angeles DWP

- **Initial Infrastructure Cost Estimate:** \$55 million
- Would deliver untreated water to the basin
- Lower estimated annual operating costs due to proximity to Basin

SHOULD THE LADWP PROJECT EVEN BE LISTED?

- 05/14/2019 EMAIL from IWVGA General Manager re discussions with LADWP:
 - “...LADWP became aware of an article published in Inyo County expressing ‘outrage’ that LADWP would consider taking more water out of the Owens Valley to store in the Indian Wells Valley. Understandably, LADWP is sensitive to public opinion specifically in Inyo County, given past experiences. Those two concerns have resulted in the [banking] project being on hold. Two policy statements [were also] conveyed by LADWP. There is ‘no way’ LADWP will consider wheeling water through the aqueduct and they also will not sell water...”

What's Next?

- IWVGA GSP to be adopted and submitted this week (not subject to CEQA)
 - Inyo County has 1/5 vote share + groundwater export veto
- IWVGA Currently exploring water purchase opportunities to utilize in an exchange for the water that is physically brought to the Indian Wells Valley Groundwater Basin
 - Water import project expected to be undefined in GSP
 - Tentatively, 2030-35 for import to begin
 - 23 CCR § 354.44(6)-(8) → GSP Projects must identify :
 - Source
 - Reliability
 - Legal authority
 - Cost & ability to fund
 - Import project is subject to CEQA
- Public Hearing for IWVGA GSP adoption is this Thursday January 16.

DISCUSSION



County of Inyo



Public Works - Airports

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT:

Ratify Commercial Hangar Lease Agreement with REACH Air Medical Services, LLC and the County of Inyo

RECOMMENDED ACTION:

Request Board ratify and approve the Lease Agreement between the County of Inyo and REACH Air Medical Services, LLC for the hangar space located at Hangar A, Bishop Airport, Bishop, CA for an initial period of five years with four, two-year options to extend, for the period of July 1, 2019 to June 30, 2024, with the first annual amount of \$31,200 payable to the County in quarterly installments of \$7,800, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This lease provides hangar space for REACH Air Medical Services, LLC located in Bishop Ca. The lease agreement provides for an initial term of five years, commencing on July 1, 2019 and ending June 30, 2024 with four, two-year options to extend. The quarterly lease for the initial term is \$0.10 cents per square foot per month or Seven Thousand, Eight Hundred Dollars (\$7,800) per quarter or Thirty One Thousand, Two Hundred Dollars (\$31,200) per year. In year two, the lease amount will increase to \$0.12 cents per square foot per month, or Nine Thousand, Three Hundred Sixty Dollars (\$9,360.00) per quarter, or Thirty Seven Thousand, Four Hundred Forty Dollars (\$37,440) per year. In year three, the lease amount will increase to \$0.14 cents per square foot per month, or Ten Thousand, Nine Hundred Twenty dollars (\$10,920.00) per quarter, or Forty Three Thousand, Six Hundred Eighty dollars (\$43,680) per year. In years four and five, the lease amount will increase by the Consumer Price Index (CPI) for the Los Angeles area. Should the County exercise the option for the extensions the amount will increase by five percent (5%) per year. The five percent increase would apply to the most expensive year of the previous lease periods. With consent of the Lessee, if the County opts to utilize space within the Hangar A for storage of the Aircraft Rescue Firefighting (ARFF) vehicle, the County shall reduce the lease amount by the equivalent of 500 square feet worth of space per month. The rates outlined above would apply to this calculation within the corresponding fiscal year(s).

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND 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. No other hangar space has been identified at this time.

OTHER AGENCY INVOLVEMENT:

County Counsel for review
Risk Manager for review
Auditor for review and payments

FINANCING:

Financing for this lease payment will be the responsibility of REACH Air Medical Services, LLC but will credit Bishop Airport 150100 rents and leases 4311.

ATTACHMENTS:

1. REACH Air Lease Agreement

APPROVALS:

Justine Kokx	Created/Initiated - 12/12/2019
Darcy Ellis	Approved - 12/17/2019
Breanne Nelums	Approved - 12/18/2019
Michael Errante	Approved - 12/19/2019
Marshall Rudolph	Approved - 1/6/2020
Amy Shepherd	Approved - 1/7/2020
Aaron Holmberg	Final Approval - 1/8/2020

**COUNTY OF INYO - BISHOP AIRPORT
HANGAR AND TIE DOWN SPACE COMMERCIAL LEASE**

THIS LEASE AGREEMENT, made and entered into this 1st day of July 2019, by and between REACH Air Medical Services, LLC, 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 Michael Errante, whose title is Public Works Director, 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 130' x 200' (26,000 sq. ft.) hangar or tie down space located at Hangar A, Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, as designated by the Airport Manager. This space shall only be used to store the following described aircraft:

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

Lessee recognizes that the County may, on occasion, need to move the above-referenced Aircraft from its current hangar to a different hangar in order to ensure the proper operation of the Airport. Lessee permits the County to move its Aircraft without any prior notification or consent. If the Aircraft cannot be returned to its original hangar within a reasonable period of time, the County will make a good-faith effort to notify Lessee of the new location of its aircraft.

3. INITIAL TERM AND OPTIONS.

The initial term of the Lease will be for five years beginning July 1, 2019 and continuing through and including June 30, 2024. 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 July 1, 2024 through June 30, 2026.
- b. From July 1, 2026 through June 30, 2028.
- c. From July 1, 2028 through June 30, 2030.
- d. From July 1, 2030 through June 30, 2032.

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 two (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 \$0.10 cents per square foot per month during year one; \$0.12 cents per square foot per month in year two; \$0.14 cents per square foot per month in year three; in years four and five, the lease amount will increase 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 \$31,200.00. The annual lease amount in year two is \$37,440.00. The annual lease amount in year three is \$43,680.00. The annual lease amount in years four and five will be tied to the CPI for the Los Angeles area, and therefore cannot be calculated until years four and five. The first CPI increase is scheduled to occur on 07/01/2022. The increase or decrease will be determined by comparing the Base index value of the prior year's lease (value published immediately prior to 07/01/2021) with the value published immediately prior to the date of the scheduled change (the index value published immediately prior to 07/01/2022). 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 \$7,800.00 in year one; \$9,360.00 in year two; \$10,920.00 in year three per quarter, beginning on July 1, 2019, and payable on 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.

With consent of the Lessee, if the County opts to utilize space within the Hangar A for storage of the Aircraft Rescue Firefighting (ARFF) vehicle, the County shall reduce the lease amount by the equivalent of 500 square feet worth of space per month. The rates outlined above would apply to this calculation within the corresponding fiscal year(s).

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-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. USE OF PREMISES.

The premises are leased to be used for storage of the aircraft described above. 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.

8. MASTER LEASE.

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

9. 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.

10. 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.

11. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area 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.

12. 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.

13. 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 except as provided below. 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. County shall provide electrical service to those leased premises which cannot be separately metered for service.

14. 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.

15. 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.

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.

16. 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.

17. 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.

18. 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.

19. 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.

20. FIRE INSURANCE.

County will procure and maintain fire and extended coverage insurance on all buildings on the leased premises. 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.

21. 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 Twenty 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.

22. LIABILITY INSURANCE.

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

23. 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.

24. 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.

25. ASSIGNMENT OR SUBLEASE OF PREMISES.

Lessee agrees not to assign this lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law.

26. 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.

27. FAA-REQUIRED PROVISIONS

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

28. 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 modification or change in the Master Lease referenced in Section Eight herein, so long as such amendment is limited to an incorporation of the changes and/or modification to the Master Lease. The amended Lease shall take effect 30 days after Lessee is served with the amended Lease.

29. 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.

30. RETURN OF PROPERTY AT TERMINATION.

Lessee will return the property in good condition upon termination or expiration of the Lease.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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: _____

40. 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.

41. 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.

42. 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
168 N. Edwards St., P.O. Drawer Q
Independence, CA 93526

**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:
July 1, 2019 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
Vicky Spadaccio
Type of Print Name

Date: 11/22/19

Date: 11-21-19

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

Chairperson, Board of Supervisors

s:CountyCounsel/Leases



County of Inyo



Health & Human Services - Health/Prevention

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Meaghan McCamman

SUBJECT: Medication Assisted Treatment Expansion Grant

RECOMMENDED ACTION:

Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and Health Management Associates (HMA) for the provision of additional funds for implementation of Medication Assisted Treatment (MAT) for substance use disorder (SUD) in the County Jail, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

This MOU serves as an agreement between Inyo County HHS and HMA for the MAT in County Criminal Justice Systems Implementation Grant, which is awarded as a result of our work with HMA and other counties as a part of a multi-county learning collaborative. Inyo County began working with the collaborative in April, 2019, engaging a cross-departmental cohort of county staff that has developed protocols for use when inmates who have an opioid or alcohol use disorder and request MAT services. After our months of work with HMA as a part of the learning collaborative, we were awarded the opportunity to apply for an implementation grant work up to \$56,448 for the period of January 1, 2020 through September 30, 2020.

With this grant we plan to expand the MAT program offered in the jail, provide weekly SUD groups at the jail, provide SUD curriculum and coordination, and purchase a medication refrigerator.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could elect to not approve the MOU and which would significantly limit MAT services in the jail.

OTHER AGENCY INVOLVEMENT:

The Sheriff's Department, Probation Department, and District Attorneys office also participate in our MAT cohort.

FINANCING:

These funds will be placed in the HHS Suspense Trust and then transferred into the Health budget (045100) to reconcile the expenses since it crosses two fiscal periods. No county general funds.

ATTACHMENTS:

1. 2019-204 Inyo Co Large Grant MOU
2. Exhibit A for Implementation Grant MOU

APPROVALS:

Rhiannon Baker	Created/Initiated - 12/31/2019
Darcy Ellis	Approved - 1/2/2020
Marilyn Mann	Approved - 1/7/2020
Melissa Best-Baker	Approved - 1/7/2020
Marshall Rudolph	Approved - 1/8/2020
Amy Shepherd	Approved - 1/8/2020
Marilyn Mann	Final Approval - 1/8/2020

California Medication Assisted Treatment Expansion Project 2.0

Memorandum of Understanding

MOU Number: 2019-204

Contract Title: Implementation Grant: MAT in County Criminal Justice Settings

THIS AGREEMENT (the “**Agreement**”), shall be effective this January 1, 2020 through September 30, 2020 (the “**Term**”).

BY AND BETWEEN County of Inyo Department of Health and Human Services (the “**Applicant Agency**”) and Health Management Associates, Inc. (the “**Sub-Recipient**” and, together with Applicant Agency, the “**Parties**” and each a “**Party**”), created under laws governing the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (“**SAMHSA**”) and the State of California, Department of Health Care Services (“**DHCS**”).

WHEREAS, the Sub-Recipient is the subrecipient of the State Targeted Response to the Opioid Crisis Grant awarded by SAMHSA to DHCS (CFDA Number: 93.788 the “**STR Opioid Grant**”) pursuant to an agreement between DHCS and the Sub-Recipient (the “**DHCS Agreement**”);

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts up to \$960,000 aggregate from the STR Opioid Grant to each California county participating in Cohort Two, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county’s jail(s) and drug court(s) (the “**Distribution Purpose**”).

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **GRANT AMOUNT AND INTENT:** County of Inyo Department of Health and Human Services has opportunity to receive up to \$56,448 the Sub-Recipient under the STR Opioid Grant and DHCS Agreement to expand MAT in jail to include Sublocade, provide in-jail SUD counseling, and coordinate re-entry services to assure continuity of care. Specific grant-funded activities will be: introducing Sublocade, contracting with an AOD counselor, hosting training and coordination activities, and purchasing a medication refrigerator and detain training/facilitation materials. Specific details and project budget are described in the Applicant Agency’s grant application.
2. **APPLICANT AGENCY OBLIGATIONS:** To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: Application for Grant Funds: Expanding Access to MAT in County Criminal Justice Settings*, the STR Opioid Grant, and the Sub-Recipient Agreement (which are provided in a separate document and incorporated as part of this Agreement) and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by September 30, 2020.

Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly statistics; (b) an Interim Project Status Report and Financial Report by; and (c) a Final Project Report and Financial

Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report by April 1, 2020.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	County of Inyo Department of Health and Human Services
Doing Business As (if applicable)	
Street Address	163 May Street
City, State, Zip	Bishop CA 93514
Mailing Address, if different	

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Meaghan McCamman	Marilyn Mann	Melissa Best-Baker
Assistant Director of HHS	Director of HHS	Sr. Management Analyst
mmccamman@inyocounty.us	mmann@inyocounty.us	mbestbaker@inyocounty.us
760-937-1253	760-878-3183	760-878-0232

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will pay half of the grant amount (\$28,224) to the Applicant Agency following execution of this Agreement and upon receipt of funds from DHCS. Distribution of the second half of the grant amount is subject to the Sub-Recipient's receipt and approval (in the Sub-Recipient's sole discretion) of the Interim Project Status Report and Financial Report, which will be due no later than Friday, May 1, 2020. The Sub-Recipient will disperse the second half of the grant amount to the Applicant Agency upon receipt of an approved Interim Report and contingent upon receipt of funds from DHCS. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise is violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. The Parties agree that to comply with audit provisions applicable to federal subrecipients under 45 C.F.R. § 75.216 and under the DHCS Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless

any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, SAMHSA, the Office of Inspector General for the United States Department of Health and Human Services, the Comptroller General of the United States, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 88 Kearny Street, Suite 1800, San Francisco, CA 94108; or (b) the Applicant Agency at PO Box 400, Red Bluff, CA 96080. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. 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;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with any other documents incorporated by reference, including Exhibit A, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

County of Inyo Department of Health and Human Services

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: Kelly Johnson
(SIGNATURE)

Name: Kelly Johnson

Title: Vice President

Date: 12/4/2019

APPLICATION FOR GRANT FUNDS. EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

PROGRAM DESCRIPTION

The California Department of Health Care Services, under its federal funding for the State Opioid Response “*Medication Assisted Treatment Expansion Project 2.0*” has provided funds to be distributed to county teams participating in the first cohort of *Expanding Access to MAT in County Criminal Justice Settings*. The table below provides the maximum funding allocated to each eligible county.

Maximum Funding	County
\$90,000	Humboldt
	Mariposa
	Inyo
	Yolo
\$200,000	Sacramento
	San Diego
	San Bernardino

FUNDING OBJECTIVES

Funds are intended to expedite implementation of SUD screening, assessment, treatment, and access to MAT in county jails and drug courts while local sustainable funds are secured. As each county has unique circumstance, there is flexibility in the use of funds so long as funds support the stated objective.

ELIGIBILITY REQUIREMENTS

Only one agency may apply from each team. To be responsive to unique county needs, any agency represented on the County Team is eligible to be the applicant for the funds. The Lead Agency for the project is not required to be the applicant agency for this funding.

Eligibility is contingent upon submittal of data from the county jail(s) for at least the period July - September 2019 to include all the following data elements. Full 2019 reporting is preferred but not required, and applicants should provide data for as many months as possible. This data will be tracked aggregated and tracked across jails, and no jail identifiers will appear in any use of this data.

- Average daily population
- Number of intakes
- Monthly # intakes requiring detox/withdrawal protocol for:
 - Alcohol
 - Opioids
 - Benzodiazepines
 - Methamphetamine
 - Other
- Monthly # persons withdrawn from methadone

APPLICATION FOR GRANT FUNDS.

EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

- Monthly # persons withdrawn from buprenorphine
- Monthly # persons withdrawn from naltrexone
- Monthly # persons continued on methadone
 - Pregnant women
 - Others
- Monthly # persons continued on buprenorphine
 - Pregnant women
 - Others
- Monthly # persons continued on naltrexone
- Monthly # persons inducted on methadone
- Monthly # persons inducted on buprenorphine
- Monthly # persons inducted on naltrexone
- Monthly # persons given Vivitrol injections
- Monthly # drug overdoses in jail
- # units of naloxone provided at release and/or to visitors

PROJECT TIMEFRAME

Application submittal	Friday, November 1, 2019 at 5:00 p.m. to your coach
Notice of funding approval	Friday, November 15, 2019
MOU issued to applicant	Wednesday, November 27, 2019
Initial funds disbursed	Upon receipt of signed MOU from County
Interim report due	Friday, May 1, 2020
Remaining funds disbursed	Upon receipt of approved interim report
Spending period	Through September 30, 2020

FUNDING DECISIONS

DHCS reserves the right to approve or deny funds under this grant and to recoup unspent funds after the grant period ends.

GRANT PAYMENTS

HMA will disburse 50% of project funds to award agencies upon receipt of signed Memorandum of Understanding (MOU) with county. Pending receipt of an acceptable interim report no later than May 1, 2020, the remaining 50% of funds will be disbursed.

SPENDING TIMEFRAME

Counties must expend awarded funds by September 30, 2020.

APPLICATION FOR GRANT FUNDS.

EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

ELIGIBLE EXPENSES

The following expenses are eligible for grant funds. Refer questions about other expenses to your HMA team coach.

- Salary and benefits for permanent or limited term county employees, for duties that address grant objectives.
- Staff contracted through county-approved contractors, for duties that address grant objectives
- Equipment required by employees or contractors in carrying out duties that address grant objectives. This may include computers or software.
- Professional materials related to grant objectives, including subscriptions, manuals, and reference materials.
- Training expenses related to grant objectives.
- Travel expenses for agency staff or MAT team members related to grant activities, within state allowances
- Patient education materials specific to MAT and OUD
- Indirect expenses not to exceed 5% of the grant total may be used for administration and overhead costs related to the grant.
- Cost of Sublocade or other subcutaneous or injectable MAT medications if under a pilot which includes measurable outcomes and a specific time period
- Medication safes and lock boxes
- Telehealth expenses for hardware and provider fees directly related to providing MAT
- Minor facility improvements to enable administration and safeguarding of MAT in jail or drug court
- Improvements to electronic health records such as templates and data sharing functionality related to MAT
- Hosting or conducting outreach, meetings, and other events to engage stakeholders and directly related to MAT expansion in criminal justice
 - The reasonable cost of food for such events are covered so long as the meal/refreshments are incorporated into the activity (like a working lunch)
- Promotional materials related to expanding MAT in criminal justice settings
- Other expenses approved by HMA

INELIGIBLE EXPENSES

Funds may not be used to:

- Supplant existing activities or staff assignments
- Purchase methadone, oral or sublingual buprenorphine, oral naltrexone, or naloxone
- Supplant existing Vivitrol purchases
- Purchase equipment or supplies other than as noted above
- Indirect costs in excess of 5% of the grant total
- Telehealth kiosks
- Facility improvements unrelated to those named above
- Non-FDA approved medication or devices for treating OUD
- Alcoholic beverages

APPLICATION FOR GRANT FUNDS. EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

FEDERAL AND STATE OF CALIFORNIA REGULATIONS/FUNDING

Agreements are subject to the approval of and the receipt by HMA of funding from the State of California's Department of Healthcare Services (DHCS). DHCS' funding of the Expanding MAT in County Criminal Justice Program is federal pass-through money from the Substance Abuse and Mental Health Services Administration (SAMSHA), a branch of the U.S. Department of Health and Human Services

(DHSS). Accordingly, site agreements will include standard federal rules and regulations, notably 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards., and applicable rules and regulations from the State of California. HMA will incorporate the applicable federal and state rules and regulations into the terms and conditions of the agreements.

Applicants are required to adhere to the budget guidelines included in the MAT in County Criminal Justice Program Budget Template (Attachment 2). Applicants must submit their budget in the template format. Applications that do not conform to this template may not be considered. All items budgeted must be inclusive of all costs, including taxes and fees, in US Dollars. Costs should remain valid for ninety (90) calendar days from application submission.

REPORTING REQUIREMENTS

Grant recipients will be required to submit the following:

- Monthly statistics for the period October 2019 – August 2020 for the data points noted in Eligibility Requirements.
- Interim Project Status Report and Financial Report by May 1, 2020. Reporting templates will be provided.
- Final Project Report and Financial Report within 30 days of project end date.

SUBMITTAL REQUIREMENTS

Applicant must submit the following completed forms via email to the County MAT HMA coach no later than Friday November 1 at 5:00 p.m.

- Application Form
- Project Budget
- Jail Data (minimum July – September 2019)

APPLICATION FOR GRANT FUNDS.
 EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

APPLICATION FORM

Section 1: Entity Information

Entity's Legal Name	
Doing Business As (If Applicable)	
Street Address	
City, State, Zip / Country	
Mailing Address, if Different	
Email Address	
Main Telephone Number	

Section 2: Entity Representatives

Primary Grant Director Individual leading the implementation of this grant in the county		Authorized Signatory Individual authorized to sign on behalf of the applicant entity		Contract Representative Individual responsible for agreement processing and negotiations	
Name		Name		Name	
Title		Title		Title	
Email		Email		Email	
Phone		Phone		Phone	

Section 3: Grant Proposal

Objective: State the specific objective(s) of the proposed activities.

Project activities: State the specific activities that will be funded.

Impact: Describe the precise desired impact of the proposed activities and how many persons in the jail and/or drug courts will gain increased access to MAT as a result of the activities. For activities that involve administering MAT, identify which medications will be used, the target population(s) and the number of people you will try to maintain and/or induct on MAT.

APPLICATION FOR GRANT FUNDS.

EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Project oversight: Describe the oversight of these activities and how the agency and the County MAT in CJ Team will be kept apprised of project development, implementation, and outcomes.

Project Staffing: For any staffing covered by these funds, describe the following for each position

- Permanent, limited term, or contracted
- Hiring and/or contracting timeframes
- % FTE
- If contracted, describe anticipated process and prospective pool of contractors
- Location
- Supervision

Time Line and Milestones

Provide a timeline for the period January 1, 2020 (or sooner) – September 30, 2020 that includes key project activities and milestones.

Sustainability Plan

Describe intent to secure permanent funding for successful activities that arise from this grant.

SIGNATURES

Do you certify that the funding received by your organization from HMA would be allocated solely for the programmatic implementation of the Expanding MAT in County Criminal Justice Systems?

- YES NO

Do you certify that the funding received by your organization from HMA would be allocated solely to increase access to treatment for persons presenting to the jail or drug courts with opioid addiction?

- YES NO

Do you certify that the individuals listed in this application budget (including employees, independent contractors, or third-party contractors) will receive the funding as outlined?

- YES NO

Do you certify that to the best of your knowledge, the information included in this application form, budget form, and back-up documents are complete and accurate?

- YES NO

Name of Authorized Signatory

Signature

Date

APPLICATION FOR GRANT FUNDS.
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

PROJECT BUDGET

Submit budget using the following table format. Add lines as necessary. Refer to sample calculations. Complete the budget narrative below the table.

BUDGET: EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SYSTEMS				
COUNTY NAME:				
PERSONNEL				
Salary				
Position Title	% FTE	Annualized Salary	Number of Months	Project Cost*
Subtotal Salary				
Fringe Benefit Cost				
Position Title	Fringe Rate			Project Cost**
Subtotal Fringe Benefit				
Total Personnel (subtotal salary + subtotal fringes)				
Contractor/ Consultant				
Position Title	Hours/month	Number months	Hourly rate	Project Cost***
Total Contractor/Consultant				

APPLICATION FOR GRANT FUNDS.

EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

Travel Expense Person and travel description	Airfare or mileage	Lodging	Meals and other	Total Travel Cost
Subtotal Travel				
Other Cost				
Supplies				
Equipment				
Other (describe)				
Other (describe)				
Other (describe)				
Subtotal Other				
Indirect	Rate			Project Cost****
TOTAL PROJECT COST^				

* % (FTE x annualized salary)/12 months x # months

Example .8 FTE at \$60,000 per year for 7 months: (.8 x \$60,000)/12 x 7 = \$28,000

** Project cost for salary x fringe rate

Example \$28,000 project cost for example above with fringe rate 32% = \$28,000 x .32 = \$8,960

*** Contractor project cost = hours per month x # months X hourly rate

Example 80 hours per month x 7 months \$ \$125 per hour = \$7,000

**** Indirect cost = Indirect rate X cost to which it is applied

Example = Indirect rate 5% applied to personnel costs of \$130,000 = \$6,500

^ TOTAL PROJECT COST = Total Personnel + Total; Fringes + Total Contractors + Travel + Other + Indirect

Budget Narrative

- For each line in the budget, provide a narrative description of the expense, in reasonable detail.
- For travel expense, provide detail on mileage (reimbursed at state rate of \$0.545 per mile), lodging, meals, cab fare, parking, plane fare, and all other expenses.
- For Indirect, detail the expenses on which indirect costs are applied.

APPLICATION FOR GRANT FUNDS.
EXPANDING ACCESS TO MAT IN COUNTY CRIMINAL JUSTICE SETTING

JAIL DATA

- Applicants must provide data for all lines in the table below, for the period July – September 2019, at a minimum.
- A full year of data is preferred by not required. Add additional columns to report for more than six months.
- If some data elements are not available, enter NA and develop a means of collecting and reporting the element in the future.
- This data will be tracked aggregated and tracked across jails, and no jail identifiers will appear in any use of this data.

JAIL DATA REPORTING TEMPLATE						
COUNTY:	Insert month	Insert month	Insert month	Insert month	Insert month	Insert month
Average daily population						
Intakes						
Intakes requiring detox or monitoring for:						
Alcohol						
Opioids						
Benzodiazepines						
Methamphetamine						
Other						
Withdrawn from methadone						
Withdrawn from buprenorphine						
Withdrawn from naltrexone						
Continued on methadone						
Pregnant						
Not pregnant						
Continued on buprenorphine						
Pregnant						
Not pregnant						
Continued on naltrexone						
Inducted on methadone						
Inducted on buprenorphine						
Inducted on oral naltrexone						
Received Vivitrol injections						
Drug overdose (fatal and nonfatal)						
Units naloxone given to detainees and/or visitors						



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of December 17, 2019 and January 7, 2020.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 12/18/2019
Final Approval - 12/18/2019



County of Inyo



Public Works

TIMED ITEMS - ACTION REQUIRED

MEETING: January 14, 2020

FROM: Trevor Taylor

SUBJECT: Public hearing for approval of a temporary monthly surcharge for Independence Water System users

RECOMMENDED ACTION:

11 A.M. - PUBLIC WORKS - Request Board:

A) Hold a public hearing to receive and consider input on the proposed temporary monthly surcharge for Independence Water Systems; and

B) If the Board finds and determines that it has not received written protests to the proposed surcharge from a majority of the affected parcels, then;

C) Approve and authorize the Chairperson to sign Resolution No. 2020-03, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving a Temporary Monthly Surcharge for Independence Water System Services."

SUMMARY/JUSTIFICATION:

On November 5, your Board approved moving forward with a proposed surcharge for the Independence Water System users, to replenish the emergency fund, and repayment of the Treasury loan for the emergency transmission water main, that is currently in use. Your Board directed staff to take the necessary steps to comply with the Proposition 218 notification process, including providing appropriate notices to property owners outlining the justification, process, and proposed surcharge; as well as scheduling a public hearing at a future Board meeting. This notification was performed and a copy is attached.

To recap; the County needs \$153,928 to replenish its emergency fund and repay the Treasury loan, for the repair of the catastrophic failure of the Independence transmission main. The proposed repayment will be in equal annual contributions for the next five years starting in FY19/20. Therefore, the annual amount to be collected from Independence customers equals \$30,786. The proposed monthly surcharge will depend on the meter size and is calculated using the total number of equivalent meters in the Independence water system. It is recommended that Independence customers pay a surcharge based on meter size, that was outlined in the notification, in addition to their regular water bill to reimburse the fund. It is anticipated that this surcharge will be paid by each customer for 5 years.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

Increase revenue to the Town Water Systems to replenish the Water Systems emergency fund, as well as the repayment of the County Treasury loan for the purchase of the pipe.

ATTACHMENTS:

1. Resolution Independence Surcharge Final Draft
2. Indy Prop 218 Public Hearing Notice

APPROVALS:

Trevor Taylor

Created/Initiated - 1/8/2020

Darcy Ellis

Approved - 1/8/2020

Marshall Rudolph

Approved - 1/9/2020

Michael Errante

Final Approval - 1/9/2020

Christie Martindale

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING
A TEMPORARY MONTHLY SURCHARGE FOR INDEPENDENCE WATER SYSTEM
SERVICES

WHEREAS, the County operates water systems in the towns of Laws, Independence, and Lone Pine, and has historically billed water system customers for services provided based on usage as measured by water meters; and

WHEREAS, the County commissioned a study by Raftelis to analyze the County's rates for water system services and offer recommendations for any rate adjustments; and

WHEREAS, the Raftelis study (entitled "Inyo County Water Department Water Rate Study" and incorporated herein by this reference) recommended that Independence customers pay a temporary monthly surcharge in addition to their monthly water bills. The surcharge will allow the County to replenish the Water Systems emergency/operational fund, as well as the repayment of the County Treasury loan. The proposed monthly surcharge will be dependent upon meter size and calculated using the total number of equivalent meters in the Independence water system; and

WHEREAS, the Board considered those recommendations and directed staff to proceed with workshops and public noticing in order so that the Board could potentially adopt the recommended surcharge; and

WHEREAS, the County mailed written notices regarding the proposed surcharge for town water system services to affected property owners and water system customers in accordance with the requirements of Article XIID, section 6, of the California Constitution, informing them of their rights to protest the proposed rates and provide testimony at a public hearing, which was also duly noticed in the newspaper; and

WHEREAS, the County has conducted the public hearing and has tallied any written protests received, and has determined that it did not receive such protests from a majority of the total number of affected parcels; and

WHEREAS, based on the testimony presented at the public hearing as well as the oral and written staff reports also presented to the Board in connection with the hearing, the Board finds and determines that the surcharge set forth in this Resolution will not exceed the County's reasonable costs of providing the services for which the fees are charged, are not excessive or discriminatory, and that the manner in which those costs are allocated to the fee payers bears a reasonable relationship to the payers' benefits received from the services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo that the schedule of monthly surcharges for Independence town water system services, attached as Exhibit A of this resolution, is hereby approved and the surcharge set forth in that schedule shall be effective February 1, 2020, and shall be added to regular monthly water bills for the period shown on the schedule.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 14th day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson
INYO COUNTY BOARD OF SUPERVISORS

*ATTEST: Clint Quilter
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

EXHIBIT "A"

MONTHLY SURCHARGE FOR INDEPENDENCE WATER SYSTEM
SERVICES*

Meter Size	FY2020-FY2024
5/8 inch	\$6.34
3/4 inch	\$6.34
1 inch	\$10.57
1.5 inch	\$21.13
2 inch	\$33.81
3 inch	\$67.63
4 inch	\$105.67
6 inch	\$211.33



NOTICE OF PUBLIC HEARING ON PROPOSED WATER RATE INCREASES

NOTICE IS HEREBY GIVEN that on **Tuesday, January 14, 2020, at 11:00 a.m.**, a public hearing will be held at the Board of Supervisor's Room in the County Administration Center located at 224 North Edwards, in Independence, California to consider the Independence Water System Users Surcharge. If the proposed surcharge increase is approved, the proposed rate will be effective **February 1, 2020.**

WHY IS THE COUNTY PROPOSING A SURCHARGE?

At the December 19, 2017 Board meeting, Public Works brought forward a report outlining the need for emergency replacement of the Independence water main transmission line. A temporary main transmission line was rented and installed above ground, with a HDPE (High Density Polyethylene) pipe that met all the requirements for use as the permanent buried line. Total construction costs, for the installation, rental and subsequent purchase of the pipe and fittings, totaled \$153,928.

The County needs to replenish the fund that allowed this emergency action, and repay the Treasury loan. The proposed repayment will be in equal annual contributions for the next five years starting in FY 19/20. Therefore, the annual amount to be collected from Independence customers equals \$30,786. The proposed monthly surcharge will depend on the meter size and is calculated using the total number of equivalent meters in the Independence water system.

PROPOSED MONTHLY SURCHARGE FOR INDEPENDENCE CUSTOMERS

Table 1-5 shows the proposed additional surcharge for the Independence water system customers by meter size. The surcharge will not be increased with revenue adjustments or any other escalation factors.

TABLE 1-5:

Meter Size	FY2020 –FY2024
5/8 inch	\$6.34
3/4 inch	\$6.34
1 inch	\$10.57
1.5 inch	\$21.13
2 inch	\$33.81
3 inch	\$67.63
4 inch	\$105.67
6 inch	\$211.33

PUBLIC HEARING AND PROTEST PROCEEDINGS

Any record owner of a parcel or tenant who is a water utility customer may submit a written protest to the proposed surcharge rate change. Written protests may be submitted in person at the Public Hearing or mailed to the Board Clerk at P.O. Drawer N, Independence, CA 93526. Protests must be received before the close of the **January 14, 2020** public hearing. Each protest must clearly identify the property or account (by assessor's parcel number or street address), reference the proposed surcharge rate increase and must include the printed or typed name and signature of the property owner or tenant. To ensure the authenticity of protests, protests cannot be accepted by telephone, e-mail, or social media sites such as Facebook or Twitter. Oral comments at the public hearing will qualify as formal protests of the proposed surcharge rate increase only if accompanied by a written protest as described above. If a majority of the affected property owners or customers submit timely written protests, the County cannot adopt the proposed surcharge increase. The owner or tenant of any property receiving County service may submit a protest. However, only one protest per parcel will be counted. Written protests must be timely submitted, not withdrawn by the owner or tenant, and represent a majority (50% + 1) of the total number of parcels subject to the proposed charge in order to reject the proposed rate increases.

Continued,



NOTICE OF PUBLIC HEARING ON PROPOSED WATER RATE INCREASES

FOR ADDITIONAL INFORMATION

The utility rate study detailing the Water Systems budget and rate derivations that was presented in public meetings as well as the complete report from Raftelis will be emailed to you by request or is available on the County's website at www.inyocounty.us.

The Inyo County Public Works office located at 168 N. Edwards Street, on the second floor will remain open until 6:00 pm on the following dates if you would like to come in with any questions or concerns;

Tuesday, December 3, 2019

Tuesday, December 17, 2019

If you have any questions regarding the proposed increases or how to submit a written protest, contact Katie Paterson, at (760) 878-0208 or kpaterson@inyocounty.us

Si desea recibir este aviso en español, póngase en contacto con Katie Paterson al (760) 878-0208 o por correo electrónico al kpaterson@inyocounty.us



County of Inyo



County Administrator - Risk Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: January 14, 2020

FROM:

SUBJECT:

RECOMMENDED ACTION:

11 A.M. - COUNTY ADMINISTRATOR - Risk Management - Request Board: A) Introduce, read title, and waive further reading of a proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Subsections (B) and (C) of Section 1.28.040 of the Inyo County Code, Pertaining to Delegation of Authority to Compromise or Settle Claims Against the County;" and B) Schedule ordinance for enactment at 11 a.m. Tuesday, January 21, 2020 in the County Administrative Center, Independence.

SUMMARY/JUSTIFICATION:

Chapter 1.28 of the Inyo County Code provides procedures for the presentation of monetary claims against the County, in accordance with applicable state law. Section 1.28.040 of the Code delegates authority to the County's risk manager, county counsel, and county administrator to compromise or settle claims against the County, within certain monetary limits. Specifically, under subsection (B) of Section 1.28.040, the risk manager has \$5,000 of settlement authority but can approve claims of \$10,000 with concurrence of the county counsel, and can approve claims of up to \$15,000 with the concurrence of the county counsel and county administrator. And under subsection (C) of Section 1.28.040, in cases where litigation has been filed, the county counsel can settle the underlying claim in an amount not to exceed \$10,000 with the concurrence of the risk manager, and in an amount not to exceed \$20,000 with the concurrence of both the risk manager and the county administrator. Such limits have not been adjusted in over twenty years. In the meantime, the present value of money has increased. For that reason, as well as policy considerations such as administrative convenience and efficiency, staff recommends increasing those limits as set forth in the proposed ordinance. As proposed, claims of up to \$30,000 could be settled or compromised without Board approval upon concurrence of the risk manager, county administrator, and county counsel (i.e., double the current maximum). Such a higher level of delegated authority would still be well below the maximum amount of delegated settlement authority permitted by applicable state law, which is \$50,000. (Government Code section 935.4). Note that Subsections (B) and (C) contain existing language regarding acceptance of late claims that is being carried forward without change.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to introduce, read title, waive further reading, and schedule enactment of the proposed ordinance. Or the Board could adjust the monetary limits in the proposed ordinance --which is entirely

within the Board's prerogative and discretion -- and introduce, read title, waive further reading, and schedule that revised ordinance for enactment.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A.

ATTACHMENTS:

1. Delegation authority ordinance version 2.0

APPROVALS:

Marshall Rudolph	Created/Initiated - 12/31/2019
Aaron Holmberg	Approved - 12/31/2019
Clint Quilter	Approved - 1/8/2020
Darcy Ellis	Approved - 1/8/2020
Marshall Rudolph	Approved - 1/9/2020
Sue Dishion	Approved - 1/9/2020
Amy Shepherd	Final Approval - 1/9/2020

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING SUBSECTIONS (B) AND (C) OF SECTION 1.28.040
OF THE INYO COUNTY CODE, PERTAINING TO
DELEGATION OF AUTHORITY TO COMPROMISE
OR SETTLE CLAIMS AGAINST THE COUNTY**

WHEREAS, subsections (B) and (C) of Section 1.28.040 of the Inyo County Code delegate authority to the County’s risk manager, county administrator, and county counsel to compromise or settle claims against the County within certain monetary limits that have not been adjusted in over twenty years; and

WHEREAS, based on changes in the present value of money and other policy considerations, the Board wishes to increase such monetary limits.

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE: Subsections (B) and (C) of Section 1.28.040 of the Inyo County Code are hereby amended to read as follows:

“B. The risk manager is authorized to allow, compromise or settle claims and accept applications to present a late claim prior to initiation of any litigation against the county thereon, within the following limitations:

1. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, does not exceed ten thousand dollars, the risk manager, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and
2. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds ten thousand dollars, but does not exceed twenty thousand dollars, the risk manager, with the concurrence of the county counsel, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and
3. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds twenty thousand dollars, but does not exceed thirty thousand dollars, the risk manager, with the concurrence of both the county counsel and the county administrator, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim.

C. The county counsel is authorized to allow, compromise or settle claims and accept applications to present late claims after litigation or suit has been filed against the county thereon, within the following limitations:

1. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, does not exceed twenty thousand dollars, the county counsel, with concurrence of the risk manager, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

2. If the amount to be paid pursuant to the allowance, compromise or settlement of the claim or late claim, if accepted, exceeds twenty thousand dollars, but does not exceed thirty thousand dollars, the county counsel, with the concurrence of both the risk manager and the county administrator, is authorized to allow, compromise or settle such claim and to accept the application to present such late claim; and

3. The authority granted to the county counsel to allow, compromise or settle a claim or late claim within the limitations set forth in subsections (C)(1) and (C)(2) of this section, includes the authority to waive the county’s rights to seek recovery of its costs, including attorneys’ fees, as a condition of any allowance, compromise, settlement or dismissal of a claim or late claim against the county.”

SECTION TWO: SEVERABILITY.

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

SECTION THREE: EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2020, by the following vote:

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

_____, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

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

Agenda

County of Inyo Board of Equalization

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

January 14, 2020

- 1:30 p.m.**
1. **ELECTION OF OFFICERS** – The Board will elect a Chairperson and Vice Chairperson of the Board of Equalization for calendar 2020.
 2. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of November 19, 2019.
 3. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
 4. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2018-20, concerning Assessor Parcel No. 029-030-01, submitted by Gavin Wilkinson.
 5. **ADJOURN**

MINUTES

County of Inyo Board of EQUALIZATION

November 19, 2019

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:30 p.m., on Tuesday, November 19, 2019, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present: Supervisor Rick Pucci, presiding, Jeff Griffiths, and Rick Pucci. Absent: Mark Tillemans and Matt Kingsley.

Approval of Minutes Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to approve the minutes of the Board of Equalization meeting of October 15, 2019. Motion carried unanimously.

Stipulations of Value – Application Nos. 2018-44, 2018-45, 2018-46, 2018-47, 2018-48, 2018-49, 2019-50, 2018-51, 2018-53 (1997 Mary L. Wiley Trust)

Assistant Assessor Tracy Morgan reviewed for the Board the appeals filed on behalf of the 1997 Mary L. Wiley Trust by Mr. Steven R. Scow, noting he had originally filed 69 separate appeals for the parcels located in the Spring Valley Ranches area near Highway 160, south of Pahrump, NV. She said the Assessor's Office was able to address Mr. Scow's concerns on all but these 9 remaining parcels, which sit in a designated flood plain and are not considered desirable for future solar or residential development. She explained the Assessor was in agreement with the appellant's opinion of the value of the parcels, \$1,600 per acre, based on these factors and an appraisal Mr. Scow commissioned for the property. Supervisors questioned the facts upon which the proposed change in value was based, particularly the parcels being described as "mitigation land" and who rightfully makes the determination whether land is desirable for developable or not. The Board came to the consensus that while they were willing to accept the proposed change in value, they were not comfortable with some of the facts as stated in the stipulations themselves. Moved by Supervisor Totheroh and seconded by Supervisor Griffiths to approve as presented the Stipulation Agreements for Assessment Appeal Applications Nos. 2018-44, 2018-45, 2018-46, 2018-47, 2018-48, 2018-49, 2019-50, 2018-51, 2018-53, but note for the record that the Board is not necessarily in agreement with statements set forth in Section 3 of the stipulations describing the ability to develop the property. Motion carried unanimously 3-0, with Supervisors Tillemans and Kingsley absent.

Adjournment The Chairperson adjourned the Board of Equalization meeting at 1:54 p.m.

Chairperson, Inyo County Board of Equalization

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

by: _____
Darcy Ellis, Assistant

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board
 County Administrative Center
 P.O. Drawer N
 Independence, CA 93526
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only
 2018-20

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME
 WILKINSON GAVIN R
 EMAIL ADDRESS
 TO: GAVINW@GMAIL.COM

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)
 BOX 640

CITY LONE PINE	STATE CA	ZIP CODE 93545	DAYTIME TELEPHONE (760) 264-5404	ALTERNATE TELEPHONE ()	FAX TELEPHONE ()
-------------------	-------------	-------------------	-------------------------------------	----------------------------	----------------------

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)
 COMPANY NAME
 CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)
 MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)
 CITY STATE ZIP CODE DAYTIME TELEPHONE ALTERNATE TELEPHONE FAX TELEPHONE

AUTHORIZATION OF AGENT AUTHORIZATION ATTACHED
The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.
The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable) ASSESSMENT NUMBER (if applicable) ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable)
 29.030.01

PROPERTY ADDRESS OR LOCATION DOING BUSINESS AS (DBA), if appropriate
 1 WILKINSON RANCH ROAD

PROPERTY TYPE SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX AGRICULTURAL POSSESSORY INTEREST
 MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____ MANUFACTURED HOME VACANT LAND
 COMMERCIAL/INDUSTRIAL WATER CRAFT AIRCRAFT OTHER: UNDER CONSTRUCTION
 BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	581,400	500,000	RECEIVED INYO COUNTY CLERK OF THE BOARD 2018 AUG 14 PM 2:20 Delivered in person
IMPROVEMENTS/STRUCTURES	285,600	118,318	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	867,000	618,318	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

SUPPLEMENTAL ASSESSMENT

*DATE OF NOTICE: _____ ROLL YEAR: _____

ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT

*DATE OF NOTICE: 1-1-18 **ROLL YEAR: 2018-2019

**Must attach copy of notice or bill, where applicable **Each roll year requires a separate application*

6. REASON FOR FILING APPEAL (FACTS)

See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

1. No change in ownership occurred on the date of _____.

2. Base year value for the change in ownership established on the date of _____ is incorrect.

C. NEW CONSTRUCTION

1. No new construction occurred on the date of _____.

2. Base year value for the completed new construction established on the date of _____ is incorrect.

3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

1. All personal property/fixtures.

2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

1. Classification of property is incorrect.

2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

1. Amount of escape assessment is incorrect.

2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

Explanation (attach sheet if necessary) _____

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

Yes No **NOT PAID YET**

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE

NAME (Please Print)

GAVIN WILKINSON

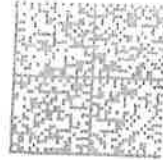
INDEPENDENCE CA

9-14-18

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

Notice of Value January 1, 2018
From the Inyo County Assessor's Office
P. O. Box J, Independence, CA 93526-0609



U.S. POSTAGE PITNEY BOWES

ZIP 93526 \$ 000.35⁰
02 47
0000356664 JUL 30 2018

029-030-01	
LAND	581,400
IMPROVEMENTS	285,600
PERS. PROP.	
FIXTURES	
TOTAL	867,000
Exemptions	0
Net taxable value	867,000

WILKINSON, GAVIN ROSS

PO BOX 640
LONE PINE CA 93545

FACTORED BASE YEAR VALUE 943,731
Maximum Prop 13 value- net is the enrolled
value
1 WILKINSON RANCH RD, ALABAMA
HILLS CA

This is to inform you of the taxable value as of this
date for the tax year beginning July 1, on the property
identified by the Assessor's Parcel Number. See
reverse side for additional information



JULY 2 TO SEPT 15
THIS IS NOT A TAX BILL

EXCEPT AS PROVIDED BY LAW, PROPERTY IN INYO COUNTY IS ASSESSED AT 100 PERCENT OF TAXABLE
VALUE.

Article XIII, Section 1 of the State Constitution requires that property be taxed in proportion to its value.

The taxable values shown on the face of this card — plus any taxable personal property and minus any
exemptions for which you may qualify — will be the basis of your property tax bill for the next tax year.

If you believe your property is worth less than the indicated taxable value, you should first discuss the matter
with the Assessor or a member of his staff. If the Assessor agrees that a reduction in values is proper, he
can adjust the value or if the assessment roll has been completed, aid you in applying to the local Board of
Equalization for relief. A written stipulation may be made and filed with the application to the County Board
of Equalization in accordance with Revenue & Taxation Code Section 1607 which provides that the applicant
for review need not attend the scheduled equalization hearing and testify to the property's value if he and the
Assessor agree as to the value and sign a written stipulation to this effect. The board can either accept the
stipulation or reject it and reset the time of the hearing.

Applications for adjustments in valuation not agreed upon with the Assessor must be filed, in writing, with the
Clerk of the County Board of Equalization, Box N, Independence, CA 93526, between July 2 and September
15. PLEASE CONTACT THE ASSESSOR IF YOU HAVE ANY QUESTIONS CONCERNING ASSESSMENTS.

Please either return this notice or refer to your property's parcel number if you call or write this office.

PLEASE NOTIFY THE ASSESSOR OF ANY CHANGE IN ADDRESS. THE ASSESSOR'S OFFICE IS LOCATED
IN THE COUNTY ANNEX BUILDING, BOX J, INDEPENDENCE CA 93526: TELEPHONE (760) 878-0302, 872-
2702, 876-5559.



EL CAMINO SIERRA

BOARD OF EQUALIZATION COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTHEROH
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

November 22, 2019

Gavin R. Wilkinson
P.O. Box 640
Lone Pine, CA 93545

Re: Assessor Parcel No. 029-030-01

Dear Mr. Wilkinson,

Please be advised that your application appealing the assessed valuation of the above referenced property has been set to be heard by the Inyo County Board of Equalization on January 14, 2020, at 1:30 p.m., in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be

provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

Please note that Inyo County charges \$160 per parcel for written findings of fact. Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526. The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,
Assistant Clerk of the Board

de
xc: David Stottlemire, County Assessor
Marshall Rudolph, County Counsel

**COUNTY OF INYO
BOARD OF
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526
(760) 878-0373
dellis@inyocounty.us

HEARING DATE CONFIRMATION NOTICE

This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

Check one of the boxes below.

I will be present on the scheduled hearing date.

Please bring _____ copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at (_____) _____ - _____.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.

CERTIFICATION

I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.

SIGNATURE 	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

FILING STATUS

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ CORPORATE OFFICER OR DESIGNATED EMPLOYEE