



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA

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

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

REGULAR MEETING

February 11, 2025
8:30 AM

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

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.
- 3) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Tecopa Hot Springs Park and Campground. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Denelle Carrington. Negotiating parties: Inyo County and Tecopa Hot Springs Conservancy. Under negotiation: price and terms of payment.

- 4) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Sierra Club and OVC v. LADWP et. al.* Case No.: S1CVCV01-29768

OPEN SESSION

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

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

CONSENT AGENDA

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

- 9) **Approval of Minutes from the January 21, 2025 Board of Supervisors Meeting**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of January 21, 2025.

- 10) **Letter of Support for Grant Opportunity for Eastern Sierra Avalanche Center**

Clerk of the Board | Darcy Israel

Recommended Action:

Approve and authorize the Chairperson to sign a letter of support for Eastern Sierra Avalanche Center's California State Parks OHV Grant application.

- 11) **Updates to Employee Safety Plans**

County Administrator - Risk Management | Aaron Holmberg

Recommended Action:

Review and adopt updates to the Injury and Illness Prevention Program, the COVID-19 Prevention Plan, the Bloodborne Pathogens Exposure Control Plan, and the Aerosol Transmissible Disease Exposure Control Plan.

12) Memorandum of Understanding between the County of Inyo and Inland Counties Emergency Medical Agency

Health & Human Services | Anna Scott

Recommended Action:

Approve the Memorandum of Understanding between the County of Inyo and Inland Counties Emergency Medical Agency (ICEMA) for the use of County office space one day each week, and authorize the Health & Human Services Director to sign.

13) Quitclaim for 3,000 Square-Foot Parcel on Cardinal Road, APN 014-294-10, to Convey to Aspendell Mutual Water Company

County Administrator | Meaghan McCamman

Recommended Action:

- A) Approve the Quitclaim Deed and Sale Agreement conveying a 3,049 square foot parcel (APN 014-294-10) to the Aspendell Mutual Water Company for the purchase price of \$1.00; and authorize the Chairperson to sign, contingent upon the CEQA review period expiring; and
- B) Find the sale to be exempt from CEQA pursuant to Section 15301 "minor alteration or expansion of existing facilities," and direct staff to file the corresponding notice.

14) Managed Care Plans Anthem and HealthNet Funding Acceptance

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action:

Ratify and approve funding from the County's Managed Care partners, Anthem and HealthNet, to support Community Planning for Health Assessment/Community Health Improvement Plan efforts for the Public Health and Prevention Division of Health and Human Services in an amount not to exceed \$27,000 for the period beginning January 1, 2025 to December 31, 2025 and authorize the Deputy Director of Public Health and Prevention to sign the Grant Agreement and Letter of Agreement.

15) Amendment to the Airport Use License Agreement with United Airlines for Operations at the Bishop Airport

Public Works | Ashley Helms

Recommended Action:

Ratify and approve Amendment No. 1 to the license agreement between the County of Inyo and United Airlines, Inc., with its principal place of business in Chicago, IL, extending the term end date from December 31, 2024 to December 31, 2027, and setting the License Fee for years four through six, and authorize the Chairperson to sign.

16) Request to Reserve Portuguese Joe Campground

Public Works - Parks & Recreation | Michael Errante

Recommended Action:

Approve request from Allan Johnson to reserve all campsites at Portuguese Campground, from Thursday, October 9, 2025 through Sunday, October 12, 2025.

17) Request to Reserve Tinnemaha Campground

Public Works - Parks & Recreation | Jorge Briceno

Recommended Action:

Approve a request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, from June 8 through June 12, 2025.

18) Donation from Moontribe Collective

Public Works - Parks & Recreation | Jorge Briceno

Recommended Action:

Pursuant to Inyo County Code Section 6.26.020, accept a donation of \$7,000 cash from Moontribe Collective to help fund the costs of replacing a pedestrian bridge on behalf of the County.

19) Road Closure for Four Point Engineering - Encroachment Permit

Public Works | Michael Errante

Recommended Action:

Approve the temporary closure of See Vee Lane just north of State Route 168 West to allow Four Point Engineering to install a new sewer main across See Vee Lane on February 14, 2025.

20) Office of Traffic Safety Grant

Sheriff | Lindsey Stine

Recommended Action:

Authorize the submittal of the Office of Traffic Safety FY 2025-2026 grant program application.

21) Off-Highway Vehicle Grant Application and Resolution

Sheriff | Lindsey Stine

Recommended Action:

Approve Resolution No. 2025-05, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

REGULAR AGENDA - MORNING

22) Change in Authorized Strength - District Attorney

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

Recommended Action:

Change the Authorized Strength in the District Attorney's Office by adding one (1) Deputy District Attorney I-IV at Grade 17 - 22 (\$7,661.89 - \$12,705.23) and deleting one (1) Senior Deputy District Attorney at Grade 22 (\$9,778.73 - \$12,705.23).

23) Cybersecurity Update and Authorization to Secure Managed Security Provider Services

County Administrator - Information Services | Abhilash Itharaju
15 minutes

Recommended Action:

- A) Receive presentation from the Information Services department on the County's current cybersecurity posture and roadmap;
- B) Declare eSentire, Inc., of Canada, the winning bidder of an Inyo County Cybersecurity Request for Proposals, a provider of Managed Security Services for the County of Inyo;
- C) Approve the agreement between the County of Inyo and eSentire, Inc., for the provision of Managed Security Services in an amount not to exceed \$90,314.50 per year for a period of three years (i.e., not to exceed \$270,943.50 over the course of three years), with recurring expenses to begin no earlier than February 11, 2025, contingent upon the Board's approval of future budgets; and
- D) Authorize the Chief Information Officer to sign the agreement and order form.

24) Project Management Office Overview, Project Portfolio Review, 2025 Priority Setting, and 2025 Legislative Platform Update

County Administrator | Nate Greenberg, Meaghan McCamman
1¼ hour (30min. Presentation / 45min. Discussion)

Recommended Action:

Provide feedback and direction to staff as appropriate and related to overall direction, project prioritization, as well as content included within the 2025 Legislative Platform.

25) Amendment 4 to the Agreement with Lochner for Airport Engineering Services

Public Works | Ashley Helms
5 minutes

Recommended Action:

Ratify and approve Amendment No. 4 to the agreement between the County of Inyo and Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$459,512, and authorize the Chairperson to sign.

LUNCH

- 26)** The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

27) Emergency Medical Care Committee Workshop

Health & Human Services - Health/Prevention | Anna Scott
1¼ Hour (30min. Presentation / 45min. Discussion)

Recommended Action:

Receive a presentation from the Emergency Medical Care Committee (EMCC) and provide direction to staff, as appropriate.

ADDITIONAL PUBLIC COMMENT & REPORTS

28) Public Comment

Comments may be time-limited

29) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 30) Auditor-Controller** - In accordance with Government Code section 26920, an actual count of money in the hands of the treasurer made on February 3, 2025.



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-74

Approval of Minutes from the January 21, 2025 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of January 21, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 1/31/2025
Final Approval - 1/31/2025

ATTACHMENTS:

1. Draft January 21, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

January 21, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on January 21, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser, and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session Public Comment

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Marcellin recessed open session at 8:33 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington; and No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:07 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and said that no action was taken during closed session that is required to be reported.

CSAC Leadership Academy Graduation

CAO Greenberg provided an overview of the California State Association of Counties Leadership Academy and introduced CSAC Chief Executive Officer Graham Knaus and Chief Operations Officer Paul Danczyk, who conducted a graduation ceremony for the following County employees who participated in the program: Water Director Holly Alpert; Assistant Sheriff Tim Bachman; HHS Program Integrity Manager Lori Bengochia; HHS Deputy Director Melissa Best-Baker; Probation Manager Penni Brown; HHS Assistant Director Gina Ellis; Public Works Director Mike Errante; Payroll Manager Kortni Girardin; Public Works Deputy Director for Airports Ashley Helms; Risk Manager Aaron Holmberg; Assistant Chief Information Officer Abhilash Itharaju; Office Technician Janice Jackson; Probation Operations Analyst Krystal Leonard; Undersheriff Juan Martinez; Hazardous Materials Manager Richard Medina; Senior Management Analyst Breanne Nelums; Assistant Personnel Director Keri Oney; Environmental Health Director Jerry Oser; Environmental Health REHS Sarah Peterson; Deputy Public Works Director for Roads Shannon Platt; Administrative Analyst Riannah Reade; Network Analyst Rochelle Romo; Chief Information Officer Noam Shendar; Sergeant Mark Smith; Building Technical Official Tyson Sparrow; Assessor David Stottlemire; HHS Deputy Director Stephanie Tanksley; Emergency Manager Mikaela Torres, County Counsel John-Carl Vallejo, HHS FIRST Supervisor Jody Veenker; Senior Planner Danielle Visuano; HHS Deputy Director Morningstar Wagoner, and Deputy Chief Probation Officer Julie Weier.

Board members congratulated staff as they came up to the front of the room to receive a

certificate of completion and lapel pin and pictures were taken to commemorate the proud moment for Inyo County.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 10:23 a.m. and reconvened the meeting at 10:25 a.m. with all Board members present.

Employee Service Recognition

The Board recognized the following employees who reached service milestones during the Fourth Quarter of 2024, many of whom were in attendance to receive their commemorative pins:

- Larry Freilich, 15 years; and Meredith Jabis, 5 years – Water Department
- Breanne Nelums, 20 years; Brandon Bardonnex, 15 years; Marcus Warner, 5 years; and Gael Hueso Beltran, 5 years – Public Works
- Kristen Pfeiler, 5 years – County Administration
- Kenneth Bigham, 10 years – Sheriff
- Katelyn Lent, 5 years – Health & Human Services
- Kortni Girardin, 10 years – Auditor-Controller
- Julie Weier, 30 years – Probation Department

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley and Trevor Warner.

*CAO –
California State
Association of Counties
Update*

CSAC Chief Executive Officer Knaus delivered an overview presentation which highlighted the advocacy role of the CSAC organization and the many facets of representation it offers for both rural and urban California counties. Knaus recognized Supervisor Griffiths' position as the CSAC President, thanked him for his incredible service to the agency, and presented him with a Challenge Coin.

Supervisor Griffiths announced that Supervisor Orrill had recently been nominated for the California Counties Representative for the Office of Emergency Services, Homeland Security.

Board members thanked CEO Knaus and COO Danczyk for making the trip to Inyo County.

*CAO-Emergency
Services –
CalOES Region VI
Coordination Update*

The Board received a presentation from Big Pine Fire Chief Damon Carrington on Region VI Coordination with CalOES and provided data on the various mutual aid fire calls that Inyo volunteer firefighters have responded to within the last year. Carrington provided an anticipated forecast of the upcoming fire season and explained some of the challenges fire personnel are currently facing throughout the state.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 12:02 p.m. and reconvened the meeting at 12:36 p.m. with all Board members present.

*County Department
Reports*

Auditor-Controller Amy Shepherd provided updates on the ongoing conversion to the property tax system (Aumentum).

Emergency Services Manager Mikaela Torres did a walk-through presentation on updates made to the ReadyInyo website and said preliminary planning has begun for an "Animals in Disaster" workshop. Torres and Deputy Public Works Director of Airports Ashley Helms, reported on a recent mock plane crash training that was held in Mono County and said both she and Helms have been working closely with Risk Management and County Council to create similar training for Inyo County.

Helms remained at the podium to share information about the purchase of a new mower for the Lone Pine Airport and said it was made possible by a generous donation made to the local non-profit group "Friends of the Lone Pine Airport."

Public Works Director Mike Errante announced that repairs to Whitney Portal Road are in the final stages this week and said he expects the road to re-open on Saturday. Errante thanked citizens for their patience, contractors and staff for their hard work, and Central Federal Lands Highway Division and Caltrans for their assistance with the project. Supervisor Marcellin requested the timely removal of construction and detour signage to accommodate residents who have been affected by the project for the last sixteen months.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of January 7, 2025, and the special meeting of January 14, 2025. Motion carried unanimously.

*Clerk of the Board –
Inyo Fish & Wildlife
Commission Letter*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize the Inyo County Fish & Wildlife Commission to send a letter to the California Fish and Game Commission regarding the impact of mountain lions on the local mule deer and bighorn sheep population. Motion carried unanimously.

*CAO –
Donation of Surplus
Items*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Declare items listed in Attachment A surplus and no longer needed for County use; and
- B) Approve the donation of said items to Inyo-Mono Association for the Handicapped (IMAH) pursuant to Government Code Section 25372.

Motion carried unanimously.

*CAO-Emergency
Services –
2024 Homeland
Security Grant
Application/
Reso. #2025-02*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the submittal of the Federal Fiscal Year 2024 HSGP Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Board Resolution No. 2025-02;" and
- B) Authorize the Chairperson to sign the addendum letter.

Motion carried unanimously.

*CAO-Emergency
Services –
2024 Emergency
Management
Performance Grant
Application/
Reso. #2025-03*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Approve the submittal of the Fiscal Year 2024 EMPG Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving the "Governing Body Resolution (No. 2025-03);" and
- B) Authorize the Chairperson to sign the resolution and resolution addendum letter.

Motion carried unanimously.

*Planning Department –
Fifth District Planning
Commissioner
Appointment*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to appoint Mr. Aaron Cassell as the Fifth District Planning Commissioner, to serve a four-year term ending January 4, 2029. Motion carried unanimously.

*Treasurer-Tax
Collector –
Investment Authority/
Reso. #2025-04*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2025-04, titled, "A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code," and authorize the Chairperson to sign. Motion carried unanimously.

*Treasurer-Tax
Collector –
2025 Statement of
Investment Policy*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to review and approve the 2025 Statement of Investment Policy and direct any questions to the County Treasurer. Motion carried unanimously.

*Clerk of the Board –
Lone Pine Fire District
Board of Directors
Appointments*

Chairperson Marcellin allowed Supervisor Wadelton to introduce the item. Wadelton noted that applicant Marian Elton-Seiter was present and she introduced herself to the Board.

Moved by Supervisor Wadelton and seconded by Supervisor Orrill to appoint Clark Trowell and Valerie Diggs to the Lone Pine Fire Protection District Board of Directors so that it may achieve a quorum and subsequently fill the rest of its vacancies. Motion carried unanimously.

*CAO – TOT Fund MOU
with SIFPD*

CAO Greenberg provided background on the Transient Occupancy Tax District Improvement Fund and the recommendations made for District 5 prior to Supervisor Kingsley's retirement. Supervisor Wadelton expressed his support of the MOU and payment, as well as excitement for the Southern Inyo Fire Protection District.

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to:

- A) Approve the Memorandum of Understanding between the County of Inyo and Southern Inyo Fire Protection District for the purpose of allocating the Transient Occupancy Tax District Improvement Fund; and
 - B) Authorize the payment of \$100,000.00 to the Southern Inyo Fire Protection District.
- Motion carried unanimously.

**CAO-Personnel –
ICCOA MOU**

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve the November 1, 2024, through October 31, 2027 Memorandum of Understanding between the County of Inyo and Inyo County Correctional Officer Association (ICCOA). Motion carried unanimously.

**CAO –
Regional Housing
Needs Assessment
Contract and Cost-
Sharing MOU**

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Approve the cost-sharing agreement between the County of Inyo and Mono County, the City of Bishop, the Town of Mammoth Lakes, and the Eastern Sierra Council of Governments, authorizing the County of Inyo to Enter and Administer a Contract for the Preparation of a Regional Housing Needs Assessment and Action Plan and Providing for Reimbursement to the County of Inyo for the Cost Thereof, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- B) Approve the contract between the County of Inyo and BAE Urban Economics of Berkeley, CA, for the provision of a Regional Housing Needs Assessment and Action Plan in an amount not to exceed \$193,175 for the period of January 21, 2025 - June 30, 2026, and authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

**Board Member & Staff
Reports**

CAO Greenberg sent thoughts and prayers to those affected by the wildfires in Southern California and noted that the situation has prompted recent conversations on how to better prepare Inyo in the event of a similar disaster. Greenberg said he attended an Emergency Medical Care Committee Meeting and had meetings with the Board's new appointment to the Rural Fire District, Gavin Delmas, Eastern Sierra Council of Government Director Elaine Kabala, and Senator Padilla's field representative, Margaret Arechiga. Greenberg said he will provide an emergency medical services update at the next Board meeting on February 11.

County Counsel Vallejo informed the Board that the Great Basin Pollution Control District is in the process of hiring a new Executive Director and said there have been discussions about the possibility of an amended agreement with County Counsel, which would allow for the provision of general counsel legal services. Vallejo said that should this occur, the Board will see an agenda item for it.

Supervisor Griffiths said he attended meetings for the Local Agency Formation Commission and Bishop City Council and traveled to Washington, D.C. and Sacramento to discuss state budget impacts due to the recent wildfires.

Supervisor Orrill thanked Senator Padilla's field representative, Margaret Arechiga, for visiting Inyo, reminded attendees that there are still vacancies on the Eastern Sierra Area Agency on Aging Committee, and said she will be holding her first quarterly community meeting on January 27.

Supervisor Wadelton said he visited with constituents in Death Valley and the Furnace Creek area, traveled to Shoshone to watch the premier of a locally produced documentary, toured Lone Pine with Senator Padilla's field representative and visited Lone Pine Airport. Wadelton provided information on animal shot clinics in the Fifth District.

Supervisor Roeser shared information on an upcoming meeting with Emergency Manager Torres on Public Safety Power Shutoff and another meeting for the Fish & Game Commission.

Supervisor Marcellin said he attended a Local Transportation Commission meeting.

Adjournment

The Chairperson adjourned the meeting at 1:50 p.m. to 8:30 a.m. Tuesday, February 11, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-72

Letter of Support for Grant Opportunity for Eastern Sierra Avalanche Center

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Assistant Clerk of the Board

ITEM PRESENTED BY

Darcy Israel

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter of support for Eastern Sierra Avalanche Center's California State Parks OHV Grant application.

BACKGROUND / SUMMARY / JUSTIFICATION:

For the sixth year, Eastern Sierra Avalanche Center (ESAC) is applying for the California State Parks OHV Grant to support its education and outreach to motorized users to promote safe winter recreation and avalanche awareness.

Through this grant, ESAC hopes to fund better avenues to reach and engage the OHV community with the following:

- Daily Winter Avalanche Advisories and Snowpack Summaries
- Education and Awareness Events
- Public Outreach, Marketing, and Advertising Campaigns
- Website and Online Resources

The grant period would run from September 2025 through August 2026. ESAC has received funding the past five years it has applied for this grant.

For full transparency: the County Administrative Officer serves on the ESAC Board. He was not involved in the creation of this agenda item.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to approve the letter or request changes. Declining support for the organization's grant application is not recommended, as ESAC provides critical, life-saving services to residents, visitors, and even Inyo County's own Road Division crews.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Darcy Israel	Created/Initiated - 1/31/2025
Darcy Israel	Approved - 1/31/2025
Denelle Carrington	Final Approval - 2/3/2025

ATTACHMENTS:

1. Letter of Support for Eastern Sierra Avalanche Center Grant Application 02.11.25
2. Eastern Sierra Avalanche Center OHV Grant Info



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



February 11, 2025

Jenn Grady, Grants Manager
Grants and Cooperative Agreements Program
California State Parks, Off-Highway Motor Vehicle Recreation Division
715 P Street,
Sacramento, CA 95814

Dear Ms. Grady,

Inyo County supports Eastern Sierra Avalanche Center (ESAC) and their OHV Avalanche Advisory, Awareness and Outreach Project to provide the following services:

- Daily Winter Avalanche Advisories and Snowpack Summaries
- Education and Awareness Events
- Public Outreach, Marketing, and Advertising Campaigns
- Website and Online Resources

Inyo County is a destination for OHV/OSV users and includes hundreds of square miles of open areas available to motorized users. Much of this open area used by OHV/OSV users is located in and around avalanche terrain. OHV/OSV users in Inyo County will directly benefit from ESAC's outreach and education efforts.

In addition to providing daily avalanche advisories and weather resources, ESAC offers free avalanche awareness and education events for the public, avalanche awareness education specifically for local agencies, and provides public outreach, marketing, and advertising promoting safe winter travel and recreation. ESAC's daily avalanche advisories and education opportunities are utilized by local agencies including Inyo County Sheriff's Department, Inyo County Search and Rescue, Inyo County Public Works Road Division, California Highway Patrol, as well as numerous local guiding outfits and businesses.

ESAC's operations and future goals are consistent with Inyo County's intent to encourage safe winter recreation and travel amongst OHV/OSV users for residents, visitors, and local agencies alike. Inyo County supports ESAC's OHMVR Education & Safety grant application to continue developing their services for OHV/OSV users.

Sincerely,

Scott Marcellin, Chairperson
Inyo County Board of Supervisors



ESAC OHV Grant

OHV Avalanche Advisory, Awareness and Outreach Project

Eastern Sierra Avalanche Center (ESAC) is a community-supported 501(c) (3) nonprofit organization with the mission to inform and educate the public on avalanche conditions in the backcountry of the Eastern Sierra Nevada of California. ESAC operates in partnership, under a Memorandum of Agreement, with the United States Forest Service (USFS) Inyo National Forest to document the cooperation between the parties to provide avalanche advisories, weather information, and avalanche education for a broad range of user groups to promote safe winter recreation in the Inyo National Forest. ESAC's daily winter avalanche advisories and other informational and educational resources are established critical resources for the public as well as local agencies and organizations.

ESAC proposes to continue to maintain the OHV Avalanche Advisory, Awareness and Outreach Project (Project) to directly reach out, promote, and engage with winter OHV users in the ESAC forecast area. The project will directly focus on promoting ESAC's mission with winter OHV users, and inform and educate OHV users on avalanche conditions in the backcountry of the Eastern Sierra Nevada of California.

Daily Winter Avalanche Advisories and Snowpack Summary

ESAC will produce and disseminate a daily avalanche advisory to inform winter OHV users on avalanche conditions in the backcountry of the Eastern Sierra Nevada mountains of California. The advisory also functions to educate OHV users and can be used as an informative tool to help OHV users learn and develop an understanding of and the ability to identify avalanche hazards. To produce a daily winter avalanche advisory, ESAC employs 4 full-time Avalanche Forecasters during the winter to collect field-based snowpack, weather and avalanche observations, record data, review and analyze current and forecasted weather conditions, and interpret technical information to assign danger ratings, identify specific avalanche problems, and write clear and concise avalanche advisory text discussion. The daily winter avalanche advisories are an essential tool for OHV users. In the early and late season, snowpack summaries with no danger rating will be provided.

Education and Awareness Events

ESAC will organize, promote and lead a minimum of four free avalanche awareness presentations for OHV users. Events will be 1-2 hours in length. The events will occur in different communities through the ESAC forecast area and may be conducted in an indoor

classroom setting or in the field. Additionally, these events may be recorded and archived on the ESAC website for future viewing (when resources are available). The information and curriculum provided at the awareness events will follow American Avalanche Association (A3) guidelines. Topics will include: how to read the advisory, gear and safety equipment, trip plans, terrain, risk management, and available resources. Current educational material will be provided to the participants.

Public Outreach, Marketing, and Advertising Campaigns

ESAC plans to develop and expand its OHV public outreach program to help provide direct information and education to winter OHV users. As part of the public outreach, ESAC Forecasters will make direct contact with winter OHV users in the field and provide safety information and will also provide safety messaging to OHV users at community and ESAC events.

ESAC will market, advertise, and promote available OHV-specific resources for backcountry OHV users to land managers and at community events. Specific products include daily winter avalanche advisory emails as well as a winter monthly newsletter to further distribute messages, events, and information. ESAC will continue to develop and implement a social media campaign, with specific OHV safety content, to promote and engage the OHV user group on the Eastern Sierra to inform them of the daily advisories, awareness events, other educational opportunities, and information regarding other winter and avalanche-related safety resources. ESAC will work with the Inyo National Forest to develop content for OHV-specific information signage for placement at OHV trailheads. Current educational materials targeting OHV users will be distributed events, public agency visitor centers, and at local/regional power sports shops.

Website and Online Resources

ESAC's website (www.esavalanche.org) and daily emails are essential for making ESAC's daily avalanche advisory and other resources available to OHV users. Additionally, ESAC continues to develop OHV content for our OHV avalanche awareness specific webpage including an OHV avalanche awareness safety video for use on the website and social media. Other work that will benefit OHV users of the website will include updating general content, general maintenance, security/software/bug fixes, improving email and newsletter distribution, and enhancing and ensuring mobile compatibility and usability. These tasks will ensure necessary updates to safety information and other available resources are available and distributed to OHV winter users.



INYO COUNTY BOARD OF SUPERVISORS

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ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-11

Updates to Employee Safety Plans

County Administrator - Risk Management

ACTION REQUIRED

ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Review and adopt updates to the Injury and Illness Prevention Program, the COVID-19 Prevention Plan, the Bloodborne Pathogens Exposure Control Plan, and the Aerosol Transmissible Disease Exposure Control Plan.

BACKGROUND / SUMMARY / JUSTIFICATION:

These four safety plans are reviewed annually as required to ensure compliance and sufficient effectiveness for the prevention of injury and illness of county employees. Updates were made in language, coverage, and titles of employees required to receive annual training. These updates support county employees and clarify application and required training for the subject matter addressed by each plan.

FISCAL IMPACT:

There is no direct fiscal impact to updating these safety plans.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to accept the recommended updates. This is not recommended as some updates relate to Cal/OSHA requirements and other updates are suggested updates by employee units working in cooperation with the Risk Manager.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Joint Labor Management Health and Safety Committee and the Leadership Team.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees
High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government
High Quality Services | Improved County Facilities

APPROVALS:

Aaron Holmberg

Created/Initiated - 1/7/2025

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Nate Greenberg

Approved - 1/10/2025
Approved - 1/23/2025
Approved - 1/23/2025
Approved - 1/24/2025
Final Approval - 1/31/2025

ATTACHMENTS:

1. Updated COVID-19 Prevention Plan
2. Updated Bloodborne Pathogens Exposure Control Plan
3. Updated Aerosol Transmissible Disease Exposure Control Plan
4. Update to Injury and Illness Prevention Program with Attachments

County of Inyo

COVID-19 Prevention Procedures

A temporary addendum to the
Injury and Illness Prevention Program



Updated January 2025

Last adopted by Board of Supervisors 3/21/2023 with 2023-3546

Health and Safety Committee approved 01/23/2025

Pending Board review in February 2025

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I. Introduction

COVID-19 is recognized hazard in the workplace. The County of Inyo COVID-19 Prevention Procedures (hereafter CPP) are designed to reduce and control work-related exposure by County employees and volunteers to the SARS-CoV-2 virus (severe acute respiratory syndrome coronavirus 2) that causes COVID-19 (Coronavirus Disease 2019) that may occur in County workplaces.

This plan applies to all employees and places of employment except: (a) work locations with one employee who does not have contact with other persons; (b) employees working exclusively from home; (c) employees when subject to the Inyo County Aerosol Transmissible Disease plan (<http://inyocounty.us/ATD>); and (d) employees working remotely from a location of the employee's choice and control. Nothing in this document is intended to limit more protective or stringent state, local or departmental mandates or guidance.

This document updates the established, implemented, effective, and written Inyo County CPP to the COVID-19 Prevention Non-Emergency Regulations (California Code of Regulations, Title 8, section 3205-3205.3), which took effect February 3, 2023, replacing previous versions and notices from the California Department of Industrial Relations, California Public Health Department, and from local health officials. This update supersedes multiple memos from 2020, four rule update email blasts (2/16/22, 3/1/22, 4/2/22, and 6/23/22), various site-specific measures (if they conflict with this update), and six previous Board-adopted CPP versions (1/4/2021, 6/21/2021, 8/03/2021, 12/01/2021, 1/14/2022, and 3/21/2023), since COVID began. Communication has been key to our successes in controlling employee case counts. The most recent version of the CPP is always available on the Safety intranet page. A printed copy is available with a five-day notice from an employee's Department Head or from either personnel office. CCR, Title 8 sections 3205 through 3205.3 apply until February 3, 2025, except for the recordkeeping subsections 3205(j)(2) through (3), which apply until February 3, 2026.

II. Authority and Responsibility

The County Administrative Officer (CAO) has the ultimate authority over all safety programs, plans, and procedures. The CAO has delegated oversight, coordination, and maintenance of the CPP to the Risk Manager. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the procedures in a language they understand.

All employees are responsible for using safe work practices, assisting in maintaining a safe work environment, reporting hazards, and complying with all directives, policies, and procedures, as a condition of employment. An individual's behavior can compromise the health of others, as some persons may be contagious but asymptomatic; therefore, **employees are expected to practice, and will be held accountable for practicing, the measures outlined in this CPP** as well as related guidance and instruction.

Employees and their authorized representatives continue to be encouraged to contribute to prevention, and their input continues to be welcomed and appreciated. Employee leaders participate in the prevention or reduction of the spread of COVID-19 principally by practicing good personal hygiene and by staying home when they are sick. The Anonymous comments and reports are welcome at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.

While at work, you may ask whether someone is vaccinated in order to assess your own risk, but you may not share that information with anyone else. The person may decline to answer.

You may **not** ask the purpose or reason behind a coworker's decision to be or not to be vaccinated. Disciplinary and discriminatory actions, including harassment or bullying, are not permitted regarding vaccination status, testing, the wearing of face coverings, or the practice of social distancing. The protection includes vaccinated, unvaccinated, and those who decline to state their vaccination status.

III. Definitions

CLOSE CONTACT: Determination of close contact status is dependent on the size of the indoor space. For indoor spaces of 400,000 cubic feet or fewer, a close contact is defined as sharing the same indoor airspace as a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during a COVID-19 case's infectious period. There is no discount for wearing a face covering. The Clint Quilter Consolidated Office Building in Bishop is 42,000 square feet with nine-foot ceilings on both floors, so the indoor air space is just below the 400,000 cubic feet threshold. The Sheriff Admin/Jail building in Independence is 36,296 square feet is bifurcated but has areas with very high ceilings, causing the structure to be close to or over the 400,000 cubic feet of indoor space; however, most of the jail is covered by the Aerosol Transmissible Disease Exposure Control Plan and not the CPP. We have no other county indoor employee locations close to the 400,000 cubic feet threshold. The Reach Hangar at the Bishop Airport is 26,000 square feet with ceilings far in excess of eleven feet, so that location exceeds 400,000 cubic feet of indoor air space, and our employees regularly visit that location to retrieve our firetruck. For the Reach hangar, a close contact is someone who is within six feet of a COVID-19 case for a cumulative total of 15 minutes or more over a 24-hour period during the COVID-19 case's infectious period, and our personnel are rarely in the hangar for that long.

INFECTIOUS PERIOD: Effective January 9, 2024, per CDPH, "infectious period," applies as follows: For COVID-19 cases with symptoms, it is a minimum of 24 hours from the day of symptom onset. COVID-19 cases may return if 24 hours have passed with no fever, without the use of fever-reducing medications, and their symptoms are mild and improving, OR for COVID-19 cases with no symptoms, there is no infectious period for the purpose of isolation or exclusion. If symptoms develop, the criteria above will apply.

OUTBREAK: Effective June 23, 2023, CDPH has adopted the following definition of "outbreak," which now applies to the COVID-19 Prevention regulations: at least three COVID-19 cases within an exposed group during a seven-day period. The definition of "outbreak" will change if CDPH again changes its definition in a regulation or order.

IV. Application of the Injury and Illness Prevention Program (IIPP)

Inyo County is committed to communicating information about COVID-19 hazards, policies, and procedures to employees. COVID-19 is a recognized hazard in our workplace that is addressed through our IIPP, which will be effectively implemented and maintained to ensure the following:

1. All persons in our workplace are treated as potentially infectious, regardless of symptoms, vaccination status, or negative COVID-19 test results when determining measures to prevent COVID-19 transmission and identifying and correcting COVID-19 hazards in our workplace. COVID-19 is treated as an airborne infectious disease. Applicable State of California and County of Inyo Public Health Department orders and guidance will be reviewed when determining measures to prevent transmission and identifying and correcting COVID-19 hazards. COVID-19 prevention controls include remote work, physical distancing, reducing population density indoors, moving indoor tasks outside, implementing separate shifts and/or break times, and restricting access.

We have tools to assist in this process, such as “Appendix A: COVID-19 Hazard Identification form,” and “Appendix B: COVID-19 Inspections,” though the forms themselves are not required so long as the effects are made. Unsafe and unhealthy work conditions, practices, or practices are documented and corrected in a timely manner based on the severity of the hazards identified. Individuals who identify gaps in controls that can correct those controls immediately should do so. If corrections could adversely involve coworkers, then the chain of command should be consulted. Other corrections will follow the work order system, and Risk should be notified for additional assessment and follow-up.

2. Employees are trained and instructed on COVID-19 prevention. The first training was in 2020. Prevention instruction is provided to new employees, to employees in new roles which may involve new COVID-19 hazards, and whenever new COVID-19 hazards are introduced or recognized. Supervisors familiarize themselves with the COVID-19 hazards to which employees under their immediate direction and control may be exposed and directly address preventative measures.

Employees are reminded of these special points:

- Do not come to work if you are sick.
 - You are asked to report your positive test result to Personnel at 760.878.0377.
 - Wear face coverings when required to do so.
 - Face coverings are available for free to employees for use while working regardless of vaccination status and without fear of retaliation.
 - Instruction on how to use a face covering properly is available.
 - Respirators such as N95s are more effective at preventing COVID-19, an airborne illness. If you wish to wear an N95, proper fit is important, and facial hair interferes with the seal.
 - Free COVID-19 self-tests are available from Personnel to employees in exposed groups.
 - Employees are encouraged to participate in identification of COVID-19 hazards.
 - Employees can get information regarding COVID-19-related benefits to which they may be entitled under applicable federal, state, or local laws, including workers' compensation, from Personnel at 760.878.0377. COVID cases are sent this information.
 - COVID-19 is an infectious disease that can be spread through the air.
 - A person infected with COVID-19 may have no symptoms.
 - Particles containing the virus can travel more than six feet in smaller indoor spaces, so multiple protective techniques may be used to maximize one's protection from the virus.
 - Frequent hand washing with soap and water for at least 20 seconds is important because you can move an infectious particle that you picked up on your hands to your face, nose, or mouth and thereby infect yourself.
3. Employees are encouraged to report COVID-19 symptoms without fear of reprisal and to stay home when ill. All personal identifying information of COVID-19 cases or symptoms will be kept confidential. When Personnel and Risk Management are made aware of a COVID-19 case in the workplace, the procedures in Appendix B are followed and documented. Risk investigates reports of hazards in the workplace, case volumes, handling certain reporting, and coordinates enhanced responses.

Upon receiving a self-report of a positive COVID result or diagnosis, Personnel:

- a) Asks the self-reporting employee the questions in Exhibit C.
- b) Excludes the employee from the workplace following the current CDPH protocols.
- c) Provides information and answers questions regarding where to get a copy of the CPP, nondiscrimination information, local public health guidance and CDPH protocols, Inyo County leave policies and leave guaranteed by contract, and benefits that may be available under FMLA, CFRA, short term disability, sick or unpaid leave, and, if applicable, workers' compensation.
- d) Emails a written exclusion notice to the employee's personal and work email addresses with an electronic copy to Risk (for later stages in the process), to the employee's department head (for time away notification), and to the employee's authorized representative (per LC 6409.6). Personnel may also mail a printed copy of the notice to the employee's address on file.

Risk does the following upon receipt of a completed Exhibit C from Personnel: Adds case to confidential log, performs required reporting, determines whether threshold is met for 3205.1 or 3205.2, distributes AB2693 notices for posting, evaluates and advises on exposure controls, and continues to evaluate and address exposure over subsequent days in cooperation with Department and Personnel.

4. Personnel may exclude a COVID-19 case from the workplace in compliance with 3205.1. A COVID-19 case who does not develop COVID-19 symptoms will not return to work during the infectious period. A COVID-19 case who develops COVID-19 symptoms will not return to work during the shorter of either their infectious period or through 10 days after the onset of symptoms and at least 24 hours have passed since a fever of 100.4 degrees Fahrenheit or higher has resolved without the use of fever-reducing medication. Upon excluding an employee from the workplace based on COVID-19 or a close contact, the Personnel office will provide excluded employees information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes benefits available under legally mandated sick leave, workers' compensation law, local governmental requirements, and Inyo County leave policies and leave guaranteed by contract.
5. Regardless of vaccination status, previous infection, or lack of COVID-19 symptoms, a COVID-19 case must wear a face covering in the workplace until 10 days have passed since the date that COVID-19 symptoms began or, if the person did not have COVID-19 symptoms, from the date of their first positive COVID-19 test.

V. Testing of Close Contacts

Personnel has COVID-19 self-test kits available upon request at no cost, during paid time, for use by employees notified by postings or directly by telephone or in writing of a potential workplace exposure to COVID-19. Postings indicate this information. Risk may assist in distribution. There may be other locations to obtain free COVID-19 testing, and County Administration may share this information liberally, though Personnel is the official source for such tests in the event an employee is notified of a potential exposure. If you are eligible for a test kit, please call Personnel ahead before coming to collect your kit.

Testing is also made available weekly during outbreaks or biweekly during major outbreaks via self-test kits or referral to PCR testing locations. Locations covered by the Aerosol Transmissible Disease Exposure Control Plan (and therefore not the CPP), may have different

testing administration protocols during the times and for the tasks that that plan as in effect. Returned cases (employees who have returned to work following a period of exclusion due to COVID), and those who were not exposed, are not required to be offered free tests, though Personnel may offer test kits to these employees while surplus supplies last.

Personnel provides the following information or similar, to employees who had or may have had close contact with a COVID-19 case in the workplace upon distributing COVID test kits:

This is a free self-test kit for employees from Personnel. Inyo County takes employee safety seriously. See the Covid-19 Prevention Procedures at <https://inyocounty.us/cpp>. Employees affected by a COVID-19 exposure may be eligible for certain benefits. Employees are asked to report a positive COVID test or diagnosis to Personnel. You may ask your supervisor about free masks for use at work, social distancing, and if a temporary remote work period is an option. Call Personnel at 760.878.0377 about FMLA, CFRA, short term disability, sick leave, workers' compensation, returning to work following a positive test result, or for more free tests. If you are at elevated risk for severe illness, contact the ADA Coordinator at 760.872.2908 to discuss options. If you receive a confirmed diagnosis of COVID-19, believe you contracted COVID-19 through an exposure at work, and wish to file a workers' compensation claim, then inform your supervisor and call the Employee Work Injury Illness Process Hotline at 877.215.7285 immediately. Exposure while working from home and transitory exposure such as while walking past someone in the hallway does not count as a workplace exposure. Inyo County prohibits the discrimination, harassment or retaliation of employees as described in the County handbook and posted in the Human Resources section of the County website. Thank you for doing your part by monitoring yourself for signs and symptoms of COVID, not coming into work if you are sick, and respecting the dignity and privacy of your coworkers.

VI. Notice of COVID-19 Cases

County employees and independent contractors who had a close contact, as well as any other employer in one of our buildings who had an employee in one of our buildings who had a close contact, will be notified as soon as possible and within the time required. Our primary method is by posting AB2693 (LC 6409.6) notices, which stay up for 7 days. Communications try to avoid revealing the identity of the COVID case, though this is difficult in small spaces in a small community. There is a form in the appendix that may be used for documentation purposes of notifications. Such documentation is maintained electronically by Risk Management.

VII. Face Coverings

We provide clean, undamaged face coverings and ensure employees wear them properly over the nose and mouth during outbreak periods and when required to wear them when required by a CDPH regulation or order. This includes spaces within vehicles when a CDPH regulation or order requires face coverings indoors. When face coverings are required, they are required regardless of vaccination or test result status.

Supervisors hold employees accountable for properly wearing face coverings when and where required. No person can be prevented from, or discriminated against for, wearing a face covering voluntarily, unless it creates a safety hazard. In the event face coverings are required for a specific work area, signage will indicate such for employees and visitors. Face coverings will be provided to any employee at no cost to that employee for use at work upon request regardless of testing, vaccinations, job description, etc.

When face coverings are required, employees may remove them under the following conditions: when the employee is alone in a room or vehicle, while eating or drinking at least six feet from others with outdoor air supply or maximized indoor air circulation, during compliance with 8CCR5144 (meaning, while wearing a higher level of respiratory protection), or while performing a specific task that cannot be completed safely while wearing a face covering for the limited time during which that task is being performed. An exemption may also apply to those persons for whom wearing a face covering may pose a medical or communication difficulty. If this is the case, see Risk Management for an accommodation of an alternative face covering option or another alternative.

VIII. Respirators

In this context, “respirator” generally refers to an N95 or higher level of protection. Respirators will be provided for voluntary use to employees who request them and who are working indoors or in vehicles with more than one person. Employees who request respirators for voluntary use will be encouraged to use them, provided with a respirator of the correct size, and will receive training. The training will include how to properly wear the respirator provided, how to perform a seal check according to the manufacturer’s instructions each time a respirator is worn, and the fact that facial hair interferes with a seal. The requirements of CCR title 8 section 51449(c)(2) will be complied with according to the type of respirator (disposable filtering face piece or elastomeric re-usable) provided to employees.

IX. Ventilation

The amount of outside air inside county buildings is maximized with economizers to the extent feasible, unless there is poor outside air quality (an AQI of 100 or higher for any pollutant) or some other hazard to employees such as excessive heat or excessive cold. Employees are advised to keep windows open when safe to do so in buildings with natural ventilation. Mechanical air systems are checked regularly, and air filters are changed at least as frequently as manufacturer recommendations. Where appropriate, outdoor and air dampers have been fully opened, and recirculation dampers have been closed to reduce or eliminate air recirculation. Filtration has been improved in mechanical systems to the highest-level compatible with the existing systems (currently MERV 8 is the highest our newer systems can accommodate), and HVAC systems run as continuously as possible. We have requested that our landlords comply with the newest regulations, and Public Works assists our landlords in so doing to the extent allowed. Indoor ventilation works best in combination with other controls described in this section. During outbreaks, portable HEPA filtration units will be temporarily used to improve air quality. Risk Management has these units for temporary deployment. Please return them at the conclusion of the outbreak.

In addition, we maximize the supply of outside air to the extent feasible, except when the United States Environmental Protection Agency (EPA) Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to employees, for instance from excessive heat or cold. In buildings and structures with mechanical ventilation, we filter circulated air through filters at least as protective as Minimum Efficiency Reporting Value (MERV)-13, or the highest level of filtration efficiency compatible with the existing mechanical ventilation system. We use High Efficiency Particulate Air (HEPA) filtration units in accordance with manufacturers’ recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19

transmission. Risk distributes filter machines for temporary use.

In vehicles, we will maximize the supply of outside air to the extent feasible, except when doing so would cause a hazard to employees or expose them to inclement weather.

X. Aerosolizing Procedures

We have work settings with potential for increased exposure to COVID-19 that are exempt from CCR, Title 8 section 5199 requirements (this is, outside of the PH clinic and the jail). These work situations may result in aerosolized potentially infectious material such as saliva or respiratory tract fluids: cleaning public restrooms (Building and Maintenance), serving food to seniors (HHS), and close indoor one-on-one contact with the public at their place of residence (HHS). The need for respiratory protection to prevent COVID-19 transmission during these procedures has been evaluated, and the determination made that these exposures are rare and typically brief. Employees with concerns may voluntarily wear protective face coverings or contact Risk or their supervisor for further evaluation of the potential exposure in excess of the typical exposures in the world around us.

XI. Reporting, Recordkeeping, and Access

Personnel and Risk Management keep their own sets of records and tracking data related to employee COVID cases and share with the local health department or Cal/OSHA whenever required by law. Risk maintains its data exclusively electronically, and Risk handles reporting in accordance with SB1159/AB685 via a digital portal designed for that purpose. These records may be destroyed after 2/3/2026. Any serious illnesses or deaths of an employee occurring in our place of employment or in connection with any employment are reported immediately to Cal/OSHA per 8CCR330(h). Copies of all versions of this CPP may be destroyed after 2/3/2028. The current version of this CPP is always available on the Safety intranet page. Investigation records are available to employees and their authorized representatives subject to redacting information where required by law.

XII. COVID-19 Outbreaks

This section goes into effect for all the employees in a given building when Risk discovers **three or more employee COVID-19 cases had visited the building during their infectious periods within the same 7-day period**. This regulation may change per CHPH. This section continues to apply until there are one or fewer new cases in same building for a 7-day period. Risk will remove signage and notify Department Heads of the affected building when this section and its special rules no longer apply. Department Heads may communicate the good news to their staff.

Exclude from Workplace: We immediately provide COVID-19 testing available at no cost to our employees within the exposed group, regardless of vaccination status, during employees' paid time, and continue to make test available to employees at least weekly until there are one or fewer new COVID-19 cases detected in the exposed group for a 7-day period. Employees who had close contacts and remain at work will be required to take a COVID-19 test within three to five days after the close contact and those who test positive for COVID-19 will be excluded. Those who do not take a COVID-19 test will be excluded until our return-to-work requirements have been met.

Face Coverings: Employees in the exposed group, regardless of vaccination status, will wear face coverings when indoors, or when outdoors and less than six feet from another person, unless one of the exceptions in our CPP applies.

Respirators: Employees will be notified of their right to request and receive a respirator for voluntary use, as stipulated in our CPP.

COVID-19 investigation, review, and hazard correction: Inyo County will perform a review of potentially relevant COVID-19 policies, procedures, controls. Inyo County will implement changes as needed to prevent further spread of COVID-19 when this section initially applies and periodically thereafter. The investigation, review, and changes will be documented and include investigation of new or unabated COVID-19 hazards, such as leave policies and practices, whether employees are discouraged from remaining home when sick, COVID-19 testing policies, ventilation supply, and sufficiency of physical distancing.

Review updated every 30 days that CCR, Title 8 section 3205.1 continues to apply in response to new information or to new or previously unrecognized COVID-19 hazards, and when otherwise necessary. Any changes implemented to reduce the transmission of COVID-19 based on the investigation and review, which may include moving indoor tasks outdoors or having them performed remotely, increasing the outdoor air supply when work is done indoors, improving air filtration, increasing physical distancing to the extent feasible, requiring respiratory protection in compliance with our Respiratory Protection Plan, and other applicable controls.

Ventilation: Buildings or structures with mechanical ventilation will have recirculated air filtered with Minimum Efficiency Reporting Value (MERV)-13 or higher efficiency filters, if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, filters with the highest compatible filtering efficiency will be used. High Efficiency Particulate Air (HEPA) air filtration units will be used in accordance with manufacturers' recommendations in indoor areas occupied by employees for extended periods, where ventilation is inadequate to reduce the risk of COVID-19 transmission. Ventilation requirements will continue to be implemented after the outbreak has passed and CCR, Title 8 section 3205.1 is no longer applicable.

XIII. Major COVID-19 Outbreaks

This section goes into effect at a worksite when it is discovered that twenty or more employee COVID-19 cases had visited a given building during their infectious period within a 30-day period. This section shall continue to apply until there are three or fewer COVID-19 cases detected in the exposed group for a 7-day period. Inyo County worksites never experienced a "major outbreak" between 2020 and 2024, so the enhanced procedures are no longer included in this document. See Risk Management and 3205.1 in the event of a major outbreak.

EXHIBITS FOLLOW

Exhibit A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work.

Person conducting the evaluation: _____

Date: _____

Name(s) of employee and authorized employee representative that participated: _____

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls

Exhibit B: COVID-19 Inspections

This form may be used as a guide. See Risk Management for assistance specific to each location, as questions may vary depending on possible hazards.

Date: _____. Name of person conducting the inspection: _____

Work location evaluated: _____

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Filter type (MERV level)			
Portable HEPA in use?			
Administrative			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
Distancing in Use?			
PPE (not shared, is avail and being worn)			
Face Coverings in use and in force?			
N95s in use?			
Face shields/goggles?			

Exhibit C: Investigating COVID-19 Cases

Notices to close contacts and to those who may have been exposed to the COVID-19 do not reveal personally identifying information of the COVID-19 case. If disclosure is required, names shall be redacted from this document. For more information, see Risk. Notification records are kept separate from

1. Name of COVID-19 Case, job title, and date interviewed for this form.	
2. Interviewer Name	
3. Date when COVID-19 symptoms first appeared? If asymptomatic, write N/A. Write in dates of infectious period. Infectious period is 24 hours from symptom onset. May return if, after 24 hours, no fever and mild or improving symptoms.	
4. Date of positive COVID tests or diagnosis.	
5. Dates & work locations (including building suite #s) during infectious period that the COVID case was working (don't list working from home)	
6. Names of employees and contractors who were within 6 feet for more than 15 minutes over 24 hours at work indoors during infectious period	
7. Which of those listed in #6 were wearing face coverings during the entire interaction?	
8. Did you go to work with symptoms? Where and by whom?	
9. Intentional Blank	
10. Where have you traveled out of town in the last 2 weeks?	
11. Any known exposures to COVID-19?	
12. Where have you been when not at work in the last 14 days, such as Vons, family gatherings, games, events, rodeos, _____?	
13. Where do you think you might have gotten COVID?	
14. What the workplace conditions, if any, could have contributed to your risk of COVID-19 exposure?	
15. What could you do to reduce your COVID exposure risk?	
Explain benefits, answer questions, offer a copy of the CPP.	Did you tell them all this stuff? ____ YES

Exhibit D: Training Roster

Date: _____ Leader: _____

Employee Name	Signature

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Updated January 2025

Last adopted by Board of Supervisors 3/21/2023

Health and Safety Committee approved 01/23/2025

Pending Board review in February 2025

In the event of an occupational exposure:

FLUSH, WASH, and CALL.

See “Three Steps” (Exhibit G)

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I. PURPOSE

The County of Inyo provides a safe and healthful workplace. This Bloodborne Pathogens (BBP) Exposure Control Plan (ECP) documents the tools, training, and procedures provided to protect County employees from occupational exposure to bloodborne pathogens and to help employees respond in the event of an exposure or infection. It discusses how we protect employees from health hazards related to occupational exposure to bloodborne pathogens, including Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), and Human Immunodeficiency Virus (HIV). It also explains the appropriate treatment and counseling we provide for employees exposed to bloodborne pathogens. This document fully complies with all relevant regulation, including Title IIX (8), California Code of Regulations, section 5193. For simplicity throughout this document, “BBP” is used to refer to bloodborne pathogens as well as other potentially infectious material (OPIM).

II. GENERAL RESPONSIBILITIES

Both the County (the employer) and its employees play roles in maintaining a safe work environment and minimizing the risk of BBP exposures. These roles can overlap, but the nature of the responsibility can differ. The following general guidelines distinguish the responsibilities.

Employee Responsibilities:

- Complete training/orientation as required.
- Follow exposure control plan and universal precautions.
- Use safe work practices, obey engineering controls, and use PPE correctly.
- Obtain HBV vaccine or sign the declination form.
- Report exposure incidents to supervisor and one of the contacts on the title page immediately.
- Pursue follow-up care after an exposure.
- Practice proper housekeeping.
- Report any unsafe conditions to supervisor.

Employer Responsibilities:

- Conduct training/orientations as required.
- Maintain this document and make it available to employees.
- Provide appropriate PPE, safe work practices, and engineering controls.
- Provide HBV vaccination and provide declination form.
- Follow-up with employee after a potentially infectious incident.
- Ensure worksites are maintained in clean and sanitary conditions.
- Record and keep records of exposure incidents (sharp injury log).
- Label potentially infectious containers.

III. RESPONSIBILITIES FOR SPECIFIC EMPLOYEES

In addition to general employee responsibilities, the Risk Manager, Department Heads, and Designated Employees have additional and specific responsibilities. The Risk Manager oversees overall implementation, administration, and review. Risk Manager assigns annual

training, provides materials and support to departments, and conducts investigations. The Risk Manager also serves as County liaison with regulatory officials. Department Heads are responsible for bloodborne pathogen exposure control of employees in their departments. Department Heads take the initiative to involve employees on devising ways to increase employee safety.

Department Heads of the departments listed in Exhibit A may designate an employee as “Designated Employee” to be responsible for BBPECP execution and implementation for their department. If no designee is named, the Department Head is the designee. A Designated Employee does the following:

- Helps the employee through the Employee Work-Related Injury Illness Process, and contacts Risk Management for assistance.
- Seeks continuous improvement in BBP exposure controls for their area.
- Ensures employees get the routine training and vaccinations required.
- Ensures new employees and employees whose assignments have changes get additional training where appropriate.
- Complies with County policy regarding records security and records retention.
- Seeks to eliminate the use of needle devices where safe and effective alternatives are available.
- Acquires and stocks adequate levels of personal protective equipment.

IV. PLAN AVAILABILITY AND REVIEW

The BBPECP is available to employees at any time on the County intranet. A printed copy is available with a five business day notice from a Department Head of Personnel office. Employees are provided a copy during employee orientation and during annual training. In addition, printed copies are available in IIPP binders.

The Risk Manager reviews and updates this document annually with the Safety Committee and affected Department Heads, and any significant changes are brought to the Board of Supervisors for readoption. In addition, a plan review may be triggered when new or modified tasks and procedures are implemented, when existing filled positions are revised (if the revision may result in new or modified potential exposures), when new functional positions are established that may involve potential exposures, and upon employee request or suggestion. In accordance with the document retention policy, only the current version of the BBPECP is maintained.

V. EXPOSURE DETERMINATION

Exhibit B provides a list of tasks and job titles with potential occupational exposure to BBPs. Department Heads or Designated Employees contact the Risk Manager to discuss revisions, and revisions to Exhibit B may require an investigation and a solicitation of input from affected employees and their representatives.

VI. METHODS OF COMPLIANCE

Minimizing the risk of exposure and infection involves following universal precautions, appropriate engineering controls, safe work practices, personal protective equipment (PPE) requirements, and appropriate disposal and disinfection housekeeping procedures. By rigorously complying with these methods, employees eliminate or minimize their exposures to blood borne pathogens. These five are explained in the following.

Universal Precautions: The County practices and trains employees on universal precautions. All human blood and certain human bodily fluids (collectively known as potentially infectious materials) are treated as if they are known to be infectious for HIV, HCV, HBV, and other BBPs. Typically relevant human bodily fluids include, but are not limited to, vomit, vaginal secretions, semen, and stool. Spit is generally not a BBP unless it is likely to include blood due to recent cuts in the face or mouth. If unsure whether an exposure could be infectious, always assume it to be infectious.

Engineering Controls: Engineering controls help to eliminate or reduce the likelihood of exposure by providing cleaning, maintenance, and other equipment that is designed to prevent contact with potentially infectious materials. Engineering controls made available to at-risk employees include:

- Sharps disposal containers (puncture-resistant, labeled, and leak proof).
- Safer medical devices (such as sharps with engineered sharps injury protections and needleless systems).
- Self-sheathing needles, where possible.
- Facilities for hand washing and personal sanitation.
- Safer specimen containers (puncture-resistant, labeled, and leak proof).

Each Department Head is responsible for the maintenance and repair of engineering controls and consults with the Risk Manager on access and suitability of engineering controls.

Work Practice Controls: Safe work practices are used to increase the safety of processes. Controls in use depend on the tasks performed. Department Heads are responsible for departmental enforcement of safe work practices. Examples of work practice controls may include:

- Eating, drinking, smoking, applying cosmetics or lip balm and handling contact lenses is prohibited in work areas where there is potential for exposure to bloodborne pathogens.
- Food and drink are not kept in refrigerators, freezers, on countertops or in other storage areas where blood or other potentially infectious materials are present.
- Mouth pipetting/suctioning of blood or other infectious materials is prohibited.
- Wash hands with soap and water after removal of gloves or other PPE.
- Wash hands and any other exposed skin with soap and water, and flush exposed mucous membranes with water, after contact with BBP.
- Contaminated needles and other contaminated sharps are not bent, recapped or removed unless it can be demonstrated that there is no feasible alternative or the

action is required by specific medical procedure. In the two situations above, the recapping or needle removal is accomplished through the use of a medical device or a one-handed technique.

- Contaminated reusable sharps are placed in appropriate containers immediately, or as soon as possible, after use.
- Specimens of blood or other potentially infectious materials are placed in designated leak-proof containers, appropriately labeled, for handling and storage.
- If outside contamination of a primary specimen container occurs, that container is placed within a second leak-proof container, appropriately labeled, for handling and storage.
- If a specimen can puncture its primary container, then a secondary container must be puncture resistant as well.
- Equipment which becomes contaminated is examined prior to servicing or shipping and decontaminated as necessary (unless it can be demonstrated that decontamination is not feasible).
- An appropriate biohazard warning label is attached to any contaminated equipment, identifying the contaminated equipment, and identifying the contaminated portions.
- Information regarding the remaining contamination is conveyed to all affected employees, the equipment manufacturer and the equipment service representative prior to handling, servicing, or shipping.

Personal Protective Equipment (PPE): When used correctly, PPE does not permit blood or other potentially infectious material to pass through. The County provides such equipment and training on its use at no cost to employees. The appropriate type of PPE to use varies with the task and degree of potential exposure, so check with your supervisor on selection, use, and maintenance. PPE may include gloves, gowns, goggles/eye protection, N95 or surgical masks/face shields, mouth guards, resuscitation bags, pocket masks, and other ventilation devices. Hypoallergenic gloves, glove liners and similar alternatives are readily available to employees who are or may be allergic to gloves provided for other users.

Each Department Heads is responsible for ensuring that appropriate personal protective equipment is readily available and properly maintained for tasks and procedures their employees may perform. Training is discussed in a later section.

Required PPE maintenance practices are as follows:

- All personal protective equipment is inspected periodically and repaired or replaced as needed to maintain its effectiveness.
- Reusable personal protective equipment is cleaned, laundered, and decontaminated as needed.
- Single-use personal protective equipment (equipment that cannot be decontaminated) is safely discarded.

Required PPE Use Practices are as follows:

- Any garments penetrated by blood or other infectious materials are removed immediately, or as soon as feasible.

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- All personal protective equipment is removed prior to leaving a work area.
- Gloves are worn whenever employees anticipate hand contact with potentially infectious materials and when handling or touching contaminated items or surfaces.
- Disposable gloves are replaced as soon as practical after contamination or if they are torn, punctured or otherwise lose their ability to function as an "exposure barrier."
- Disposable (single use) gloves shall not be washed or decontaminated for reuse.
- Utility gloves are decontaminated for reuse unless they are cracked, peeling, torn or exhibit other signs of deterioration, at which time they are disposed of.
- Masks and eye protection (such as goggles, face shields, etc.) are used whenever splashes or spray may generate droplets of infectious materials.
- Protective clothing (such as gowns and aprons) shall be worn whenever potential exposure to the body is anticipated.

Housekeeping (Disposal and Disinfection): Maintenance of work areas in clean and sanitary conditions is a critical part in minimizing risk of exposure. HIV may not survive long outside the human body, but HBV can survive for at least seven days on environmental surfaces, and HCV may be able to survive up to four days; therefore, disinfection and disposal are the keys to reducing the risks of BBP exposures. For purposes of BBP exposure controls, basic housekeeping includes:

- Decontaminating work surfaces.
- Removing and replacing protective coverings that have become contaminated (plastic wrap, foil, etc.).
- Inspecting and decontaminating containers that may be reused.
- Using proper equipment to clean up spills.
- Safely disposing of sharps.

To be most effective, surfaces must be cleaned prior to disinfection. Cleaners are products that remove soil, dirt, dust, organic matter, and germs. Cleaners work by washing the surface to lift dirt and germs off surfaces so they can be rinsed away with water. Disinfectants, on the other hands, are chemical products that destroy or inactivate germs and prevent them from growing. Disinfectants have no effect on dirt, soil, or dust. Employees must wear proper gloves and other PPE as specified by Safety Data Sheets (SDS) when using chemicals. (See Inyo County Hazardous Materials Management Plan.)

Janitorial/cleaning staff practices are as follows:

- All equipment and surfaces are cleaned and decontaminated after contact with blood or other potentially infectious materials.
- All procedures involving BBP shall be performed in such a manner as to minimize splashing, spraying, spattering, and generation of droplets of these substances.
- All equipment and surfaces are cleaned and decontaminated after the completion of medical procedures.
- Cleaning and decontamination occur immediately (or as soon as feasible) when surfaces are overtly contaminated and after any spill of blood or infectious material.
- At the end of work shift if the surface may have been contaminated during that shift, the surface will be cleaned and decontaminated.

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- Protective covering such as plastic wrap, aluminum foil, or imperviously - backed absorbent paper used to cover equipment and environmental surfaces shall be removed and replaced as soon as feasible when they become overtly contaminated or at the end of work shift if they may have become contaminated during shift.
- All pails, bins, and other receptacles intended for reuse which have a reasonable likelihood of becoming contaminated with blood or other potentially infectious materials are routinely inspected, cleaned and decontaminated on a regularly scheduled basis and are decontaminated immediately, or as soon as feasible, upon visible contamination.
- Potentially contaminated broken glassware shall be picked up using mechanical means (dustpan and brush, tongs, forceps, etc.) and NOT BY unprotected hands.
- Contaminated reusable sharps are stored in containers that do not require hand processing.

Handling of regulated waste (waste that contains recognizable fluid blood, fluid blood products, containers or equipment containing blood that is fluid) requires the following:

- Discarded or bagged in containers that are: closable, puncture-resistant (as needed), leak proof (as needed), and labeled in red with the appropriate biohazard warning label.
- Containers placed close to the sources of the waste.
- Containers kept upright, routinely replaced, and not allowed to overfill.
- Contaminated laundry (soiled with blood or OPIM) is handled as little as possible, not sorted or rinsed where it is used, and is placed and transported in appropriately labeled or color-coded containers.
- Appropriate PPE is used when handling contaminated laundry.
- When moving/transporting regulated waste containers, they must be kept closed and enclosed within a secondary container (if necessary).

VII. CLEANING SCHEDULE

The following areas are cleaned and disinfected with disinfectant daily: Juvenile Detention Facility (when detainees are present), QCOB Public Health Clinic, Wellness Centers, Progress House, Jail, and restrooms in libraries, museums, and county office buildings. Restrooms and related facilities at parks and campgrounds are cleaned and disinfected with a sufficient disinfectant every other day. This schedule is subject to change during pandemics.

The following employees are responsible for setting cleaning and decontamination schedules for the listed locations and for ensuring compliance with those schedules:

- Solid Waste Foreman – all solid waste facilities.
- Parks Manager – all facilities at County-maintained parks and campgrounds.
- Buildings and Maintenance Supervisor – all other County maintained buildings.

Department Heads are responsible for coordinating with the Buildings and Maintenance Supervisor as needed to ensure compliance with proper and timely housekeeping.

VIII. HEPATITIS B VACCINATION PROGRAM

Exposure incidents can occur even with adherence to all exposure prevention practices. Hepatitis B vaccination is the best way to prevent contracting Hepatitis B. To protect employees as much as possible from the possibility of Hepatitis B infection, a vaccination program has been implemented. This program is available, at no cost, to all employees who have probable occupational exposure to bloodborne pathogens. As part of their bloodborne pathogens training, employees receive information regarding Hepatitis B vaccination, including its safety and effectiveness. All employees are made aware of the vaccination program during bloodborne pathogens training.

Department Heads are responsible for ensuring that employees within their department who have probable occupational exposure to Bloodborne pathogens have received the Hepatitis vaccination within ten (10) working days of initial assignment. Upon request, Risk Management will assist Department Heads with this task. Personnel will store all employee medical documentation. Department Heads should avoid asking employees questions about personal medical information. Vaccinations are performed under the supervision of a licensed physician or other health care professional. Employees who decline to take part in the vaccination program must sign the "Vaccination Declination Form" (Exhibit "C").

Any unvaccinated employee involved in an exposure incident shall be entitled to receive the Hepatitis B vaccination series at no cost and as soon as possible. If an employee initially declines Hepatitis B vaccination but at changes their mind, the vaccination will be offered upon request.

IX. POST-EXPOSURE EVALUATION AND FOLLOW-UP

Exposure incidents can occur even with adherence to all exposure prevention practices. Adherence to procedures for post-exposure evaluation and follow-up helps when exposures occur.

An exposure incident is defined as a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with a BBP that results from the performance of an employee's duties.

In the event of an exposure to possible infection by blood or other body fluid (especially involving a needle stick or sharps injury), immediately follow these steps without delay:

1. Wash needle sticks and cuts with soap and water.
2. Flush splashes to the nose, mouth, or skin with water.
3. Irrigate eyes with clean water or saline.
4. Report incident to supervisor and call the Injury Hotline at 877.215.7285.
5. The exposed employee shall receive medical consultation from the Hotline nurse, and the nurse will send the employee, if required, to get testing at the appropriate facility. If the employee is referred to testing, a workers' compensation claim form will be required. Call Risk Management for assistance.

6. Supervisor completes an incident report, the Exposure Incident Reporting and Investigation form (Exhibit "D") and submits it to the Risk Manager and Department Head. The report should include consideration of description of the tasks being performed when the exposure incident occurred; source of transmission; port of entry; PPE utilized; and medical treatment obtained. The Risk Manager may use the report as part of a further investigation.
7. If exposure resulted from a sharp (object that penetrates the skin or any other part of the body, including, but not limited to needle devices, lancets, broken glass and broken capillary tubes), the supervisor must complete the one-page Sharps Injury Log (Exhibit "E") within fourteen days from the date the incident was reported and submit to Risk Manager.

In order to make sure employees receive the best and most timely treatment if an exposure to bloodborne pathogens occurs, and to help keep all information confidential, the County asks employees to call the Employee Work Related Injury Illness Process Hotline immediately. The agent and nurse on that hotline are best suited, 24/7, to assist the employee in getting the care they need as fast as possible with limited interruption. The County may use the process for Post-Exposure Prophylaxis (Exhibit "F") to verify that all steps in the process have been completed in coordination with the Risk Manager and County Health Officer or other designated licensed healthcare provider.

Post-Exposure Documentation and Testing: The exposed employee shall provide the Hotline with the following confidential information: Documentation regarding the routes of exposure and circumstances under which the exposure incident occurred; and identification of the source individual (unless infeasible or prohibited by law).

The source individual's blood shall be tested as soon as feasible and after consent is obtained in order to determine HBV, HCV and HIV infectivity. If consent is not obtained, the County shall establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available shall be tested and the results documented. Results of the source individual's testing shall be made available to the exposed employee, if it is obtained. At that time, the employee will be made aware of any applicable laws and regulations concerning disclosure of the identity and infectious status of a source individual. The exposed employee shall receive information related to the significance of the source individual's laboratory results and its implications.

Upon medical direction as triaged through the Hotline, subject to employee consent, a medical provider may collect and test saliva or blood from the exposed employee for HBV, HCV, HIV, and/or other status under medical direction.

If the employee consents to baseline blood collection but does not give consent at that time for HIV serologic testing, the sample shall be preserved for at least 90 days. If within 90 days the employee elects to have the baseline sample tested, such testing shall be done as soon as feasible.

The Hotline nurse will consult and assess with the employee about their risk exposure, and then help the employee to make an appointment the County Health Officer to discuss the employee's medical status and/or to perform testing / post exposure prophylaxis. If the hotline nurse determines that a visit to an emergency room is appropriate for more prompt testing / post exposure prophylaxis, the Hotline nurse will promptly facilitate that ER visit. Employees have the option to consult with his/her private physician. The post exposure checklist or similar should be utilized by providers to facilitate communications and documentation. Employee personal medical information is closely guarded. You are advised not to provide your own medical papers directly to your coworkers, supervisor, or Department Head, as those documents may contain private medical information you should keep to yourself. See Personnel or Risk Management with questions.

Information provided to the Healthcare Professional: To assist the exposed employee, the County may share the following with a healthcare professional in a limited context:

- 1) Copy of the Bloodborne Pathogens Standard.
- 2) A description of the exposure incident.
- 3) A description of the exposed employee's duties as they relate to the exposure incident.
- 4) The exposed employee's relevant medical records, if the County has any.
- 5) Results of the source individual's blood testing, if the County has any.
- 6) Other pertinent information.

Healthcare Professional Written Opinion: After the consultation, the healthcare professional shall provide the Health Officer or other designated licensed healthcare provider with a written opinion evaluating the exposed employee's situation. A copy of this opinion shall be given to the exposed employee. The written opinion shall contain only the following information: Confirmation that the employee has been informed of the results of the evaluation; and confirmation that the employee has been told about any medical conditions resulting from the incident which requires further evaluation or treatment.

With regard to the Hepatitis B vaccination, the opinion shall be limited to whether Hepatitis B vaccination is indicated for an employee and if the employee has received such vaccination. All other findings or diagnoses will remain confidential and will not be included in the written report.

X. RECORD KEEPING

All BBP exposure incidents are reported through the Hotline so the employees get to speak with a triage nurse right away and can get access to testing promptly, where appropriate. This process starts the record keeping, as each of these incidents becomes a workers' compensation claim. This also helps keep medical information separate with retained with the medical provider and not with the county for the employee's benefit. As such, the county no longer maintains copies of employee post exposure test results, though this information is tracked within our workers' compensation system and our third-party administrator ensures our exposed employees get the ongoing care required. Our Risk Manager supervises that program.

We handled this differently in the past, so Personnel may have medical records regarding exposures and test results. Risk Management has no such legacy records. That information is not disclosed or reported to anyone without the employee's written consent (except as required by law). Medical records are retained for duration of employment plus 30 years.

Each Department Head, in collaboration with the Risk Manager, is responsible for maintenance of records regarding employee training to facilitate and document employee training. Training records containing the following information are maintained for three years: dates of all training sessions; contents/summary of the training sessions; names and job titles of the instructors (if applicable); and names and job titles of employees attending the training sessions. Target Solutions maintains this information if the training was completed online. These training records are available for examination and copy to our employees and their representatives, as well as OSHA and its representatives. These records shall be maintained for three (3) years from the date of training.

The Risk Manager maintains a summary Sharps Injury Log in a manner that protects the confidentiality of injured employees. The log contains the following: type and brand of device involved in incident, department or work area where incident occurred, and an explanation of the incident.

XI. LABELS AND SIGNS

Containers with BBP must be properly labeled to help prevent accidental infection. Such containers must either be labeled with the standard biohazard label (shown) **or** the container must be red in color. The label must have lettering in contrast to a florescent orange or orange-red background. See 1910.1030(g).



Designated Employees are responsible for ensuring implementation of labeling protocols within their department. The following must be labeled: Containers of regulated waste; bags containing contaminated laundry; refrigerators and freezers containing BBP; sharps disposal containers; and other containers used to store, transport or ship BBP. In addition, any part of a piece of equipment that may be contaminated must also be labeled as such so the operator/user can use appropriate safeguards.

XII. INFORMATION AND TRAINING

Well-informed and educated employees are keys to eliminating or minimizing BBP exposure. Employees with potential for exposure shall attend and complete training at the time of the initial work assignment, annually, and whenever changes affect the potential for exposure (new job, new tasks, etc.). Department Heads or their Designated Employees are responsible for compliance with the training requirements. The relevant training is typically administered by the Risk Manager via Target Solutions, an online educational portal. Other methods may include Classroom type atmosphere with personal instruction, videotape programs, and manuals.

County of Inyo Bloodborne Pathogens Exposure Control Plan

Topics covered in the training program include, but are not limited to:

- The Bloodborne Pathogens Standard.
- The epidemiology and symptoms of bloodborne diseases.
- The modes of transmission of bloodborne pathogens.
- The BBP ECP and where to obtain a copy.
- Appropriate methods for recognizing tasks and other activities that may involve exposure to BBP.
- A review of the use and limitations of methods that will prevent or reduce exposure, including engineering controls, work practice controls, and personal protective equipment.
- Selections and use of personal protective equipment including types available, proper use, location within the facility, removal, handling, decontamination, and disposal.
- Visual warning of biohazard within our facility including labels, signs and "color-coded" containers.
- Information on the Hepatitis B Vaccine, including efficacy, safety, method of administration, and benefits of vaccination.
- Actions to take and persons to contact in an emergency involving BBP.
- Procedures to follow if an exposure incident occurs, including incident reporting.
- Information on the post-exposure evaluation and follow-up, including medical consultation that our facility will provide.
- Explanation of the signs and labels and/or color-coding for containers used for storage or transport of BBP.

EXHIBITS FOLLOW

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT A: CONCERNS, RECOMMENDATIONS, AND FEEDBACK
REGARDING THE INYO COUNTY BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

In the interest of providing a safe and healthful work environment, all Inyo County employees are encouraged to bring any concerns about exposure to bloodborne pathogens or other potentially infectious material, or about the Inyo County Bloodborne Pathogens Exposure Control Plan, to their supervisor, labor representative, or Risk Management. This form may be used to do so. Labor representatives are encouraged to bring these forms to the Joint Labor/Management Safety Committee for review and recommendation. An employee expressing a concern may elect to remain anonymous.

CONCERN:

RECOMMENDATION

Employee Name: _____ Title: _____ (You may elect to remain anonymous.)
Employee Signature: _____ Date: _____

RETURN COMPLETED FORM TO SUPERVISOR, RISK MANAGEMENT, OR UNION REP

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Name of Department Head or Supervisor (Print): _____
Signature: _____ Date Received: _____

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT B: JOBS WITH TASKS WITH POTENTIAL OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS AND OTHER POTENTIALLY INFECTIOUS MATERIALS

Inyo County employees with the following titles may be assigned to perform tasks with potential occupational exposure to bloodborne pathogens and other potentially infectious material. They must complete annual training on how to protect themselves and respond to an exposure.

Environmental Health (EH): EH Deputy

Director, EH Specialist, EH Specialist Trainee, Hazardous Materials Manager /Sr.

Health and Human Services (HHS): Addictions Counselor (I-III), FIRST Supervisor, Food Cook, Food Cook Supervisor, Health Officer, HHS Deputy Director- Social and Placement Services, HHS Specialist I/II/III/IV, Manager Progress House, Nurse Case Manager, Parent Partner, Prevention Program Manager, Prevention Specialist-WIC (I-III), Program Manager - Social and Placement Services, Program Services Assistant (I-III), Program Supervisor, Public Health Nurse, Registered Nurse Behavioral Health, Registered Nurse, Residential Caregiver, Social Services Aide, Social Worker (I-IV), Social Worker Supervisor (I/II), Supervising Nurse, Supervising Public Health Nurse, Supervising Registered Dietician.

Planning: Code Compliance Inspector.

PAPG: Public Administrator/Guardian, Public Administrator/Guardian Deputy.

District Attorney: DA Criminal Investigator, DA Investigator I.

Probation Department: Chief Probation Officer, Deputy Chief Probation Officer, Deputy Probation Officer I/II/III, Rehabilitation Specialist I/II/Sr, Probation Services Coordinator.

Public Works Department: Airport Operations Supervisor, Airport Technician, Building Inspector, Building Maint Water Supervisor, Building Maint Worker, Custodian, Equipment Mechanic/Operator, Equipment Operator, Equipment Operator Lead, Gate Attendant, Road Maintenance Crew Supervisor, Road Maintenance Worker, Solid Waste Forman, Technical Building Official.

Sheriff / Jail: Assistant Sheriff, Corporal, Corporal Correctional Officer, Correctional Officer, Deputy Sheriff, Evidence Technician, Food Cook, Investigator, Lieutenant, Reserve Deputy Sheriff, Sergeant, Undersheriff, Reserve Deputy Sheriff, Correctional Officer, Evidence Technician, Food Cook.

Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned any tasks with potential exposure to bloodborne pathogens for the next 12 months. If a job title or task should be added or removed, please contact Risk Management.

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT C: HEPATITIS B VACCINE DECLINATION
MANDATORY FOR EMPLOYEES LISTED IN EXHIBIT B IF DECLINING THE VACCINE

In accordance with 8CCR5193, Inyo County employees who decline to accept the hepatitis B vaccination, as offered freely by Inyo County, shall sign the following statement as required by 8CCR5193(f)(2)(D), with authority from CA Labor Code and CA Health and Safety Code:

"I understand that due to my occupational exposure to blood or other potential infectious materials (OPIM) I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or OPIM and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me."

Employee Name: _____ Title: _____

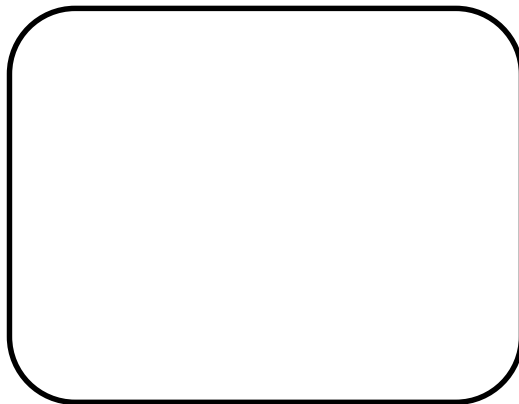
Employee Signature: _____ Date: _____

EMPLOYEE – PLEASE DO NOT WRITE BELOW THIS LINE

Supervisor (Print): _____

Signature: _____ Date: _____

RETURN COMPLETED FORM TO RISK MANAGEMENT



County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT D:
EXPOSURE INCIDENT REPORTING AND INVESTIGATION FORM

EMPLOYEE CALLS THE EMPLOYEE WORK RELATED INJURY ILLNESS PROCESS HOTLINE AT 877.215.7288. SUPERVISOR MAY USE THIS FORM IN PLACE OF THE SUPERVISOR INCIDENT INVESTIGATION REPORT FOR EXPOSURE INCIDENTS.

1. Date of Incident: _____
2. Time of Incident: _____
3. Location: _____
4. Potentially infectious materials involved: _____
5. Type: _____
6. Source: _____
7. Circumstances (work being performed, etc.): _____

-
-
8. Cause (accident, equipment malfunction, etc.): _____

-
-
9. Personal protective equipment (PPE) used/worn at time of exposure: _____

-
-
10. Response Actions taken (decontamination, clean-up, reporting, etc.): _____

-
-
11. Recommendations for avoiding repetition: _____

-
-
12. Additional Comments: _____

Name of person completing this form (print): _____

Signature: _____ Date: _____

RETURN FORM TO RISK MANAGEMENT

County of Inyo Bloodborne Pathogens Exposure Control Plan

EXHIBIT E: SHARPS INJURY LOG
COMPLETE LOG FOR EACH EMPLOYEE EXPOSURE INCIDENT INVOLVING A SHARP

1. Date of Incident: _____ Time of Incident: _____
2. Location: _____
3. Job Classification _____
4. Procedure _____
[Examples: Venous blood draw, arterial blood draw, injection through skin, start of an IV, set up heparin lock, heparin/saline flush, cutting, suturing, unknown, or other.]
5. How did exposure occur? _____
[Examples: During use of sharp, between steps of a multistep procedure, after use and before disposal of sharp, while putting sharp into disposal container, sharp left in inappropriate place, picking up debris, unknown, or other.]
6. Body Part/s: _____
_____ [Examples: finger, thumb, hand, arm, face/head, torso, leg]
7. Sharp Involved (type, brand, model): _____
 - a. Did device have an engineered sharps injury protection? _____
 - b. Was the protection mechanism activated? _____
 - c. Did the exposure incident occur before, during, or after activation? _____
8. EXPOSED EMPLOYEE: If the sharp had no engineered sharps injury protection, do you think that such a mechanism could have prevented the injury? _____ (YES, NO, or N/A)
EXPLAIN: _____

9. EXPOSED EMPLOYEE: In your opinion, could an engineering or work practice control could have prevented the injury? _____ (YES, NO)
EXPLAIN/DESCRIBE: _____

Name of person completing this form (print): _____
Signature: _____ Date: _____

NOTE: Other versions also acceptable.
RETURN COMPLETED FORM TO RISK MANAGEMENT

EXHIBIT F: POST EXPOSURE PROPHYLAXIS (PEP) – six pages
FOR USE REGARDING EMPLOYEES EXPOSED TO HEPATITIS B, HEPATITIS C, OR HIV

Transmission rates in occupational exposures (positive source):

- HIV: needle sticks 0.3%, mucous membranes 0.09%, nonintact skin - unknown but estimated to be less than mucous membrane exposure.
- HBV: needle sticks 6-30%
- HCV: needle sticks 1.8%

Hepatitis C

In the absence of PEP for Hepatitis C exposure, recommendations are intended to achieve early identification of chronic Hepatitis C disease after exposure and refer for early treatment options. For individuals exposed to Hepatitis C positive sources:

- a. Perform baseline testing for anti-HCV and ALT activity.
- b. Perform follow-up testing for anti-HCV and ALT activity in 4-6 months.
- c. If earlier diagnosis of Hepatitis C infection is desired, test for HCV RNA at 4-6 weeks.
- d. Confirm all anti-HCV results reported positive by enzyme immunoassay using supplemental anti-HCV testing.
- e. When Hepatitis C infection is identified, the person should be referred to a specialist for follow-up care.
- f. Immunoglobulin and antiretrovirals are not recommended for exposures to Hepatitis C positive blood.

Hepatitis B

For detailed PEP information see Table 3 *Recommended Post exposure Prophylaxis for Exposure to Hepatitis B Virus (next page)*.

1. If the exposed person is known to have had adequate response to the Hepatitis B vaccine in the past (anti-HBs ≥ 10 mIU/ml), the anti-HBs level does not need to be tested and no PEP is needed.
2. If the anti-HBs was never tested after receiving the Hepatitis B vaccine series and there is reason to believe the exposure presents a risk for Hepatitis B transmission, the anti-HBs level of the exposed can be tested.
3. Start the Hepatitis B vaccine series immediately if exposed individual has not been previously vaccinated.
4. Hepatitis B vaccine and Hepatitis B Immune Globulin (HBIG) are not contraindicated in pregnant or lactating women.
5. When HBIG is indicated it should be given ASAP after exposure, although it can be given up to 7 days after exposure.
6. For exposed individuals in the process of receiving the Hepatitis B vaccine series, HBIG should be given ASAP and the Hepatitis B vaccine series schedule should continue.
7. A second dose of HBIG a month later is only needed if the exposed person is a known non-responder to the Hepatitis B vaccine and the source patient is HBsAg positive.
8. If the exposed person has had prior HBV infection, he/she is considered immune and requires no PEP.

County of Inyo Bloodborne Pathogens Exposure Control Plan

TABLE 3: Recommended Postexposure Prophylaxis for Percutaneous Exposure to Hepatitis B Virus¹

Vaccination and antibody status of exposed person		Treatment when source is:		
		HBsAg ² positive	HBsAg negative	Not tested or infection status unknown
Unvaccinated		HBIG ³ X 1; Initiate hepatitis B series	Initiate hepatitis B series	Initiate hepatitis B vaccine series
Previously Vaccinated	Known Responder ⁴	No treatment	No treatment	No treatment
	Known non-responder, no revaccination series	HBIG X 1 and initiate revaccination	No treatment; consider revaccination for future protection	If known high-risk source, treat as if source were HBsAg positive.
	Known non-responder to initial and revaccination series	HBIG X 2 - second dose one month after the first	No treatment	If known high-risk source, treat as if source were HBsAg positive.
	Antibody response unknown	Test exposed person for anti-HBs ⁵ -If adequate ⁶ , no treatment -If inadequate ⁶ , HBIG X 1 and vaccine booster dose ⁷	No testing, no treatment	Test exposed person for anti-HBs ⁵ -If adequate ⁶ , no treatment -If inadequate ⁶ , vaccine booster dose ⁷

¹ Postexposure recommendations apply ≤7 days after exposure

² Hepatitis B surface antigen

³ Hepatitis B immune globulin (0.06 mL/kg administered intramuscularly)

⁴ Person with anti-HBs antibody level of >10mIU/mL

⁵ Antibody to hepatitis B surface antigen

⁶ Adequate response is anti-HBs >10mIU/mL; inadequate response is anti-HBs <10mIU/mL

⁷ The person should be evaluated for antibody response after the vaccine booster dose. For persons who received HBIG, anti HBs testing should be done when passively acquired antibody HBIG is no longer detectable (eg, 4-6 mo); if they did not receive HBIG, anti-HBs testing should be done 1-2 months after the vaccine booster dose. If anti-HBs is inadequate (<10mIU/mL) after the vaccine booster dose, 2 additional doses should be administered to complete a 3-dose reimmunization series.

<https://www.health.state.mn.us/diseases/hepatitis/b/hcp/postexprec.pdf>

HIV

For detailed PEP see Table 4 *Recommended HIV Postexposure Prophylaxis for Percutaneous Injuries*, Table 5 *Recommended HIV Postexposure Prophylaxis for Mucous Membrane Exposures and Nonintact Skin Exposures*, and Appendix C *Basic and Expanded HIV Postexposure Prophylaxis Regimens*.

County of Inyo Bloodborne Pathogens Exposure Control Plan

1. Exposed EMPLOYEE should be informed that:
 - a. Most occupational exposures to HIV do not result in HIV transmission. Medication toxicity should be carefully considered when deciding to start PEP.
 - b. Prophylaxis is not indicated or justified for exposures with negligible risk.
 - c. Limited knowledge is available regarding toxicity of prophylaxis in pregnancy.
 - d. An individual can decline all prophylactic medications.
2. Considerations for prescribing PEP
 - a. Toxic medications have caused serious liver toxicity. Consider transmission risk vs. toxicity risk. Also consider individual risks: pregnancy, current breast feeding, renal disease, liver disease etc.
 - b. HIV transmission rates in occupational exposures
 - c. PEP should be started ASAP. The basic regimen, Combivir, is available in the hospital pharmacy. It is possible to start PEP and then discontinue or change the medications prescribed once the source patient's HIV status is determined.
 - d. Regardless of the PEP regimen selected, medications are to be taken for 4 weeks; if tolerated.
 - e. If unsure of which PEP regimen to begin with, start with the basic. A change can always be made later when more information regarding the source is available.
 - f. Don't stagger PEP medications- give the full regimen as ordered. Staggering medications can lead to resistance.

3. PEP Medications

The **National Clinicians Post-Exposure Prophylaxis Hotline** (PEP line) offers treating clinicians up-to-the-minute advice on managing occupational exposures to HIV, Hepatitis, and other blood-borne pathogens. It is available 24 hours per day, seven days per week. *See available handout.*

The phone number is 888-HIV-4911 (888-448-4911)

- a. The basic regimen, Zidovudine 600mg QD and Lamivudine 150mg BID will be available in the Mammoth Hospital Pharmacy as a single tablet (Combivir). The basic regimen, Combivir is to be taken twice daily for one month. This is the most common regimen for PEP.
- b. For additional PEP regimens, please see policy *Basic and Expanded HIV Postexposure Prophylaxis Regimens* on the intranet > Employee Health Manual > Body Fluid Exposure.
- c. If another regimen besides Combivir is prescribed, call Vons or Rite-Aid for medication availability.
- d. When Vons or Rite-Aid are closed or don't have needed medications available, Dwayne's pharmacy or Northern Inyo Hospital Pharmacy can be contacted for medication availability.
- e. No pharmacy can guarantee immediate availability of PEP medications but the basic regimen can be started immediately and then when other medications become available, the prescription can be changed.

4. Follow-up care of individuals receiving HIV PEP

- a. Possible drug toxicity should be monitored by testing at baseline and again at 2 weeks after starting PEP. Tests should include at minimum: CBC, renal and hepatic function tests. In addition, any individual on a protease inhibitor should be evaluated for hyperglycemia and those on IDV should be monitored for crystalluria, hematuria, hemolytic anemia, and hepatitis.
- b. Reevaluation of the exposed person should be considered within 72 hours post exposure, especially as additional information about the exposure or source person becomes available.
- c. Inform patient that they need to report any side effects from PEP medications immediately as a dose adjustment or discontinuation of the drug may be required.
- d. If any toxicity is noted, modification of the regimen should be considered after expert consultation; further diagnostic studies may be indicated.

5. Testing of exposed EMPLOYEE

- a. EMPLOYEES exposed to HIV should be evaluated within hours (rather than days) after their exposure and should be tested for HIV at baseline (i.e., to establish infection status at the time of exposure).
- b. If the source person is seronegative for HIV, baseline testing or further follow-up of the exposed person normally is not necessary. Follow-up serologic testing (see 5c below) will be made available to all EMPLOYEES who are concerned that they might have been occupationally infected with HIV.
- c. EMPLOYEES exposed to HIV should be tested for HIV at baseline, 6 weeks, 12 weeks, and 6 months. The provider may also recommend another test at 1 year.
- d. If the exposed individual does not want test results at the time of the exposure, the blood sample may be preserved for 90 days. The employee may also elect to take the HIV antibody test at another test center (ex. Health Department).
- e. Advise exposed employee to seek medical evaluation for any illness compatible with an acute retroviral syndrome.
- f. Inform the exposed individual that the Health Officer or other designated licensed healthcare provider will receive all test results and provide follow-up counseling to the exposed individual.
- g. California HIV Confidentiality Laws will be discussed with the exposed individuals, and all staff involved with testing and counseling will adhere to confidentiality laws.

EXHIBIT F REFERENCES:

- 2001 CDC Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Post exposure Prophylaxis <http://www.cdc.gov/mmwr/PDF/rr/rr5011.pdf>
- 2005 CDC Updated U.S. Public Health Service Guidelines for the Management of Occupational Exposures to HIV and Recommendations for Post exposure Prophylaxis; and Notice to Readers: Updated Information Regarding Antiretroviral Agents Used as HIV Post exposure Prophylaxis for Occupational HIV Exposures

TABLE 4. Recommended HIV postexposure prophylaxis for percutaneous injuries

Exposure type	Infection status of source				
	HIV-Positive Class 1 ¹	HIV-Positive Class 2 ¹	Source of unknown HIV status ²	Unknown source ³	HIV-Negative
Less severe ⁴	Recommend basic 2-drug PEP	Recommend expanded ≥ 3 -drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted
More Severe ⁷	Recommend expanded 3-drug PEP	Recommend expanded ≥ 3 -drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁵ for source with HIV risk factors ⁶	Generally, no PEP warranted; however, consider basic 2-drug PEP ⁵ in settings in which exposure to HIV-infected persons is likely	No PEP warranted

1. HIV-positive, class 1 - asymptomatic HIV infection or known low viral load (e.g., <1,500 RNA copies/mL). HIV-positive, Class 2 - symptomatic HIV infection, AIDS, acute seroconversion, or known high viral load. If drug resistance is a concern, obtain expert consultation. Initiation of postexposure prophylaxis (PEP) should not be delayed pending expert consultation, and, because expert consultation alone cannot substitute for face-to face counseling, resources should be available to provide immediate evaluation and follow-up care for all exposures.

2. Source of unknown HIV status (e.g., deceased source person with no samples available for HIV testing).

3. Unknown source (e.g., a needle from a sharps disposal container).

4. Less severe (e.g., solid needle or superficial injury).

5. The designation "consider PEP" indicates that PEP is optional and should be based on an individualized decision between the exposed person and the treating clinician.

6. If PEP is offered and taken and the source is later determined to be HIV-negative, PEP should be discontinued.

7. More severe (e.g., large-bore hollow needle, deep puncture, visible blood on device, or needle used in patient's artery or vein).

TABLE 5. Recommended HIV postexposure prophylaxis for mucous membrane exposures and noncontact skin¹ exposures

Exposure type	Infection status of source				
	HIV-Positive Class 1 ²	HIV-Positive Class 2 ²	Source of unknown HIV status ³	Unknown source ⁴	HIV-Negative
Small volume ⁵	Consider basic 2-drug PEP ⁶	Recommend basic 2-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ for source with HIV risk factors ⁷	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ in settings where exposure to HIV-infected persons is likely	No PEP warranted
Large volume ⁸	Recommend basic 2-drug PEP	Recommend expanded ≥3-drug PEP	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ for source with HIV risk factors ⁷	Generally no PEP warranted; however, consider basic 2-drug PEP ⁶ in settings where exposure to HIV-infected persons is likely	No PEP warranted

1. For skin exposures, follow-up is indicated only if there is evidence of compromised skin integrity (e.g., dermatitis, abrasion, or open wound).

2. HIV-Positive, Class 1 - asymptomatic HIV infection or known low viral load (e.g., <1,500 RNA copies/mL). HIV-Positive, Class 2 - symptomatic HIV infection, AIDS, acute seroconversion, or known high viral load. If drug resistance is a concern, obtain expert consultation. Initiation of postexposure prophylaxis (PEP) should not be delayed pending expert consultation, and, because expert consultation alone cannot substitute for face-to-face counseling, resources should be available to provide immediate evaluation and follow-up care for all exposures.

3. Source of unknown HIV status (e.g., deceased source person with no samples available for HIV testing).

4. Unknown source (e.g., splash from inappropriately disposed blood).

5. Small volume (i.e., a few drops).

6. The designation "consider PEP" indicates that PEP is optional and should be based on an individualized decision between the exposed person and the treating clinician.

7. If PEP is offered and taken and the source is later determined to be HIV-negative, PEP should be discontinued.

8. Large volume (i.e., major blood splash).

EXHIBIT G: THREE STEPS

THREE STEPS TO A Bloodborne Pathogen Exposure

Got a needle stick or other sharps injury?

Exposed to blood or other potentially infectious material?

STEP 1: FLUSH

- Flush splashes to nose, mouth, and skin with water.
- Irrigate eyes with clean water or saline.

STEP 2: WASH

- Wash needle sticks and cuts thoroughly with soap and water.

STEP 3: CALL

- Immediately tell your supervisor about the incident.
- Call the Employee Work Related Injury Illness Hotline at (877) 215.7285. The Hotline 24/7 nurse will triage and help you through the next steps.
- For nonurgent process questions, please call Risk at 760.872.2908.



A copy of the bloodborne pathogens exposure control plan is available from your supervisor, the Intranet, your Department Head, or Personnel.

SUPERVISOR RESPONSIBILITY INCLUDES:

- A. Assist employee with steps one, two, and three.
- B. Complete Exhibit D (Exposure Incident Reporting and Investigation Form).
- C. Complete Exhibit E (Sharps Injury Log), if applicable.
- D. Call Risk Management at 760.872.2908 for further instruction.

County of Inyo
Aerosol Transmissible Disease
Exposure Control Plan

Updated January 2025

Last adopted by Board of Supervisors 3/21/2023
Health and Safety Committee approved 01/23/2025
Pending Board review in February 2025

In the event of an occupational exposure:
Promptly notify your supervisor and call (877.215.7285)
the Employee Work Related Injury and Illness Hotline
to report the event and to speak with a triage nurse.

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I. PURPOSE AND SCOPE

The County of Inyo is committed to providing a safe and healthful work environment for its employees. In accordance with the California Occupational Safety and Health Administration (Cal/OSHA) Title 8 CCR 5199 regarding aerosol transmissible disease (ATD), this Inyo County Aerosol Transmissible Diseases Exposure Control Plan (ATDECP) provides written procedures and minimum standards for preventing the spread and minimizing the risk of occupationally acquired aerosol transmissible disease for County departments with operations that may expose employees to an elevated risk of exposure to ATDs.

An ATD is an epidemiologically significant disease that is transmitted or spread through the air in the form of small particles or droplets. Early identification, isolation, and treatment of persons with infectious ATDs are crucial in reducing the risk and consequences of exposure to themselves and others. An elevated risk is at a greater level than what is considered ordinary for employees having direct contact with the general public. A list of diseases and pathogens considered ATDs is available at “Aerosol Transmissible Disease/Pathogens” (<https://www.dir.ca.gov/title8/5199a.html>).

This plan applies only to those employees and situations where employee exposure to ATDs is at an elevated risk for occupationally acquired ATDs, as identified in Section IV below and Exhibit A. This plan guides departments to implement common infection control measures to protect employees from those threats and to enable employees to continue to provide critical services without unreasonably jeopardizing their own health. Employees with elevated risk should adhere to the requirements specified in this document. Supervisors should keep a copy of this plan and specific departmental procedures, if any, available to affected employees during work hours. The Sheriff’s Department has its own policy, number 1007, regarding communicable diseases, which includes including ATDs.

II. PLAN ADMINISTRATION

Risk Management maintains general plan documentation. Risk coordinates with Department Heads who have employees with high exposure potential (HEP) and with the Safety Committee for the routine annual routine review of this plan. Department Heads who have employees with high exposure potential (HEP) administer the plan in consultation with Risk Management, as necessary, and may add additional measures or specifics to customize this plan for their department, divisions, or units. Exposure incidents are reviewed by the affected Department Heads and Risk Management for continuous improvement. A digital copy of this ATDECP will be available anytime from the County intranet as well as from a Department Head or Personnel office with a five business day notice. A copy may also be maintained at locations of high exposure potential (HEP). HEP workers are provided a copy when they begin employment and during their annual training.

III. OCCUPATIONAL EXPOSURE

Personnel and/or Risk Management should promptly notify employees who may have had a known occupational exposure to an ATD. Exposure records are kept separately from other employee personnel records. Employees who believe they were exposed to an ATD while working should promptly notify their supervisor and call the Employee Work-Related Injury and Illness Process Hotline (877.215.7285) to report the event and to speak with a triage nurse for next steps. See <https://www.inyocounty.us/iipp> to file an anonymous hazard report. Medical services, including vaccinations, tests, examinations, evaluations, determinations, procedures, and medical management and follow-up, shall be performed by or under the supervision of a (PLHCP) Physician or other licensed healthcare professional. An employee electing to decline medical attention (beyond first aid) for an exposure should submit a signed

memo or email to Risk@inyocounty.us and their supervisor to this affect. Medical clearance may be required prior to returning to the workplace.

IV. HIGH EXPOSURE PROBABILITY (HEP) EMPLOYEES

This document applies to certain roles, responsibilities, locations, and tasks that may have elevated risk for ATD exposure. This means that their risk is in excess of ordinary exposure for employees who work with the general public. Elevated risk is determined without consideration of use of PPE, though employees must comply fully with PPE requirements. Each department may develop its own procedures to reduce or eliminate the possibility of ATD exposures in addition to the general guidance provided by this ATDECP. For example, work units that provide transportation, housing, isolation, or management of individuals with known or suspected airborne infectious diseases may have their own unit-specific and customized additions to this ATDECP.

The following are specific locations and tasks with elevated risks of exposure to ATDs:

- Public Health: Sample collection and other handling of potentially infectious materials by the Jail Nurse and other Public Health staff related to a person with a suspect or confirmed infectious ATD case.
- Public Works: Repairing or replacing or maintaining air systems or equipment that may be anticipated to contain ATDs
- Social Services & Public Guardian: Handling of potentially infectious materials in a potentially uncleared environment.
- Sheriff's Office/Jail: Resuscitative procedures performed by emergency personnel, visiting the home of an infectious person, and certain medical services provided by the jail nurse in the jail. [Sheriff's Office has its own policies and procedures on communicable diseases.]
- Coroner: Autopsy, laboratory, research, body transportation, or production procedures performed on tissues, especially but not limited to tissues known or suspected to be infected with TB, which can aerosolize TB contaminated fluids. [Contract coroners are responsible for maintaining and complying with their own ATDECP and are excluded from this plan though listed here for reference.]
- Probation: Sample collection and other handling of potentially infectious materials

In accordance with 8CCR5199, and with the department exceptions noted above, this plan applies to the following when exposure to cases or suspected cases of ATD may occur:

- Public Health, Jail Nurse, or Social Services activities provided during transport, investigation, or treatment.
- In-person public health contact tracing or health screening activities.
- Operations of Probation detention areas, Progress House, and in-person contact areas of Public Health offices, as these facilities may have an increased risk for transmission of ATD infection.
- Public Health laboratories that perform procedures with materials that contain or are reasonably anticipated to contain aerosol transmissible pathogens.
- Maintenance, renovation, service, or repair operations involving air handling systems or equipment or building areas that may reasonably be anticipated to be contaminated with aerosol transmissible pathogens.

Job titles of potential HEPs are listed in Appendix A. An employee may submit a written appeal to their respective Department Head to have their job title included in or removed from the list of elevated risk job titles. If the employee does not agree with the response from the Department Head, the employee

can forward the appeal to Risk Management which will make a final determination of the appeal. If a Department Head determines that a job title excluded from the list has occupational exposure, then the department should still comply with the ATDECP by providing employees in the unlisted job title with the same training, personal protective equipment, vaccinations and exposure reporting. If any department determines an employee with an occupation published on the list does not have occupational exposure because that employee's duties do not include occupational exposure, then the ATDECP does not apply to that employee.

V. ENGINEERING CONTROLS

Engineering controls are used to prevent the spread and reduce the concentration of infectious droplets. Departments implement feasible engineering and work practice controls to minimize exposure and to provide necessary personal protective and respiratory protective equipment. This includes removal of infectious materials, cleaning, sanitation, and refreshing of ventilation system filters in cooperation with Public Works. Each department may determine the level and procedure for sanitation related to their area in addition to the regular sanitation provided by Public Works staff (or contractors) at each location. Control measures should be consistent with recommendations from the Center for Disease Control and Prevention (CDC).

Employees are advised to watch for and report symptomatic persons proactively and confidentially to their supervisors. A person who is coughing severely, for example, may put employees at increased risk. A coughing person should be directed to don a mask immediately and either placed in a private room with the door closed or escorted outside to wait for an evaluation. Department Head or designee may request that the person remove themselves from the area and advise that they seek medical attention. Only licensed health care professionals may triage persons with pulmonary symptoms. An employee who transports a symptomatic person should be notified in advance of the condition so they may prepare themselves.

Finally, vaccinations of HEPs are vital to eliminating the exposure for susceptible employees. HEPs with occupational exposures to ATD will be offered vaccine doses listed in Appendix B. Recommended vaccinations for HEPs will be made available to all HEP employees at no charge to the employee upon completion of their annual ATD training, and within 20 working days of initial assignment unless: (1) the employee has previously received the recommended vaccination(s) and is not due to receive another vaccination dose; or (2) the employee has been determined to be immune in accordance with applicable public health guidelines; or (3) the vaccine is contraindicated for medical reasons. Employees should be offered additional vaccinations within 120 days of the issuance of new CDC or CDPH recommendations. Employees are not required to participate in a pre-screening program as a prerequisite for receiving a vaccine unless CDC or CDPH guidelines recommend pre-screening prior to administration of the vaccine.

If an employee initially declines a vaccination but later decides to accept the vaccination, the County will make every effort to make the vaccination available within 20 working days of receiving a written request from the employee. Employees who decline to accept a recommended and offered vaccination should sign the declination statement (Appendix C and D).

VI. ADMINISTRATIVE CONTROLS

Administrative controls are used to reduce the risks of exposure to persons with infectious ATDs. Each department is responsible for ensuring high exposure possibility (HEP) staff follow established protective measures. Department Heads are responsible for monitoring compliance, reporting non-compliance, and taking action in response to non-compliance.

Department Heads should clearly communicate with HEP staff the importance of complying with administrative controls. When monitoring reveals repeated failure to follow recommended practices after additional supplies, education and/or retraining, and counseling have been provided, disciplinary action may be taken according to usual progressive disciplinary procedure.

If a person with a potentially infectious ATD must remain temporarily in the workplace, signage should be used to indicate the exposure hazard to any employees who may consider entering the area.

Proper respiratory precautions should be used by persons with, or suspected of having, an ATD. Employees must stay home and not come into the workplace if they feel sick, and to go home or seek medical attention if they become ill during the workday. Persons who suspect they have a respiratory condition or feel similarly ill are advised to do the following: Cover the nose/mouth when coughing or sneezing, use tissues to contain respiratory secretions and dispose of them in the nearest waste receptacle after use, wash hands frequently for 20 seconds with soap and water (or an approved sanitizer) and after contact with respiratory secretions or contaminated objects or materials, wear a face covering whenever not alone in the workplace, and practice social distancing. Department Heads and their designees are expected to educate their employees about appropriate respiratory precautions.

VII. PERSONAL PROTECTIVE EQUIPMENT

Personal protective equipment (PPE) should be used when the exposure risk for HEPs cannot be engineered out or completely controlled administratively. Appropriate PPE will be provided to employees at no cost to them for exclusive use while working, and adequate training and fitting should be provided to ensure proper use and maintenance of PPE provided.

A surgical mask or a cloth face covering may be sufficient for some exposure situations and not for other situations. If a respirator (a greater level of protection than surgical mask or a cloth face covering) is necessary, it should be at least as effective as the N95 filtering face piece respirator. Employees covered by these enhanced protections include those who work in contaminated areas, or in areas designated for the isolation or quarantine of ATD cases, or those whose jobs include the handling or transporting infected or exposed materials or persons. Where applicable, employees may be fitted for a respirator in accordance with the County's Respiratory Protection Program and should use the respirator rather than a simple surgical mask or cloth face covering. The alternative respirator medical evaluation questionnaire is available at Appendix E. See the County's Respiratory Protection Program for further details on respiratory protection.

Staff should be fit tested and receive instructions on use and care if assigned to wear a KN95, N95, or greater protective device. HEPs who perform high hazard procedures are trained and fit-tested. Fit testing should be completed annually or anytime an individual's weight changes enough to modify the fit. Each department is responsible for documenting when and to whom a KN95, N95, or greater protective device has been provided.

Appropriate inventory of PPE (which may include gloves, eye protection, surgical masks, and/or respirators as a situation may necessitate) will be maintained by departments that provide staff for surge response for ATD outbreaks or other public health emergencies. In the event there is a shortage of PPE due to a pandemic, current CDC/CDPH guidance for re-use of single use respirators will be provided.

VIII. SPECIAL PRECAUTIONS

Special precautions should be taken with suspected cases of TB and other highly infectious ATDs. Please see County Public Health for details on testing, exams, and documentation.

IX. OTHER RECOGNIZED HAZARDS

COVID-19 is an aerosol transmissible disease. Where the ATDECP applies, it supersedes the Inyo County CPP when the ATDECP provides those employees with the same or a greater level of protection against COVID-19 in the workplace.

Monkeypox (MPX) is an aerosol transmissible disease. It is a viral infection that can spread from infected humans, animals, and materials contaminated with the virus. There has been a rapid rise in cases in California since May 2022, though not to date in Inyo County. The disease is typically self-limited (resolves on its own without treatment) but may be severe in immunocompromised individuals.

MPX spreads primarily by close or direct contact with infectious rashes, lesions, scabs, or body fluids. It can also spread through touching materials used by a person with MPX that have not been cleaned, such as clothing, towels, and bedding. The virus can become airborne during changing or handling of contaminated linen. In addition to lesions on the skin, lesions may be located in the mouth or throat, and research is underway to further understand the role of respiratory fluids, droplets, and particles in the transmission of MPX. Public health recommendations to prevent the spread of MPX for employees entering rooms in which persons with suspected or confirmed MPX are located or were recently located include the use of NIOSH-approved particulate respirators equipped with fit tested N95 filters or higher, Eye protection (i.e., goggles or a face shield that covers the front and sides of the face), Gowns, and gloves. See also: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Mpox.aspx>.

Fentanyl is a member of the class of drugs known as fentanyl, rapid-acting opioid (synthetic opiate) drugs that alleviate pain without causing loss of consciousness (analgesic). Fentanyl depresses central nervous system (CNS) and respiratory function. Exposure to fentanyl may be fatal. Fentanyl is estimated to be 80 times as potent as morphine and hundreds of times more potent than heroin. It is a drug of abuse. Fentanyl (and other opioids) could possibly be used as an incapacitating agent to impair a person's ability to function. In October 2002, the Russian military reportedly used "a fentanyl derivative" against terrorists holding hostages in a Moscow theater; 127 of the hostages died. It is unclear whether the gas used also included other chemical agent(s). Fentanyl is odorless.

Fentanyl can be disseminated through indoor air, water, food, outdoor air, and agricultural means. **Fentanyl can be released into indoor air as fine particles or liquid spray (aerosol). Fentanyl can be used to contaminate water. Fentanyl can be used to contaminate food. Fentanyl can be released into outdoor air as fine particles or liquid spray (aerosol). If fentanyl is released into the air as fine particles or liquid spray (aerosol), it has the potential to contaminate agricultural products.**

X. SURGE PROCEDURES

All County employees are designated as emergency disaster workers and may be called upon to respond in the event of an emergency. Employees receive training in Standard Emergency Management System/National Incident Management System (SEMS/NIMS) and core competencies according to their job responsibilities. County Administration coordinates and delegates related or advanced training in accordance with local, state, and federal guidance.

A Rapid Response Team may be convened by the local Emergency Operations Command (EOC) in the event of a disease outbreak or other Public Health emergency. Surge fit testing may be performed by trained personnel under the supervision of the County Health Department or the local area hospital. If

appropriate, the County may maintain an emergency notification system, with key staff notified via the California Health Alert Network (CAHAN). Public Health handles procedures for accessing, and stockpiles of, respiratory and personal protective equipment. The Public Health Department may maintain its own Biosafety Plan.

XI. POST-EXPOSURE EVALUATION

All exposure incidents should be evaluated to identify and correct problems with the goal of preventing recurrence. The supervisor/manager is responsible for ensuring the required paperwork is completed and reviewed to identify the nature and significance of, and response to, the exposure. Evaluation will include a review of control measures and use of personal protective equipment.

XII. TRAINING

Employees are trained on the components of this Plan and how to access a copy upon initial job assignment to roles or tasks with elevated risk levels, annually thereafter, and when new information is added. Training may include online learning modules concerning Aerosol Transmissible Disease, Respiratory Protection, and use and maintenance of PPE. Each department is responsible for ensuring and documenting that employees with high exposure potential achieve training respective of their areas of assignment. Risk Management will provide assistance and an opportunity for interactive questions with employees concerning ATD exposures. See Exhibit A for a list of job titles which may require annual training.

XIII. RECORD KEEPING

Exposure records regarding employees should be kept separate from their personnel files. Records of documented occupational ATD exposures should be kept electronically for at least 30 years. Records of potential but unproven exposures may be shred after five years of notice of the potential event.

EXHIBITS FOLLOW.

Exhibit A: Job Titles Which May Be Required to Complete Annual ATD Training

Employees with the below titles perform tasks that may expose them to an elevated level of exposure to an ATD (as defined in the ATDECP). Due to the higher exposure potential (HEP), employees with these titles must complete annual training on how to protect themselves and respond to an exposure.

District Attorney (DA):

DA Criminal Investigator, DA Investigator I.

Health and Human Services (HHS):

Behavioral Health Clinician-jail, Behavioral Health Nurse (I-II), FIRST Supervisor, HHS Deputy Director- Social and Placement Services, HHS Specialist (I-IV), Home Visiting Supervisor, Human Services Supervisor-Housing, Integrated Caseworker (I-III), Nurse Case Manager, Parent Partner, Peer Support Specialist, Prevention Specialist-Re-Entry (I-III), Prevention Specialist-Home Visiting program (I-III), Program Manager-Social and Placement Services, Progress House Supervisor, Public Health Nurse, Re-Entry Coordinator, Registered Nurse, Residential Caregiver (I-III), Social Services Aide, Social Worker (I-IV), Social Worker Supervisor (I-II), Supervising RN, Supervising PHN, Wellness Center Supervisor, Wellness Center Supervisor.

Planning:

Code Compliance Inspector.

Probation:

Probation Officer, Rehabilitation Specialist, Probation Services Coordinator.

PAPG:

Public Administrator/Guardian, Public Administrator/Guardian Deputy.

Public Works (PW):

Airport Operations Supervisor, Airport Technician, Building Inspector, Building Maint Water Supervisor, Building Maint Worker, Custodian, Equipment Mechanic/Operator, Equipment Operator, Equipment Operator Lead, Gate Attendant, Road Maintenance Crew Supervisor, Road Maintenance Worker, Solid Waste Forman, Technical Building Official.

Sheriff's Department/Jail (SO):

Animal Control Officer, Animal Control Supervisor, Community Relations Liaison, Corporal, Corporal Correctional Officer, Correctional Officer, Deputy Sheriff, Evidence Technician, Investigator, Lieutenant, Reserve Deputy Sheriff, Sergeant, Shelter Assistant. For more information, see Sheriff Department Policy 1007.

Department Head or designee may exempt an employee from the annual training requirement if the employee will not be assigned to work that puts the employee at an elevated level of exposure to an ATD for the calendar year. If a job title or task should be added or removed, please contact Risk Management.

Exhibit B: Aerosol Transmissible Disease Vaccination Recommendations for Susceptible Health Care Workers (Mandatory)

<u>Vaccine</u>	<u>Schedule</u>
Influenza	One dose annually
Measles	Two doses
Mumps	Two doses
Rubella	One dose
Tetanus, Diphtheria, and Acellular Pertussis (Tdap)	One dose, booster as recommended
Varicella-zoster (VZV)	Two doses

Source: California Department of Public Health, Immunization Branch. Immunity should be determined in consultation with **Epidemiology and Prevention of Vaccine-Preventable Diseases**. (The “Pink Book” by the CDC is available for free download at www.cdc.gov/vaccines/pubs/pinkbook/index.html.)

Please note: Immunity titers may be drawn before asking an employee to decline/receive a vaccine, as the California vaccination registry was not operational when some employees received childhood vaccines, and employees might not have their records. Most employees will have immunity to the diseases listed above, as proven by titers, and this can save them from getting revaccinated unnecessarily. For example, Hep B titers are drawn on PH and WIC staff due to exposures inherent in their duties. They get revaccinated if their immunity has waned.

Exhibit C: Vaccination Declination Statement (Mandatory)

An employee subject to this ATDECP who declines to accept a recommended vaccination offered by Inyo County must sign and date the following or a similar statement as required by subsection 8CCR5199(h)(5)(E):

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring infection with _____ (name of disease or pathogen). I have been given the opportunity to be vaccinated against this disease or pathogen at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring a serious disease. If in the future I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.

Employee: _____ (print)

_____ (sign)

_____ (date)

RETURN FORM TO PERSONNEL AND MARK CONFIDENTIAL.

Exhibit D: Seasonal Influenza Vaccination Declination Statement (Mandatory)

An employee subject to this ATDECP who declines to accept the seasonal influenza vaccination offered by Inyo County must sign and date the following statement as required by 8CCR5199(h)(10):

I understand that due to my occupational exposure to aerosol transmissible diseases, I may be at risk of acquiring seasonal influenza. I have been given the opportunity to be vaccinated against this infection at no charge to me. However, I decline this vaccination at this time. I understand that by declining this vaccine, I continue to be at increased risk of acquiring influenza. If, during the season for which the CDC recommends administration of the influenza vaccine, I continue to have occupational exposure to aerosol transmissible diseases and want to be vaccinated, I can receive the vaccination at no charge to me.

Employee: _____ (print)
_____(sign)
_____(date)

RETURN FORM TO PERSONNEL AND MARK CONFIDENTIAL.

Exhibit E: Alternative Respirator Medical Evaluation Questionnaire (Pg 1/2)

This may be used instead of the questionnaire in the County's written Respiratory Protection Program.

To the PLHCP: Answers to questions in Section 1, and to question 6 in Section 2 do not require a medical examination. Employees must be provided with a confidential means of contacting the health care professional who will review this questionnaire.

To the employee: Can you read and understand this questionnaire (circle one): Yes No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Section 1. The following information must be provided by every employee who has been selected to use any type of respirator (please print).

- Today's date:
- Name: Job Title:
- Your age (to nearest year):
- Sex (circle one): Male Female
- Height: ft. in. Weight: lbs.
- Phone number where you can be reached (include the Area Code): ()
- The best time to phone you at this number:
- Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes No
- Check the type of respirator you will use (you can check more than one category): N, R, or P disposable respirator (filter-mask, non-cartridge type only); or other type (ex, half- or full-facepiece type, PAPR, supplied-air, SCBA).
- Have you worn a respirator (circle one): Yes No. If "yes," what type(s):

Section 2. Questions 1 through 6 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Have you ever had any of the following conditions?
 - Allergic reactions that interfere with your breathing: Yes No. What did you react to?
 - Claustrophobia (fear of closed-in places) Yes No
2. Do you currently take medication for any of the following problems?
 - Breathing or lung problems: Yes No
 - Heart trouble: Yes No
 - Nose, throat or sinuses Yes No
 - Are your problems under control with these medications? Yes No

Exhibit E: Alternative Respirator Medical Evaluation Questionnaire (Pg 2/2)

3. Do you currently have any of the following symptoms of pulmonary or lung illness?
- ☐ Shortness of breath when walking fast on level ground or walking up a slight incline: Yes No
 - ☐ Coughing that produces phlegm (thick sputum): Yes No
 - ☐ Coughing up blood in the last month: Yes No
 - ☐ Have to stop for breath when walking at your own pace on level ground: Yes No
 - ☐ Wheezing that interferes with your job: Yes No
 - ☐ Chest pain when you breathe deeply: Yes No
 - ☐ Shortness of breath that interferes with your job: Yes No
 - ☐ Any other symptoms that you think may be related to lung problems: Yes No
4. Do you currently have any of the following cardiovascular or heart symptoms?
- ☐ Frequent pain or tightness in your chest: Yes No
 - ☐ Pain or tightness in your chest during physical activity: Yes No
 - ☐ Pain or tightness in your chest that interferes with your job: Yes No
 - ☐ Any other symptoms that you think may be related to heart or circulation problems: Yes No
5. If you've used a respirator, have you ever had any of the following problems while respirator is being used? (If you've never used a respirator, check the following space and go to #6:____)
- ☐ Skin allergies or rashes: Yes No
 - ☐ Anxiety: Yes No
 - ☐ General weakness or fatigue: Yes No
 - ☐ Any other problem that interferes with your use of a respirator: Yes No
6. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes No

Employee: _____ (print) _____ (sign) _____ (date)

PLHCP: _____ (print) _____ (sign) _____ (date)

Inyo County Injury and Illness Prevention Program



Updated January 2025

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INTRODUCTION

Inyo County provides a safe and healthful workplace for all employees and approved volunteers. This document describes the County's effective injury and illness prevention program (IIPP) and its ongoing implementation in full compliance with California Code of Regulation 3203.

RESPONSIBILITY

The County Administrative Officer (CAO) is ultimately responsible for the safe and effective operation of county processes, employment practices, and the overall County workplace environment. The CAO has delegated to the Risk Manager the authority and responsibility for development, implementation support, and continuous improvement of the IIPP. The Risk Manager may be reached at risk@inyocounty.us or at 760.872.2908. Department Heads and their designees have the authority and responsibility for implementing the provisions of this program. Employees with responsibility to direct other workers are effectively trained and are expected to be competent in recognition, evaluation, and control of hazards that persons under their direction may be exposed.

COMPLIANCE

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Department Heads ensure that all safety and health policies and procedures are clearly communicated and understood by their employees. Supervisors and lead personnel enforce the rules fairly and uniformly. Department Heads and supervisors have access to support and services available from Risk Management. Employees report unsafe conditions, work practices or accidents to their supervisors immediately, and they use appropriate personal protective equipment (PPE) as instructed by their supervisors.

Our system for ensuring that all workers comply with these practices include the following:

- Informing workers of the provisions of this IIPP.
- Evaluating the safety performance of all workers with safety audits, performance evaluations, and informal check-ins.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in the manner as specified in the County's written Personnel Rules.

COMMUNICATION

All managers and supervisors are responsible for communicating with all workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

County policy requires open communication between management and staff on matters pertaining to safety. All input regarding safety is considered important, and employees are encouraged to actively participate in the safety program.

Employees should feel free to express any safety concerns during safety meetings and individually to supervisors and county leadership. Anonymous hazard report tool is at <https://www.inyocounty.us/iipp/anonymous-hazard-report-tool>.

All safety suggestions are seriously considered and provided a response. In turn, the County provides current safety news and activities, additional safety policies and procedural documents and training, safety reading materials, signs, posters, and bulletin boards for easy access to information. Also, all employees have an opportunity to receive safety training and voice personal opinions regarding safety and health matters at the regular meetings of the Labor/Management Health and Safety Committee.

The Labor/Management Health and Safety Committee (“Safety Committee”) complies with all requirements of T8CCR 3203 (7)(c) to satisfy the communication requirements of 3203. These requirements are:

- Meets regularly, but not less than quarterly.
- Retains agendas and minutes as written records of the safety and health issues discussed at the committee meetings for three years.
- Reviews results of annual safety audits.
- Reviews statistics and investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for prevention of future incidents.
- Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions.
- Submits recommendations to assist in the evaluation of employee safety suggestions.
- Upon request from the Division of Occupational Safety and Health (Cal/OSHA), verifies abatement action taken by the County to abate citations issued by the Division.

In addition to the Labor/Management Safety Committee, our communication system includes:

- New worker orientation, including a discussion of site-specific safety and health policies and procedures.
- Follow-through by supervision to ensure IIPP effectiveness.
- Workplace and site-specific safety and health training.
- Tailgate safety chats between supervisor and their personnel regularly and as needed for higher hazard job classifications.
- Onsite and in person meetings in response to creation of hazards or occurrence of injuries and illnesses.
- Posted and distributed safety information, including flyers and other signage.
- Anonymous workplace hazard reporting accommodated by an online portal.
- Codes of safe work practices, customized to each work type and location by the Department Head or designee, and explained to staff by supervisors.

HAZARD ASSESSMENT

Risk Management conducts periodic inspections to identify and evaluate workplace hazards according to the following schedule and purpose:

- At least annually for all locations where employees are regularly assigned to work.
- When new substances, processes, procedures or equipment that present potential new hazards are introduced into our workplace.
- When new or previously unidentified hazards are reported or recognized.
- When occupational injuries and illnesses occur and/or appear to repeat themselves.
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
- Whenever workplace conditions warrant an inspection.

Annual safety audits consist of a robust systematic approach to identification and evaluation of workplace hazards and improvements across most county facilities utilizing a standardized and frequently updated documentation system. Risk Management provides assessment reports based on documented evidence to Department Heads or their designees who are expected to respond within the time frame specified in the reports. An annual Safety Award may be given at the discretion of Risk Management based on annual inspection results. Risk Management keeps inspection records for three years.

ACCIDENT/EXPOSURE INVESTIGATIONS

Risk Management investigates workplace accidents, hazardous substance exposures, and near-accidents with full cooperation throughout the organization. Supervisors complete an initial incident investigation report (see exhibits). Procedures for investigating workplace accidents and hazardous substance exposures include visiting the scene as soon as possible, interviewing affected workers and witnesses, examining the workplace for factors associated with the incident, determining the cause/s of the accident/exposure, taking /directing/advising corrective action to prevent reoccurrence, and documenting findings and corrective actions.

HAZARD CORRECTION

Unsafe or unhealthy work conditions, practices or procedures shall be corrected and documented in a timely manner, which is generally within 30 days or 3 days, depending on severity of the hazards. Corrections are done when observed or discovered and to reduce anticipated future accidents. In addition, when an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, exposed workers are removed from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

TRAINING AND INSTRUCTION

Inyo County provides effective training to increase employee and supervisor awareness and understanding of workplace hazards of and improvements for safe and healthful work practices. All workers, including managers and supervisors, get training and instruction on general and activity -specific safety and health practices.

Each department keeps training records for one year and sends copies to Risk Management; however, records in Vector Solutions should not be copied or sent to Risk Management.

Training and instruction are provided as follows:

- To all new workers. Training may include training related to safety programs and plans related to the IIPP, when applicable to the employee's assigned duties and tasks, such as ergonomics, PPE, hazard communications, emergency action plan, medical emergencies, food safety for prevention of cross contamination, and respiratory viruses.
- To workers given new job assignments for which training was not previously provided.
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard.
- Whenever a new or previously unrecognized hazard is observed or reported.
- When the IIPP is substantially updated or modified.
- To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
- To all workers with respect to hazards specific to each employee's job assignment.
- To specific workers whenever retraining is determined to be necessary.

This training will include (but is not limited to):

- Explanation of our IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Availability/location of toilet, handwashing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping stairways and isles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that tend to be distracting and tend to adversely influence safety.
- Proper storage to prevent stacking goods in an unstable manner and storing materials and goods against doors, exits, for extinguishing equipment and electrical panels.
- Proper reporting of hazards and accidents to supervisors.
- Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
- Proper storage and handling of toxic and hazardous substances, including prohibiting eating or storing food and beverages in areas where they can become contaminated.

EMPLOYEE ACCESS TO THE IIPP

All employees and their designated representatives have a right to examine and receive a copy of this IIPP. New employees are provided a printed copy of the IIPP at new employee orientation, and Risk Management sends an electronic copy to all employees whenever the IIPP is updated substantially. A free printed copy may be obtained by request during business hours within five business days from a Department Head, Risk Management, or Personnel. A free electronic copy is available anytime at <http://inyocounty.us/iipp>. A copy of the IIPP does not include any of the records or steps taken to implement and maintain the IIPP.

WELLNESS AND WORKPLACE SAFETY

It is the intent of the County to support the well-being of employees by promoting mental, physical, nutritional, and emotional health, with options and flexibility to encourage physical activity as part of each employee's individualized health and wellness choices. Employees are advised to use their breaks as breaks. Wellness activities done while working can adversely influence safety. The Wellness Bonus may provide reimbursement for, among other things, physical fitness products and equipment; however, athletic equipment such as treadmills, ball chairs, and pedaling machines, regardless of funding source, may not be used while at work. Requests for reasonable accommodations regarding physical activity for wellness while working should be directed to the ADA Coordinator and follow the interactive process.

RECORDKEEPING

As a local government entity, the County is not required to keep records regarding the steps taken to implement and maintain the IIPP, including inspection and training records, per California Code of Regulation 3203(b)(exception 4). Risk Manager may retain such records electronically for up to three years.

RELATED DOCUMENTS

The following programs, found on the Safety page of the Intranet and from a Department Head or Personnel Office with a five business day notice, are under the umbrella of the IIPP: Aerosol Transmissible Disease Exposure Control Plan, Automated External Defibrillator Policy and Procedures, Bloodborne Pathogens Exposure Control Plan, COVID-19 Prevention Procedures, Driver and Vehicle Safety Policy and Operations Procedures, Emergency Action Guide (various topics), Employee Medical Services and First Aid Policies and Procedures, Fall Prevention Program, Hazard Communications Program, Hearing Conservation Plan, Heat Illness Prevention Program, Opioid Overdose Reversal Agent Policy and Procedures, Personal Protection Equipment (PPE) Policy and Procedures, Powered Industrial Truck Rules, Respiratory Protection Program, Safety Committee Statement of Purpose and Description, Wildfire Smoke Awareness, Workplace Violence Prevention Plan, and Workstation Ergonomics Program.

EXHIBITS

The most used reference documents and forms are attached in the following order. For other forms, see your supervisor or call Risk.

- A. Employee Work Related Injury Illness Process (1 page)
- B. Supervisor Incident Investigation Report (1 page)
- C. Non-Employee Incident Report (1 page)
- D. Routine Inspection Form (2 pages)
- E. Employee Vehicle Accident Report and Auto Coverage Certificate notice (3 pages)
- F. Job Classes Required to Wear Safety Shoes (1 pages)
- G. Hazard Assessment and Correction Record (1 page)
- H. Worker Training and Instruction Record (1 page)

IN THE EVENT OF A WORK-RELATED INJURY:



Inyo County Employee/Volunteer Injury & Illness Process

CALL: 1-877-215-7285

► **AVAILABLE 24 HOURS A DAY**

You'll Need This: "Inyo County QS947"

PROCESS:

1. *Injured Worker notifies Supervisor.*
2. *Injured Worker immediately calls hotline.*
Supervisor may call on behalf of worker if necessary.
HOWEVER - DIAL 911 if life or limb is threatened!!!
3. *Hotline Nurse gathers information by phone and helps Injured Worker access appropriate medical treatment.*
4. *Supervisor provides claim form to Injured Worker*
5. *Supervisor completes Supervisor Incident Investigation Report and submits to Risk.*
6. *Risk follows-up directly with injured worker.*

Program Benefits

- ⇒ **Get the right treatment faster**
- ⇒ **Accelerates claim reporting**
- ⇒ **Expedites benefits determination**
- ⇒ **Speak with a medical professional**

877-215-7285

Dial 911 or go to nearest hospital if life or limb is threatened!

Please post copies of this poster in multiple locations within your worksite. If the injury is non-life threatening, please call the Inyo County Employee Injury Reporting Hotline prior to seeking treatment. Minor injuries should be reported prior to leaving the job site. Registered Volunteers should use the same hotline.

SUPERVISOR INCIDENT INVESTIGATION REPORT

Required per Inyo County IIPP and California Code of Regulations, Title 8, Section 3203(a)(5)

Inyo County requires the supervisor of an employee who sustained an injury or illness at work to do the following: (a) Direct employee to call Injury Hotline at 877.215.7285 for reporting and medical triage [In an emergency, skip Hotline and dial 911 or help employee to nearest hospital]; (b) Provide "Employee's Claim for Workers' Compensation Benefits" (DWC-1) form to employee within 24 hours; (c) Complete Supervisor Incident Investigation Report and scan to Risk (risk@inyocounty.us); and (d) Once/if employee completes EMPLOYEE section of DWC-1, scan to Risk ASAP and send hardcopy via interoffice mail. DWC-1 is only required if injured working seeks medical treatment.

Injured Worker's Name, Title, Department: _____

Date & Time of Incident: _____ Location of Incident: _____

Event Type (check one box): ☐ First Aid Only ☐ Near Miss (no injury) ☐ Medical Treatment and/or Lost Time

Was DWC-1 provided to Worker? ☐ YES ☐ NO If yes, how & when was DWC-1 provided? _____

Ask injured worker for suggestions on preventing similar incidents, and write what they say here: _____

Describe property damage (if any): _____

Supervisor: Describe incident in your own words. Include consideration of direct, indirect, and root cause:

Who witnessed the incident (name, address, phone)? _____

Supervisor: Based on your review, what equipment, material, or chemical changes could prevent reoccurrence? _____

Supervisor: Based on your review, what task/procedural change/s could prevent reoccurrence? _____

Supervisor Corrective Actions. What actions have you taken as the result of this incident? _____

PRINT YOUR NAME: _____ PHONE #: _____

SIGN: _____ DATE: _____

NONEMPLOYEE INCIDENT REPORT

Complete in compliance with County policies and procedures regarding such incidents. Email Risk at risk@inyocounty.us.

Complete this form in the event a member of the public sustains property damage or personal injury while on County property or while engaging in a Inyo County event/activity to document the incident and alert Risk for review. Scan to [Risk@inyocounty.us](https://risk@inyocounty.us) and attach photos of the scene (not the person). Deliver originals to Risk Manager.

Name of Injured Person: _____ Their Phone #: _____

Person's Address: _____

Date & Time of Incident: _____ Location of Incident: _____

Weather: _____ Terrain: _____

What event and what was this person's role there? _____

Injury Type (check one box): Near Miss (no injury) ☐ First Aid Only ☐ Doctor/Clinic ☐ Emergency Room ☐

Describe Incident in your own words: _____

What suggestions, if any, did the injured person have for preventing similar incidents? _____

Describe assistance provided by County Employee/s (if any): _____

Describe property damage (if any): _____

Witnesses (name, address, phone): _____

What changes could be made in equipment, materials, and/or chemicals to prevent this in future? _____

What changes could be made to the specific activity to prevent this in future? _____

Actions Taken to Prevent Recurrence (include dates and names of those responsible): _____

PRINT YOUR NAME: _____ PHONE #: _____

SIGN: _____ DATE: _____

Location/s inspected:				Date:	2022
Inspector name & initials:				Escort:	
Signage and Recordkeeping (1-7)				Yes	No
				N/A	Corrective Actions
1	Signage in parking lot indicates that parking is at owner's risk.				
2	Safety posters specific to site hazards prominently present.				
3	Is record of last 3 yrs of inspections available?				
4	Evidence to document periodic safety training as appropriate?				
5	Evidence to document new employees safety training?				
6	Occupancy limits: No room with 1 door has >49 chairs in it.				
7	Elevators have current and posted inspection notice.				
Emergency Preparedness & Fire Prevention (8-20)				Yes	No
				N/A	Corrective Actions
8	Shade & Water (4oz/hr/EE) available for outdoor employees.				
9	Toilet and wash areas are clean and sanitary.				
10	Evacuation procedures, routes, & contact information are posted.				
11	Fire extinguishers: (a) w/in 75' of occupants, (b) have pin, (c) mounted, inspected within 12 months, (d) free from obstruction.				
12	Exits >=36" wide, w/o obstruction, with illuminated signs.				
13	Necessarily locked exits have interior emergency open feature.				
14	Fire doors are unlocked, closed, and not blocked open.				
15	A fire/evacuation drill occurred within 1 year.				
16	First Aid Kit: sanitary, orderly, filled, with locator signage.				
17	Is cash handling procedure acceptable??				
18	Pest & rodent controls in place and appear effective.				
19	Beacon or cell phones available @ unpowered locations.				
20	Brush/wild fire prevention measures good? Powerlines clear?				
Furniture, Storage, Hanging Objects (21-30)				Yes	No
				N/A	Corrective Actions
21	Furniture, tables, desks, and chairs in good condition.				
22	Blade secured on paper trimmers.				
23	Step stools available where needed. No standing on chairs, tables, etc.				
24	Suspended lights & decorations are secured to ceiling or wall.				
25	Wall shelves are not overloaded.				
26	Bookcases & cabinets over 5½ feet are secured to wall.				
27	File drawers are closed when not in use.				
28	No storage under desks which could create a trip hazard.				
29	Materials stored to minimize unnecessary climbing, reaching and bending.				
30	No storage within 18" of sprinkler heads or 24" from ceiling.				
Machinery, Tools, Equipment (31-39)				Yes	No
				N/A	Corrective Actions
31	Saws & other machines have appropriate labels & guards.				
32	Grinders: mounted, work rest@1/8", & tongue guard @1/4".				
33	Ladders have legible safety and compliance stickers.				
34	Noncompliant energy items locked out by LOBOTO trained EE				
35	Operating permits for all compressors are current & posted.				
36	Lock Out Tag Out is available to trained person on site.				
37	Tools secured to prevent breakage or falling on someone.				
38	Portable equipment inspected prior to use.				
39	Welding area ventilated & rigs have backflow regulators.				
PERSONAL PROTECTIVE EQUIPMENT - PPE (40-44)				Yes	No
				N/A	Corrective Actions
40	PPE signage is present where hazmat are used/stored.				
41	PPE is available as appropriate for hazards.				
42	Is PPE maintained in sanitary condition and ready to use?				
43	Is PPE use enforced when warranted?				
44	Does the AED (if present) meet the requirements?				

Walking/Working Surfaces (45-58)		Yes	No	N/A	Corrective Actions
45	Are all floor holes & floor openings guarded?				
46	Safe walking clearance where motorized equipment is used?				
47	Is ventilation adequate?				
48	Are employees advised of safe lifting practices?				
49	Entrances, aisles & corridors (>=32"), & stairways, are clear with adequate and consistent headroom?				
50	Carpets and rugs are in good condition, flat, and secure.				
51	Floors are in good condition, flat, and dry.				
52	Stairways, ramps (with non-slip surface), and corridors are illuminated with handrails (@>3 risers)/guardrails (@>30" rise) & stair treads in good condition.				
53	Ergonomic conditions adequate for workstations & processes?				
54	Work surfaces are clean, orderly, and unobstructed.				
55	Loose broken floor tiles are removed and open space covered.				
56	Exterior walk paths sufficiently flat (<1/4" lift), unobstructed, & lit.				
57	Work areas sufficiently illuminated (Ofc>500 lux, Shop>750 lux).				
58	Absence of tree/shrub intrusion to pathways or structures?				
Electrical Hazards - base on a random sampling of your area (59-66)		Yes	No	N/A	Corrective Actions
59	Cords and plugs are in good condition.				
60	Space heaters are absent and discouraged.				
61	Surge protectors used for IT equipment & not piggybacked.				
62	Extension cords not used as permanent wiring or piggybacked.				
63	Wall plates are in place over outlets and switches.				
64	Breakers or fuse switches are clearly labeled.				
65	Light fixtures are covered for breakage and operational.				
66	Electrical panels have 36" of unobstructed access.				
Hazard Communications & Hazardous Materials (raw, waste, dust)		Yes	No	N/A	Corrective Actions
67	Is a list onsite of all HazMat present?				
68	SDS binder/information is current, complete, and easy to locate.				
69	HazCom program in place (Right to Know, labeling, & training).				
70	All containers are labeled to identify contents and hazards.				
71	Flammables are stored in approved containers and cabinets.				
72	Compressed gas cylinders are labeled, capped, secured, and upright in ventilated areas.				
73	Spill kits are available in hazardous materials storage areas.				
74	Absence of observed leak/spill of hazardous material?				
75	Hazardous waste containers closed and labeled with contents, hazard/s, and accumulation date within 6 months.				
76	U-waste containers labeled with contents, hazard, & accumulation date within 12 months.				
77	Work areas near chemicals are free of open beverages & food.				
78	Eyewash stations inspected and tagged within 12 months.				
79	Combustible debris stored safely and removed promptly.				
80	Any interiors with dust accumulation?				
Vehicle-Related Safety (81-83)		Yes	No	N/A	Corrective Actions
81	Structural measures in place to prevent vehicular intrusion.				
82	Are employees instructed to perform pretrip inspections?				
83	Do powered industrial trucks have posted safety guides?				
COMMENTS					

EMPLOYEE VEHICLE ACCIDENT REPORT

In the event of a motor vehicle accident, get out of on-coming traffic for your safety, call 911 if someone was injured, call Dispatch if on a public roadway, inform your supervisor, and text Risk Manager (760.937.7378). Do not leave the scene until police release you. Do not discuss the event with anyone other than the police. Do not admit liability. Do not admit fault. Do not provide assurances to anyone about what the County will or will not do. Do not sign anything. Take photos, complete this two-page report, and email to risk@inyocounty.us within 24 hours if bodily injury or serious property damage occurred, or within 48 hours for non-serious incidents.

Date and Time of Accident: _____

Location (be specific): _____

Did police arrive and take a report (circle): **YES NO UNKNOWN**. Report Number? _____

Describe Road and Weather Conditions: _____

County Vehicle Number: _____

(if not county vehicle, list vehicle make, model, year, and license plate number)

Name of County Driver and Department: _____

County Driver's Mobile Number: _____

Was any driver injured? **YES NO** If yes, describe who and what was injured: _____

If an employee was injured, call Injury Hotline at (877) 215.7285 and inform Supervisor promptly.

Names of Other Occupants: _____

Were They Injured? **YES NO** If yes, describe: _____

Where did this vehicle go after incident (circle): **TOWED DRIVEN AWAY** _____

Traffic controls present (circle): **CAUTION SIGN STOP SIGN TRAFFIC SIGNAL OTHER NONE**

What Happened? _____

What could have been done to avoid this accident? _____

PRINT YOUR NAME: _____ DATE: _____ SIGN: _____

EMPLOYEE VEHICLE ACCIDENT REPORT

INFORMATION ON OTHER PEOPLE AND VEHICLES

How many other vehicles were involved? _____

Names of Witnesses: _____

Driver of Other Vehicle #1: _____

Driver's License Number and State: _____

Car Insurance Company and Policy Number: _____

Make, Model, Year, and License Plate #: _____

Describe Any Damage to Vehicle #1: _____

Number of other occupants to Vehicle #1: _____

Any Reported Injuries? YES NO If yes, describe: _____

Driver of Other Vehicle #2: _____

Driver's License Number and State: _____

Car Insurance Company and Policy Number: _____

Describe Vehicle: _____

(make, model, year, license plate number)

Describe Any Damage to Vehicle #2: _____

Number of other occupants to Vehicle #2: _____

Any Reported Injuries? YES NO If yes, describe: _____

Pedestrian/bicyclist (names and telephone numbers): _____

Any pedestrian/bicyclist injuries? YES NO If yes, describe: _____

ANYTHING ELSE TO REPORT? _____

PRINT YOUR NAME: _____ DATE: _____ SIGN: _____



NOTICE: Auto Coverage Certificates

In California, drivers must carry proof of personal auto insurance in their personal vehicles. However, per California Vehicle section 16020(b), drivers of vehicles owned/leased by public entities (including the County of Inyo) are not required to provide proof of insurance or otherwise carry auto coverage certificates. Please provide the bottom half of this page to another driver upon request.

County employees:

- Do not admit responsibility.
- Discuss details on scene only with Law Enforcement.
- Do not interfere with Law Enforcement.
- Obtain the following: Name, address, phone number, insurance company, and policy number.
- Take cellphone pictures (if safe to do so) of the other driver's license, insurance card, close-ups and wide-shots of all vehicles involved (before vehicles are moved), and road conditions. Email to risk@inyocounty.us. Do not photograph injuries or graphic scenes.
- Report the incident immediately to your supervisor, Department Head, and Risk Management. Please use "Employee Vehicle Accident Report" form.

CALIFORNIA INSURANCE IDENTIFICATION CARD

(THIS CARD MAY BE PRESENTED TO THE OTHER DRIVER UPON REQUEST)

Insured: County of Inyo

PLEASE DIRECT QUESTIONS/CLAIMS TO:

County of Inyo Risk Management
1360 N Main St, Bishop, CA 93514
Phone: 760.872.2908
risk@inyocounty.us

**This vehicle is owned/leased by a public entity
(Cal. Vehicle Code Sec. 16020(b))**

JOB CLASSES Requiring Safety Shoes/Boots

- Agricultural Biologist Supervisor
- Agricultural Biologist/Weights & Measures Specialist
- Agricultural Cannabis Inspector
- Agricultural Commissioner Deputy
- Airport Operations Supervisor
- Airport Technician
- Building & Maintenance Water Supervisor
- Building & Maintenance Worker
- Campground Attendant/Helper/Specialist/Lead
- Code Compliance Inspector
- Custodian
- Engineering Assistant
- Equipment Mechanic Heavy
- Equipment Mechanic Trainee
- Equipment Mechanic/Operator
- Equipment Operator Heavy
- Equipment Operator Lead
- Facilities Operations Supervisor
- Field Assistant
- Field Technician
- Field Technician Lead
- Food Cook/Supervisor
- Gate Attendant
- Mitigation Project Manager
- Park Helper
- Park Manager
- Park Specialist
- Park Specialist Lead
- Planning Associate – Mine Inspector
- Research Assistant
- Road Maintenance Supervisor
- Road Maintenance Worker
- Road Shop Supervisor
- Road Shop Supervisor
- Salt Cedar Manager
- Solid Waste Foreman

HAZARD CORRECTION TRACKING FORM

TOOL 3

1



Safety/Health Problem	Date Reported	Action Needed	Who is Responsible	Anticipated Completion Date	Date Action Completed	Follow-Up Needed

EMPLOYEE TRAINING RECORD



EMPLOYEE TRAINING RECORD			
Employee's Name	Training Dates	Type of Training	Trainers



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-34

Memorandum of Understanding between the County of Inyo and Inland Counties Emergency Medical Agency Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the County of Inyo and Inland Counties Emergency Medical Agency (ICEMA) for the use of County office space one day each week, and authorize the Health & Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Memorandum of Understanding (MOU) comes from the Inland Counties Emergency Medical Agency (ICEMA) requesting use of one interview room at the Quilter Consolidated Office Building one day every week for a local Public Services Employee-ICEMA to work in. ICEMA is the Local Emergency Medical Services Agency that serves Inyo and Mono Counties, in addition to San Bernardino County. Because ICEMA's offices are located in San Bernardino, ICEMA has funded and will be hiring a local liaison to assist with Emergency Medical Services support in the local area. Should this MOU be approved, ICEMA will hire a local resident to work with Inyo and Mono county staff on EMS-related activities.

Inyo County has entered into a similar MOU with the California Department of Social Services (CDSS), allowing occasional use of office space for a CDSS employee to coordinate with local emergency preparedness coordinators in Inyo and Mono County, with particular focus on mass care and shelter needs during an emergency. Health and Human Services is utilizing designated interview rooms for office space to accommodate these collaborative partners.

FISCAL IMPACT:

Funding Source	There is no fiscal impact associated with this item.	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A		N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

N/A
Future Fiscal Year Impacts
N/A
Additional Information

The County is not going to charge for the use of the space and will receive no reimbursement.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could chose to not authorize this Memorandum. This is not recommended as doing so will delay the inland Counties Emergency Medical Agency from hiring a local Public Service Employee to support Inyo and Mono counties.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Emergency Management and Emergency Medical Services Providers, local hospitals, Mono County Emergency Medical Services, and Mono County Health and Human Services.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Anna Scott	Created/Initiated - 1/23/2025
Darcy Israel	Approved - 1/24/2025
Keri Oney	Approved - 1/24/2025
Grace Weitz	Approved - 1/24/2025
John Vallejo	Approved - 1/24/2025
Aaron Holmberg	Approved - 1/24/2025
Amy Shepherd	Approved - 1/27/2025
Anna Scott	Approved - 1/29/2025
Nate Greenberg	Final Approval - 1/31/2025

ATTACHMENTS:

1. Inyo Facility Use Agreement with Inland Counties Emergency Medical Agency

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement), dated the latter date of execution below, is entered into between the County of Inyo (County) and Inland Counties Emergency Medical Agency (ICEMA).

RECITALS

WHEREAS ICEMA, as the Local Emergency Medical Services Agency (LEMSA), is responsible for ensuring effective emergency medical services (EMS) for San Bernardino, Inyo, and Mono counties. Through this partnership, the County would like to grant access, subject to availability, to the following facility, 1360 North Main Street, Bishop, CA 93514, for one Public Service Employee-ICEMA to use as a liaison to Inyo County, conduct operational area-related business, and provide support for any ICEMA-related functions in Inyo County. This agreement will allow ICEMA to better support the County.

NOW THEREFORE, to carry out the purposes of this Agreement and in consideration of the benefits to be received by the County and the community at large, it is agreed as follows:

AGREEMENT

1. **Term.** This Agreement shall be effective as of the latter date of execution below and shall continue until terminated, which may be done by either party without cause with thirty (30) days' advance written notice.
2. **Summary of Services Provided.** The County agrees to provide a workspace located at 1360 North Main Street, Bishop, CA 93514, to ICEMA for use by one Public Service Employee-ICEMA. The days and hours of use will vary with the workload required. The workspace provided shall include, at a minimum:
 - A desk or table for conducting administrative tasks.
 - Power outlets with a surge protector for plugging in and charging a laptop computer and a cell phone.
 - Access to a wireless (Wi-Fi) internet connection.
 - Use of kitchen/restroom facilities if available.
 - Conference room access or enclosed space to conduct video calls.
3. With the written approval of this Agreement, ICEMA shall be entitled to the use of unreserved parking spaces for one vehicle at 1360 North Main Street, Bishop, CA 93514.
4. **Fees.** The County shall not bill ICEMA for any office space, parking, or other fees.
5. **Alterations to Space/Furnishings.** There shall be no changes made to the configuration, structure, or furnishings of the workspace by ICEMA during the term of this Agreement. At the end of the term, the workspace shall be returned in the original condition and configuration.
6. **Access Requirements.** The ICEMA employee shall require access to the facility located at 1360 North Main Street, Bishop, CA 93514, from 8:00 a.m. to 5:00 p.m. during weekly scheduled office days. The County shall, to the best of its ability, reasonably accommodate access, outside regular scheduled hours, in the event of an emergency. ICEMA shall communicate any such emergency to the County at the earliest convenience.

7. **Indemnification.** ICEMA 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 ICEMA'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 negligence or willful misconduct of the County.

County shall hold harmless, defend and indemnify ICEMA 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 County'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 negligence or willful misconduct of the ICEMA.

- 7.1. With respect to any action or claim subject to indemnification herein by the County, the County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of ICEMA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the County's indemnification to ICEMA as set forth herein.
- 7.2. Where it is determined that the County shall indemnify ICEMA, the County's obligation shall be satisfied when the County has provided ICEMA with the appropriate form of dismissal, relieving ICEMA from any liability for the action or claim involved.
8. **Insurance.** ICEMA is a self-insured entity and will provide Worker's Compensation coverage for the ICEMA employee.
9. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement shall not be effective until executed by both Parties; (g) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (h) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions, or representations. In the event of a dispute, the Parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. Each party hereto hereby irrevocably and unconditionally waives trial by jury in any suit, action or proceeding between the parties and arising under this Agreement. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees.

- 10. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures (whether by facsimile, PDF or other email transmission), as well as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
- 11. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, three (3) days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the addresses set forth below:

To ICEMA:

EMS Administrator
ICEMA
1425 South "D" Street
San Bernardino, CA 92415-0060

To COUNTY:

HEALTH AND HUMAN SERVICES Director
INYO COUNTY
1360 N. Main St., Suite 201
Bishop, CA 93514

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**INYO COUNTY HEALTH
AND HUMAN SERVICES**

By: _____
Authorized Signature

Dated: _____

**INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY**

By: _____
Dawn Rowe
Chair of the Board of Directors

Dated: _____

APPROVED AS TO FORM:

County Counsel

By: Grace Weitz
County Counsel



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-18

Quitclaim for 3,000 Square-Foot Parcel on Cardinal Road, APN 014-294-10, to Convey to Aspendell Mutual Water Company County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

A) Approve the Quitclaim Deed and Sale Agreement conveying a 3,049 square foot parcel (APN 014-294-10) to the Aspendell Mutual Water Company for the purchase price of \$1.00; and authorize the Chairperson to sign, contingent upon the CEQA review period expiring; and
B) Find the sale to be exempt from CEQA pursuant to Section 15301 "minor alteration or expansion of existing facilities," and direct staff to file the corresponding notice.

BACKGROUND / SUMMARY / JUSTIFICATION:

On February 6, 2024, County staff reviewed all County-owned properties with the Board of Supervisors, as is required no less frequently than once every three years by the County's Real Property Management Policy. During that workshop, the Board indicated an interest in divesting of APN 014-294-10 in Aspendell to the adjacent property owner, the Aspendell Mutual Water Company. Aspendell Mutual Water Company plans to use the parcel to improve the operation of its utility for the benefit of the people of Aspendell.

On August 6, 2024, the Inyo County Board of Supervisors passed a resolution declaring the parcel to be exempt from the Surplus Lands Act and therefore available for divestment to the Water Company. On November 20, 2024, the State Department of Housing and Community Development (HCD) found the property qualifies as "exempt surplus land" and cleared the County to move forward with the divestment.

FISCAL IMPACT:

Funding Source	NA	Budget Unit	
Budgeted?	NO	Object Code	
Recurrence	NA	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

There will be no property tax revenue loss associated with the transfer of this land because it is transferred from one exempt organization to another.

Future Fiscal Year Impacts

NA

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to convey this property to the Aspendell Mutual Water Company. This is not advised, as the parcel is too small for development, is surplus land unneeded by the County, and could be of use to the Aspendell Mutual Water Company for a public purpose.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Aspendell Mutual Water Company

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Highest and Best use of Property

APPROVALS:

Meaghan McCamman	Created/Initiated - 2/3/2025
Darcy Israel	Approved - 2/3/2025
John Vallejo	Approved - 2/4/2025
Amy Shepherd	Approved - 2/4/2025
Nate Greenberg	Approved - 2/4/2025
Meaghan McCamman	Final Approval - 2/4/2025

ATTACHMENTS:

1. Quitclaim Deed - Aspendell Mutual Water Company
2. Housing and Community Development Surplus Land Finding - Aspendell

Requested By: Board of Directors of the Aspendell Mutual Water Company When Recorded Mail To: Aspendell Mutual Water Company 102 Sage Dr Bishop, CA 93514	Above space for Recorder's Use Only
--	-------------------------------------

QUITCLAIM DEED

APN: 014-294-10

DOCUMENTARY TRANSFER TAX is
 \$0 pursuant to Revenue and Taxation
 Code § 11911 and Inyo County Code
 Chapter 3.24.020

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of Inyo (Grantor) hereby remises, releases, and forever quitclaims to the Aspendell Mutual Water Company (Grantee), the following described real property in the Unincorporated Area of the community of Aspendell, County of Inyo, State of California.

Property Description:

POR NE4SW4 SEC 20 T8SR31E

IN WITNESS WHEREOF, the County of Inyo has executed this Quitclaim Deed on the dates indicated below.

Dated:

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

 Scott Marcellin
 Chairman
 Inyo County Board of Supervisors

On _____ before me, _____, personally

appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannon Street, Suite 400, Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

November 20, 2024

Meaghan McCamman, Deputy County Administrator
County of Inyo
168 N. Edwards
Independence, CA 93526

SENT VIA EMAIL TO: mmccamman@inyocounty.us

Dear Meaghan McCamman:

**RE: HCD's Review of County of Inyo Resolution No. 2024-24 Declaring
Assessor's Parcel Number 014-294-10 as "Exempt Surplus Land"**

Thank you for notifying the California Department of Housing and Community Development (HCD) of County of Inyo determination of APN 014-294-10 (Property) as "exempt surplus land."

HCD reviewed Resolution No. 2024-24 (Resolution) pursuant to Section 400 of the Surplus Land Act Guidelines. As explained below, HCD finds that the subject Property qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(B).

Analysis

According to the Resolution, the Property is approximately 3,049 square feet, no longer necessary for the County's use and will be sold to the adjacent property owner.

Conclusion

Based on the documentation provided, HCD finds that the Property qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(B). The City confirmed via email on October 21, 2024 that none of the characteristics listed under Government Code Section 54221(f)(2) apply to the Property.

Meaghan McCamman, Deputy County Administrator
Page 2

If you have any questions or need additional technical assistance, please contact Melissa Vasquez, Senior Housing Policy Specialist, at Melissa.Vasquez@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Laura Nunn". The signature is written in a cursive, flowing style.

Laura Nunn
Senior Manager, Housing Accountability Unit
Housing Policy Development



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2024-873

Managed Care Plans Anthem and HealthNet Funding Acceptance

Health & Human Services - Health/Prevention

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Tanksley, Deputy Director - Public Health Anna Scott, Health & Human Services Director & Prevention

ITEM PRESENTED BY

RECOMMENDED ACTION:

Ratify and approve funding from the County's Managed Care partners, Anthem and HealthNet, to support Community Planning for Health Assessment/Community Health Improvement Plan efforts for the Public Health and Prevention Division of Health and Human Services in an amount not to exceed \$27,000 for the period beginning January 1, 2025 to December 31, 2025 and authorize the Deputy Director of Public Health and Prevention to sign the Grant Agreement and Letter of Agreement.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Public Health and Prevention Division has worked closely with the two Medi-Cal Managed Care Plans in our services area, Anthem Blue Cross and HealthNet, to plan and complete a comprehensive Community Health Assessment (CHA) and will continue collaborating on a Community Health Improvement Plan (CHIP) based on data gathered during the CHA. The funds provided under this agreement will support the efforts of the Community Planning for Health Assessment/Community Health Improvement Plan covering the period of January 1, 2025 to December 31, 2025. The funding will be divided by our Managed Care Plans with Anthem covering 58%, \$15,596.87, and HealthNet covering 42%, \$11,403.13, totaling \$27,000. This is coming to the Board late due to receiving documents late from Managed Care Plans.

FISCAL IMPACT:

Funding Source	Grant Funded (Managed Care Plans)	Budget Unit	045100
Budgeted?	No - will be added at Mid-Year	Object Code	4499
Recurrence	One-Time Revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$27,000 for the period beginning January 1, 2025 to December 31, 2025. This will be included as part of the 24-25 Mid-Year process and FY 25/26 budget.

Future Fiscal Year Impacts

Up to \$27,000 for the period beginning January 1, 2025 to December 31, 2025. This will be included as part of the 24-25 Mid-Year process and FY 25/26 budget.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this funding, resulting in the loss of funding to support local Community Health Assessment and Community Health Improvement Plan.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

High Quality Services | High-Quality County Government Services

APPROVALS:

Ralph Cataldo	Created/Initiated - 12/20/2024
Darcy Israel	Approved - 12/30/2024
Melissa Best-Baker	Approved - 12/30/2024
Christian Milovich	Approved - 1/27/2025
Anna Scott	Approved - 1/29/2025
Amy Shepherd	Approved - 1/29/2025
John Vallejo	Approved - 1/30/2025
Nate Greenberg	Final Approval - 1/31/2025

ATTACHMENTS:

1. Population Health Management Program Grant Agreement
2. Letter of Agreement with Blue Cross of California Partnership Plan, Inc.



October 31, 2024

Stephanie Tanksley
Deputy Director
Public Health & Prevention
Inyo County Health & Human Services

Dear Stephanie Tanksley ,

Health Net, LLC ("Health Net), sometimes referred to as the "Health Plan" is pleased to inform you that it has approved a Population Health Management (PHM) Program grant in the amount of **\$11,403.13 to Inyo County Health & Human Services**, ("Grantee") on the terms and conditions of this Grant Letter and Agreement ("Agreement").

This Agreement is made and entered into effective **November 1st, 2024 ("Effective Date")**, by and between the Health Plan and **Inyo County Health & Human Services ("Grantee")** for the PHM Program.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Tax Exemption Status.** If Grantee is exempt from state and/or federal taxation, Grantee will provide The Health Plan proof of such exemption upon The Health Plan's written request. If the Grant is a taxable event for Grantee, Grantee agrees to pay all taxes associated with the Grant and Grantee will indemnify the Health Plan against any such taxes.

2. **Purpose of Grant.** Grantee agrees to use the entire Grant exclusively to support the specific goals, objectives, activities, and outcomes stated in Exhibit A. Grantee may not use any part of the Grant, including any interest earned thereon, for any other purpose without the prior written approval of the Health Plan. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.

3. **Term of Grant.** The grant period is from **November 1, 2024**, through **December 31, 2025** (the "Project"). Grantee shall fulfill all outlined grantee activities/deliverables/outcomes on or before the end of the grant period.

4. **Return of Grant Funds.** The Health Plan reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: (i) if the Health Plan, in its sole



discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement; (ii) if Grantee loses its status as an eligible Grantee under Paragraph 1 above; (iii) if Grantee fails to complete and/or achieve the specified grantee activities/deliverables/outcomes outlined in Exhibit A; or (iv) such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to the Health Plan or to this Grant.

5. Reports, Records, Audits and Site Visits. Grantee shall submit a final written report to the Health Plan in accordance with the due dates stated on the Grant Summary in Exhibit A. The Health Plan is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Project. Grantee shall allow the Health Plan and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such audits, verifications or program evaluations as the Health Plan deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

6. Representations. Grantee acknowledges, represents, and agrees (i) that it acts completely independently of the Health Plan and is solely responsible for any and all activities of Grantee including without limitation those activities that are supported by the Grant, and (ii), to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Health Plan, its affiliates, officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses, taxes and expenses (including reasonable attorneys' fees) arising from, or in connection with, the Project and any act or omission of Grantee, its employees, or agents, in applying for, accepting, receiving and expending the Grant.

7. Other Obligations. Grantee acknowledges that the Grantee has no obligation to the Company in consideration for the Grant, other than to (i) publicly recognize the Health Plan as a sponsor of the Project in all public hearings, public events and media sessions, (ii) collaborate with the Health Plan to enhance public awareness of the Health Plan's sponsorship of the Project, (iii) placement of the Health Plan's name and logo and a brief description of the Health Plan's sponsorship in all relevant marketing materials, collateral, social media and similar public communications stating that the Project was made possible through the generous support of the Health Plan, (iv) permit the Health Plan to use Grantee's name, trademark, logo and other identifies in communications and publications (including internet, radio, television, etc.) in furtherance of the Health Plan's efforts to inform others of its connection to the Project, and (v) provide the Health Plan with audio, visual and/or written testimonials that promote the Health Plan's connection to the Project.



8. Independence of the Parties. Neither the Grant nor this Agreement shall be deemed to create any relationship of agency, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone. If any portion of this Agreement is found to be illegal or invalid, it shall not invalidate the remaining portions of the document, provided the essential purposes for which each party has entered into this Agreement can still be achieved.

9. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the CFR.

10. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

11. Entire Agreement. This Agreement shall supersede any prior and contemporaneous oral and written understandings or communications between the parties, and it constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be delegated, assigned, amended, or modified except upon the written consent of both parties hereto.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Seleski", written over a light gray rectangular background.

Dorothy M. Seleski
Senior Vice President, Medi-Cal
Product Performance
Health Net



Agreed to: Stephanie Tanksley

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A
POPULATION HEALTH MANAGEMENT (PHM) PROGRAM FUNDING SUMMARY

GRANT NUMBER: 11-09-01	DATE AUTHORIZED: October 31, 2024
ORGANIZATION NAME: Inyo County HHS Public Health	AMOUNT: \$11, 403.13
GRANT PERIOD: November 2024 – December 2025	
PROJECT CONTACT, TITLE: Stephanie Tanksley, Deputy Director, Public Health & Prevention	
TELEPHONE: 760.873.7359	EMAIL: stanksley@inyocounty.us
COUNTY: Inyo	
HEALTH PLAN GRANT CONTACT: Vernell Shaw III, Director, Medi-Cal Regional Lead EMAIL: vernell.shawiii@healthnet.com	
<u>PHM PROGRAM GRANT PURPOSE:</u> The Population Health Management (PHM) Program is designed to ensure that all members have access to a comprehensive set of services based on their needs and preferences across the continuum of care, which leads to longer, healthier, and happier lives, improved outcomes, and health equity. Specifically, the PHM Program intends to: <ul style="list-style-type: none">• Build trust with and meaningfully engage members;• Gather, share, and assess timely and accurate data to identify efficient and effective opportunities for intervention through processes such as data-driven risk stratification, predictive analytics, identification of gaps in care, and standardized assessment processes;• Address upstream drivers of health through integration with public health and social services;• Support all members in staying healthy;• Provide care management services for members at higher risk of poor outcomes;• Provide transitional care services (TCS) for members transferring from one setting or level of care to another;• Reduce health disparities; and• Identify and mitigates Social Drivers of Health (SDOH)	
<u>DESCRIPTION OF GRANT/INVESTMENT:</u> The allocated funds are designated for various purposes including Community Health Assessment, equitable data collection, survey promotion, data sharing, administrative support, consultant fees, community engagement, and implementation strategies. SMART Goal: By December 2025, Inyo County Local Health Department, community stakeholders, and MCPs will work collaboratively to identify and implement targeted community and MCP interventions to improve Childhood Immunization Status (CIS-10 Combo and possibly 1-2 lowest performing immunizations) to exceed the DHCS benchmark 50th percentiles.	
<u>ALIGNMENT WITH DHCS' BOLD GOALS:</u>	



The grant objective aligns with the following DHCS' Bold Goals (as described in DHCS' Comprehensive Quality Strategy):

- ☒ Close racial/ethnic disparities in well-child visits and immunizations by 50 percent
- ☐ Close maternity care disparity for Black and Native American persons by 50 percent
- ☐ Improve maternal and adolescent depression screening by 50 percent
- ☐ Improve follow-up for mental health and substance use disorder by 50 percent
- ☐ Ensure all health plans exceed the 50th percentile for all children's preventive care measures

GRANT AMOUNT BREAKDOWN & DISBURSEMENT OF FUNDING

The following table includes a breakdown of grant funding by PHM Program activity:

PHM Program Activity	Funding Amount	DHCS Bold Goal Impacted
<ul style="list-style-type: none">Consultants who specialize in providing support on CHAs/CHIPs (e.g., data collection and analysis, stakeholder outreach and meeting facilitation, subject matter experts on topics such as the MAPP process, report writing) and Governance (convening support, etc.)Community engagement (e.g., incentives/food for community participation, funds for childcare, and gas cards)	\$11,403.13	Close racial/ethnic disparities in well-child visits and immunizations by 50 percent

The Health Plan will disburse the grant award in one (1) installment.

To be eligible for funding, Grantee must submit one (1) copy of Grantee's W-9 form and such other documentation reasonably requested by the Health Plan.

The Health Plan will make payment in the amount of \$11,403.13, **100% of the grant award** within approximately ninety (90) calendar days of the receipt of Grantee's completed Agreement.

The Health Plan shall have no obligation to provide any additional funding or grant support to Grantee under this Agreement or for any other purpose. Grantee shall refrain from using any portion of the Grant for costs not approved under this Agreement, including, but not limited to, the following:

- Capital campaigns;
- Endowments;
- Annual drives or fundraisers;
- Operating deficit or debt retirement;



- Services or costs previously funded by the Health Plan other duplicative funding source; or
- Direct services billable to the Health Plan, and/or other miscellaneous lines items.

GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES & REPORTING:

Grantee is agreeing to work in partnership with the Health Plan on achieving/impacting the DHCS Bold Goal(s) identified above.

During the **PHM Period (November 2024 – December 2025)**, with final reporting due to the Health Plan by December 31st, 2025, Grantee will do the following:

PHM Program Activity	GRANTEE ACTIVITIES/DELIVERABLES/OUTCOMES
<p>Inyo County Divisions of Public Health & Social Services will coordinate efforts on the following activities:</p> <ul style="list-style-type: none">▪ Host 12 Family Resource Nights▪ Community Engagement and CHIP surveys/focus groups▪ Incentives for Equity Trainings and Collaboratives▪ Contractor/Consultant for CHIP focus group facilitation and report writing	<ol style="list-style-type: none">1. Continued collaboration and engagement with Health Net and Anthem.2. Invite MCPs to attend, participate and listen-in during CHA Listening sessions and participate on the CHA/CHIP advisory committee.3. Complete CHIP Focus Groups.4. Provide incentive/gift cards and meals for in-person CHIP Listening sessions/Focus Groups (gift cards and meals will be used to incentivize residents to engage and participate).

The Health Plan may request additional reporting during the Grant Period and up to one (1) year after the expiration or termination of this Agreement.

The Health Plan may change the reporting due date based on changes or communications from DHCS' submission timeframe. The report will document progress and provide data in accordance with the progress report template provided by the Health Plan and include any other requirements imposed by DHCS. The reporting obligations of this Article shall survive any expiration or termination of this Agreement.

RECOGNITION:

Grantee agrees to place the Health Net logo, name, etc. on all related materials for the Grantee's Project as a sponsor and/or funder for this program. The Health Plan will work with the Grantee to determine which logo shall be used. In addition, Health Net will be acknowledged on the Grantee's website, media related materials and digital tools as a funding partner where appropriate as well as in relation to this program. If applicable,



Health Net as specified, will be listed as a Grantee funder at the appropriate level including but not limited to a donor wall, annual reports, newsletters, etc. Grantee agrees to submit to the Health Plan for review on the use of the logo and/or name on all materials in advance.

For the avoidance of doubt, in the event the Health Plan changes its name or logo in the future, all displays of such by Grantee shall use the then-current versions.

**LETTER OF AGREEMENT BETWEEN BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC. AND COUNTY OF INYO**

THIS LETTER OF AGREEMENT (the “Agreement”) by and between **Blue Cross of California Partnership Plan, Inc. and its affiliates** (“Anthem”) and County of Inyo (“Sponsored Party”) is effective upon the date of complete execution of the Agreement (the “Effective Date”).

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Anthem and Sponsored Party each desire to participate in a Provider Capacity Incentive Program (the “Program”) geared toward improving the quality of life and health outcomes of the Medi-Cal managed care population through the implementation of delivery system infrastructure, Enhanced Care Management (ECM) capacity building, and Community Supports (CS) capacity building and take up, and Community Health Assessments (CHA) and Community Health Improvement Projects (CHIPS). Anthem and Sponsored Party both agree to provide the Program goals, metrics and objectives as specified in Exhibit A, attached hereto and incorporated herein.
2. To the extent any provision contained in this Agreement conflicts with the terms and conditions of Sponsored Party’s Participation Agreement with Anthem, then Sponsored Party’s Participation Agreement shall control.
3. The parties acknowledge and agree that all information related to the Program created and/or furnished by one party to the other party as a result of this Agreement is proprietary and confidential. Sponsored Party and Anthem agree to comply with all applicable local, state, and federal privacy and confidentiality laws, including but not limited to the Health Insurance Portability and Accountability Act when providing services in accordance with this Agreement, and further agree not to use such proprietary and confidential information except for the purpose of carrying out their obligations under this Agreement. Neither party shall disclose any proprietary and confidential information to any person or entity without the other party’s express written consent, except as required pursuant to applicable law, regulatory requirements, or legal order, in which case such party shall immediately notify the other party of the receipt of any such request for disclosure prior to the disclosure.
4. The Agreement will commence on the Effective Date and will be in force until the DHCS incentive phase out fiscal year 2024-2025 from the Effective Date unless the Agreement is earlier terminated as specified in Section 6.
5. Either party may terminate this Agreement with or without cause on thirty (30) days prior written notice to the other party. This Agreement shall automatically terminate upon one or more of the following events:
 - a. Termination of Sponsored Party’s Participation Agreement with Anthem; or

- b. Sponsored Party fails to meet requirements and measurements as outlined in Exhibit A.
6. The parties hereto represent to each other that to their knowledge this Agreement (i) has been validly executed and delivered, and (ii) has been duly authorized by all corporate action necessary for the authorization.
 7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
 8. This Agreement is solely for the benefit of Sponsored Party and Anthem and will not be construed to give rise to or create any liability or obligation to, or to afford any claim or cause of action to, any other person or entity.
 9. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all liability, loss, claim, damage or expense, including defense costs and legal fees, incurred in connection with a breach of any representation and warranty made by a party in this Agreement, and for claims for damages of any nature whatsoever, arising from a party's performance or failure to perform its obligations hereunder.
 10. Sponsored Party agrees that capacity funds cannot be used for: capital campaigns, endowments, annual drives, operating deficit, debt retirement, replacement of previously funded services, direct services billable to other payers, or miscellaneous line items.
 11. Sponsored Party agrees to provide progress reports at least quarterly or as requested and submit outcome documentation by the end of the 3 year cycle. Outcome documentation of incentive activities includes using templates provided by ANTHEM. Training and technical assistance will be provided by ANTHEM.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Sponsored Party Name

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC.

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT A

The CalAIM Capacity Building Incentive Payment Program (IPP) is for Anthem California Medicaid business-only. Unless otherwise defined in this Agreement, all defined terms shall have the meanings set forth in the Sponsored Party Participation Agreement. Anthem may modify the terms and conditions of the Program at any time upon written notice to Sponsored Party.

Under the Program, Anthem will advance to Sponsored Party one lump sum in the amount of \$15,596.87 as an incentive to assist Sponsored Party with:

- ☐ Data infrastructure needs that align with ECM/CS requirements
- ☐ Billing/reporting assistance and development
- ☐ Staffing costs to support initial and growth capacity that aligns with Anthem's network needs (Geography, Cultural, PoF specific, etc.)
- ☐ Training and other Staff development/retention activities
- ☐ Health equity and health disparities around specific communities of focus
- ☐ CS Service model/program development
- ☐ Development and maintenance of HIE/HIT technology or community based EHR
- ☐ Community-based training forums
- ☐ Consulting/Program planning costs that focus on broad engagement across all stakeholders.
- ☐ Service model/program development to support Jail Re-Entry, Child Services PoF integration.
- ☒ CHA/CHIP

Approved Milestones:

Example: Training Program Launch: Collaborate with the Health Education Department at City College to launch the CHW training program.
Example: Community Health Worker Recruitment: Begin recruitment of the first batch of CHW trainees.

Provided that Sponsored Party meets its goals under the Program as specified herein during the term of the Agreement, then Anthem will waive repayment of such sponsorship, or a prorated portion, thereof.

If the Sponsored Party Participation Agreement between Anthem and Sponsored Party is terminated for any reason during the duration of this Agreement, Sponsored Party understands and agrees that it will repay the Sponsorship in full.

Provider Capacity Incentive Payment Program Funds Services and Goals

Measurements

In order to be eligible for Provider Capacity IPP funds, Sponsored Party is required to choose 1 or more goals as outlined below:

1. Increase staff roster size to serve more ECM and/or CS members.
2. Staff Training or Community Based Training forums to support ECM and/or CS Membership
3. Purchase or improve IT infrastructure to support ECM and/or CS systems including certified EHR technology, care management document systems, closed-loop referral, billing systems/services, and onboarding/enhancements to health information exchange capabilities.
4. Community/County Partnerships: Development and maintenance of HIE/HIT technology or community based EHR.
5. Community/County Partnerships: CS Service Model/Program Development and ECM Jail Re- Entry, Child Services PoF Integration
6. Community/County Partnerships: Consulting/Program Planning costs that focus on broad engagement across all stakeholders.
7. Closure of other identified gaps
8. CHA/CHIP



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2024-988

Amendment to the Airport Use License Agreement with United Airlines for Operations at the Bishop Airport

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the license agreement between the County of Inyo and United Airlines, Inc., with its principal place of business in Chicago, IL, extending the term end date from December 31, 2024 to December 31, 2027, and setting the License Fee for years four through six, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On December 14, 2021, your Board approved the Airport Use License Agreement with United Airlines. The Agreement gave United authorization to carry out commercial passenger air service at the Bishop Airport. The agreement also defined the fees to be paid for each commercial operation as well as the portions of the Airport available for exclusive and non-exclusive use by the airline.

Amendment 1 to the Agreement extends the term of the agreement by three years, to December 31, 2027, and sets the license fees for the next three years. The license fee is paid for each landing, it includes a 3% annual escalator, which is in line with the annual increase in other Inyo County airport rates and fees.

On August 11, 2021, a Notice of Determination was filed stating that a Negative Declaration was prepared for the Proposed Commercial Air Service at the Bishop Airport, pursuant to CEQA. This amendment to the United Airlines Airport Use License Agreement falls under the 2021 Negative Declaration.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	150100
Budgeted?	Yes	Object Code	4342
Recurrence	Ongoing revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$55,540 collected in United landing fees for the period between January 1, 2024 and June 30, 2024

Future Fiscal Year Impacts

Approximately \$100,000 collected per fiscal year, given the current flight schedule.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to ratify and approve this License Agreement amendment. This is not recommended, as that would prevent United Airlines from continuing to offer commercial air service at the Bishop Airport.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Transportation Services

APPROVALS:

Ashley Helms	Created/Initiated - 12/16/2024
Darcy Israel	Approved - 12/16/2024
Ashley Helms	Approved - 1/30/2025
Breanne Nelums	Approved - 1/30/2025
Keri Oney	Approved - 1/30/2025
Grace Weitz	Approved - 1/30/2025
John Vallejo	Approved - 1/31/2025
Amy Shepherd	Approved - 1/31/2025
Michael Errante	Approved - 2/3/2025
Nate Greenberg	Final Approval - 2/4/2025

ATTACHMENTS:

1. Amendment 1 to Airport Use License
2. United Airlines Use License Agreement

AMENDMENT NO. 1
TO THE
AIRPORT USE LICENSE AGREEMENT AND BETWEEN
COUNTY OF INYO AND UNITED AIRLINES, INC.

THIS AMENDMENT, entered into this ____ day of _____ 2025 is by and between the COUNTY OF INYO, a political subdivision of the State of California ("County"), and United Airlines, Inc., a Delaware corporation, with its principal place of business located at 233 South Wacker Drive, Chicago, IL 60606 ("Airline").

WITNESSETH:

WHEREAS, on December 14, 2021, County and Airline entered into an Airport Use License Agreement which granted Airline non-exclusive, nontransferable, fully revocable license ("Agreement") for use of certain property of the Bishop Airport to engage in the business of providing commercial air transportation.

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

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

ARTICLE 2.02 **LICENSE FEE**, the first sentence is revised as follows:

As a consideration for this License, Airline shall pay to County, on a monthly basis, the sum of: \$334.00 in Year 1, \$343.00 in Year 2, \$352.00 in Year 3, \$363 in Year 4, \$374 in Year 5, and \$386 in Year 6 per commercial departure from Airport attributable to Airline ("License Fee").

ARTICLE 3 **TERM**, is revised as follows:

This License may be terminated by either party hereto upon 60 days prior written notice to the other party. The term of the License ("License Term") shall be from December 19, 2021 through December 31, 2027. The License Term shall not be extended except by written agreement of the Parties. For purposes of Section 2.02, the years of this License shall be as follows:

Year 1: 12/19/21 to 12/31/22;	Year 4: 1/1/25 to 12/31/25;
Year 2: 1/1/23 to 12/31/23;	Year 5: 1/1/26 to 12/31/26;
Year 3: 1/1/24 to 12/31/24.	Year 6: 1/1/27 to 12/31/27;

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

THEREFORE, all parties agree to amend the original terms of the Agreement as stated above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Agreement to be executed by their respective authorized officers on the day and date herein above set forth.

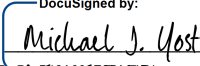
COUNTY:

County of Inyo

By: _____
Scott Marcelin
Inyo County Board Chair

AIRLINE:

United Airlines, Inc.

By:  _____
Michael J. Post
Managing Director- Airport Affairs
Corporate Real Estate

Approved as to form and legality:

 _____
Inyo County Counsel

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14th day of December 2021 an order was duly made and entered as follows:

*Public Works –
United Airlines Use
License Agreement*

Moved by Supervisor Pucci and seconded by Supervisor Roeser to approve the Use License Agreement between the County of Inyo and United Airlines for a non-exclusive, nontransferable, fully revocable license for use of a portion of the Bishop Airport property, located at 703 Airport Road, Bishop, CA, for the period of December 19, 2021 to December 3, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14th
Day of December, 2021

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



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____



County of Inyo



#13

Public Works

CONSENT - ACTION REQUIRED

MEETING: December 14, 2021

FROM: Ashley Helms

SUBJECT: Use License Agreement with United Airlines for the Bishop Airport

RECOMMENDED ACTION:

Request Board approve the Use License Agreement between the County of Inyo and United Airlines for a non-exclusive, nontransferable, fully revocable license for use of a portion of the Bishop Airport property, located at 703 Airport Road, Bishop, CA, for the period of December 19, 2021 to December 3, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

This Use License Agreement with United Airlines gives United authorization to carry out commercial passenger air service at the Bishop Airport. The agreement defines the fees to be paid for each commercial operation as well as the portions of the Airport available for exclusive and non-exclusive use by United.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this agreement.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Revenue from the agreement will be deposited into Budget 150100 (Bishop Airport Operating).

ATTACHMENTS:

1. AIRPORT USE LICENSE AGREEMENT

APPROVALS:

Ashley Helms
Ashley Helms
Darcy Ellis

Created/Initiated - 12/9/2021
Approved - 12/9/2021
Approved - 12/9/2021

Ashley Helms
John Vallejo
Amy Shepherd
Michael Errante

Approved - 12/9/2021
Approved - 12/9/2021
Approved - 12/9/2021
Final Approval - 12/9/2021

AIRPORT USE LICENSE AGREEMENT

This Airport Use License Agreement ("License") is made and entered into this 14 Day of December, 2021 ("Effective Date"), by and between the County of Inyo, a political subdivision of the state of California, whose business address is 168 N. Edwards St., Independence, CA 93526 ("County"), and United Airlines, Inc., a Delaware corporation, with its principal place of business located at 233 South Wacker Drive, Chicago, IL 60606 ("Airline"), each individually referred to herein as a "Party," and collectively as the "Parties." In consideration of the terms and covenants of this License, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS.

1.01. Pursuant to the Easement Deeds between the County of Inyo and the Los Angeles Dept. of Water and Power (Inyo County Recorded Doc. No. 2010-0003787-00 and Official Records Volume 17, Page 462, dated October 7, 1929) ("Easements"), the County has the right to occupy, operate, and maintain an airport known as the Bishop Airport, located at 703 Airport Road near the City of Bishop, Inyo County, California, together with the improvements located thereon ("Airport").

1.02. Airline is engaged in the business of providing commercial air transportation and desires to use the Airport for that purpose.

1.03. County is willing to allow Airline to use a portion of the Airport for that purpose together with such rights and privileges as are set forth in this Agreement.

ARTICLE 2 - LICENSE.

2.01. License. County hereby grants to Airline, for the License Term (as defined below), a non-exclusive, nontransferable, fully revocable license ("License") for use of that certain Airport property, as more particularly described below for the purposes, and upon the covenants and conditions, set forth in this License.

(A) *Premises*. For the purposes set forth in this License, Airline is hereby granted the non-exclusive right to use: airport terminal buildings (including, but not limited to, the Main Terminal building and the sprung structure, aircraft ramps, runways, taxiways, automobile parking areas, baggage handling room and airport staff break room; and the right to use floor space for: 2 kiosk(s), 2 ticketing counters and scale located in the Main Terminal Building, and 1 gate counter located in the Sprung Structure, for a total of approximately 50 square feet; and the exclusive right to use the 'Manager's Office'; collectively referred to as the "Premises" (and depicted in Exhibit "A" attached hereto). Airline, its employees, customers, passengers, agents, contractors and invitees shall have the right of ingress and egress to and from the Premises. Such right shall also extend to persons or organizations supplying materials or furnishing services to Airline, and the vehicles, machinery and equipment reasonably required by such persons or organizations.

(B) *Ground Equipment*. In conjunction with Airline's use of the Premises and for the purposes set forth in this License, Airline is hereby granted the right to store certain ground equipment, which may include an ADA Ramp, two aircraft tugs in the area between the terminal buildings, adjacent to the Airline supplied charging unit. The remainder of the ground equipment will be stored, nightly in the

leased hangar.

(C) *Common Areas.* In conjunction with Airline's use of the Premises and for the purposes set forth in this License, Airline is hereby granted the right to use in common with County and other tenants, occupants, and visitors those portions of the Airport designated by the County from time-to-time as "Common Areas." As of the Effective Date, the Common Areas include access roads, driveways, stairways, entrances, common walkways, sidewalks, common lobbies, hallways, lavatories, and other common facilities.

(D) *Support Services.* Airline may provide support services for Operating Affiliates (as defined subsequently), subject to all applicable conditions of this License. For purposes of this Section, Operating Affiliates shall be defined to mean "An air carrier that enters into an arrangement with Airline to provide passenger service on its behalf and (i) is a wholly owned subsidiary of Airline's and/or Airline's parent company or, (ii) uses the same livery as Airline, offers seats controlled and sold by Airline, and otherwise operates under substantially the same trade name(s) as Airline at the Airport."

2.02. License Fee. As a consideration for this License, Airline shall pay to County, on a monthly basis, the sum of: \$334.00 Year 1, \$343.00 Year 2, and \$352.00 Year 3 per commercial departure from Airport attributable to Airline ("License Fee"). The License Fee shall include scheduled commercial departures that are cancelled for mechanical reasons less than four (4) hours in advance of the scheduled departure, but it shall exclude scheduled commercial departures that are cancelled less than four (4) hours in advance of the scheduled departure due to inclement weather. The License Fee shall not include commercial departures resulting from a technical landing or other non-commercial departures. Airline shall remit the License Fee to the Airport Manager no later than ten (10) business days following the last day of each month during the License Term, accompanied by a written report setting forth the total number of commercial departures during the previous month attributable to Airline and the total number of cancelled departures during the previous month attributable to the Airline, at the address set forth in Section 12 of this License. Any License Fee not paid by the thirtieth 30th day of the month in which it is due shall accrue late fee in the amount of 1.5% of the outstanding License Fee per month. Invoices will be submitted to the Airline via email to ualrentlandinginv@united.com.

(A) *Ramp Fees.* Aircraft remaining on the ramp overnight will incur a ramp fee as set by the relevant Inyo County Ordinance.

(B) *Passenger Facility Charges.* The County may choose to pursue the collection of Passenger Facility Charges (PFCs) as stipulated by the Federal Aviation Administration's Order 5500.1 – *Passenger Facility Charges*. The Airline will participate in process as required by the FAA PCF Program.

ARTICLE 3 - TERM.

This License may be terminated by either party hereto upon 60 days prior written notice to the other party. The term of the License ("License Term") shall be from December 19, 2021 through December 31, 2024. The License Term shall not be extended except by written agreement of the Parties. For purposes of Section 2.02, the years of this License shall be as follows: Year 1: 12/19/21 to 12/31/22; Year 2: 1/1/23 to 12/31/23; Year 3: 1/1/24 to 12/31/24.

ARTICLE 4 - CONDITIONS OF USE.

4.01. Conduct of Business by Airline.

(A) Use of the Premises and Conduct of Airline's Operations.

(1) *Use.* The Premises shall be used by Airline solely for general commercial air transportation, and related airport purposes, including but not limited to storage, parking and maintenance of aircraft, administration and ticketing, and other lawful purposes incidental thereto.

(2) *Principal Use of Airport.* Airline hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all operations of Airline permitted by County, including the use hereunder, are subordinate to such use or operation which the County may conduct during the License Term and must be, at all times, compatible with such principal use, as County shall, in its reasonable discretion, determine.

(3) *Airport Rules and Regulations.* Without limiting the foregoing, the Airline's failure to comment or object to new Airport Rules in a timely manner before their implementation does not mean acceptance by the Airline of such new Airport Rules. Notwithstanding anything to the contrary, in the event of a conflict between the Airport Rules and the provisions of this Agreement, the provisions of this Agreement shall control.

(4) *Agreement Subject to Airport Easement.* As noted in Section 1.01, the Airport property is subject to Easements between the County and the Department of Water and Power of the City of Los Angeles, which are included as Exhibit B and C, and are incorporated into this agreement by reference.

(5) *Compliance with Applicable Laws.* Airline shall, at Airline's own cost and expense, obtain and maintain all licenses, permits, certificates, or other authorizations of any governmental authority having jurisdiction over such matters, including, but not limited to, the FAA and Department of Homeland Security – Transportation Security Administration (TSA), which may be necessary for the conduct of Airline's operations on the Premises. Without limiting the generality of the foregoing, Airline shall comply in all material respects with all applicable laws, ordinances, codes, rules, orders, directions and regulations of any department, bureau or agency, or any governmental authority having jurisdiction over Airline's operations, occupancy, maintenance and use of the Premises under this License, including, but not limited to, the federal government, State of California, County of Inyo, City of Bishop, and the FAA ("Applicable Laws"). Airline shall not knowingly commit any violation of the Applicable Laws on the Premises or at the Airport during the License Term.

(6) *Snow Removal.* The County will provide snow removal from Airport parking lots and access roads. Removal of snow shall be done as soon as practicable recognizing that the County's first-priority for snow removal will be all Aircraft Movement Areas and airport access roads in accordance with Airport's approved Snow and Ice Control Plan (SICP) within the Airport Certification Manual (ACM).

(7) *Access Control.* Airline will, upon request, be issued keys and/or proximity cards for access to the parts of the Premises in which it conducts business. The Airline is responsible for accounting for keys/cards on a monthly basis, and, reporting lost keys/cards immediately to the Airport Manager. In the event that one or more keys issued to Airline are lost, County will have the affected building or room re-keyed at the Airline's expense. Re-keying costs will include keys (including keys for other tenants at the Airport that use the same key/lock), lock cylinders, and time and material costs charged to the Airport by third parties hired to re-key effected locks. In the event that a proximity card is lost or stolen, the County will reprogram all access control points affected. If re-keying or

reprogramming is required, an administrative fee of \$30.00 will also be assessed by the Airport. All keys and proximity cards must be returned by Airline upon termination of this License or the Airline will be charged for re-keying the affected facility as indicated above.

(B) Restrictions on Use.

(1) *Permitted Uses Only.* Airline shall not use the Premises for any purpose other than the uses specified in Section 4.01 (A) above.

(2) *No Waste, Nuisance or Interruption of Tenants; Effect on Insurance.* Airline shall not use or permit the use of the Premises in any manner that will (a) create any waste or nuisance; or (b) interrupt the business of other tenants of the Airport. County shall give Airline notice of any action by Airline that County reasonably deems to be a waste, nuisance, interruptive of other tenants' business, or in conflict with property insurance policies, and a reasonable opportunity to cure such action.

(C) Airport Use. In connection with the ownership and use of the Airport by County, Airline hereby agrees as follows:

(1) *Maintenance of Landing Area and Publicly-Owned Facilities.* Subject to Airline's maintenance and repair duties set forth in this License, so long as the Airport is being used and operated by County, County shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. The Airline shall store equipment so as not to interfere with snow removal operations. Equipment damaged during snow removal operations (if improperly stored) will be repaired/replaced at the Airline's expense.

(2) *No Interference with Take-Offs and Landings.* Airline shall not make use of the Premises or take any action under this License in any manner which interferes with the landing and taking off of aircraft from the Airport. In the event the aforesaid covenant is breached, and upon prior notice to Airline, County reserves the right to enter upon the Premises and cause the abatement of such interference, at the expense of Airline.

(3) *Restricted Areas.* Airline shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas ("Air Operations Area") located on the Premises, as stipulated in the Airport Security Program (ASP), including the precautions established pursuant to Section 4.01(D).

(4) *Rights of Other US. Government Agencies.* This License and all the provisions hereof shall be subject to whatever right agencies of the United States Government now have, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or nonexclusive use of the Airport, by the United States during the time of war or national emergency or otherwise.

(D) Airport Security.

(1) *Airline Responsibilities.* Airline is responsible for adhering to all applicable federal, state and local laws, the Airport's ASP, rules and regulations in and around the Premises, and shall use reasonable efforts to ensure that Airline's employees, agents, contractors, guests, customers, and invitees comply with respect to entry upon the Air Operations Area or other portions of the Airport designated by County in the ASP from time to time as security areas ("Secure Areas") while under the

direction or authority of Airline.

(2) *Access.* Airline shall take such reasonable actions as are necessary to prevent, and shall prevent, unauthorized entries into Secure Areas by its employees, customers, passengers, guests, agents, contractors and invitees.

(3) *Personnel Identification.* County may issue identification cards, badges, or other devices ("Identification Badges") to persons authorized by Airline to enter the Premises, Air Operations Area, or Secure Areas on a regular or routine basis. Identification Badges must be worn by such persons at all times while on the Premises, or in an Air Operations Area or Secure Areas in a manner that can be readily seen by County, and shall be provided to County, or any law enforcement officer, for inspection upon demand. Airline shall not permit any person to enter the Air Operations Area or Secure Areas at Airline's invitation, direction, or authority or through the Premises without such person either having an Identification Badge or being under the direct control of an individual having an Identification Badge. Airline shall reimburse County for all reasonable costs incurred by County to issue such Identification Badges.

(4) *Control of Personnel Identification Badge.* County may periodically change the type or system of Identification Badge used, and upon any such change County will issue new Identification Badges to Airline at no charge. Identification Badges may expire periodically and Airline shall reimburse County the costs incurred by County to issue replacement Identification Badges upon expiration. If an individual for whom an Identification Badge has been issued terminates employment or otherwise ceases to be properly authorized to enter the Premises, Air Operations Area or Secure Areas, or if the Identification Badge is lost, Airline shall, promptly upon knowledge, notify the Airport Manager. Such notice shall be promptly confirmed in writing to County.

(5) *Vehicles.* Airline shall be fully responsible and liable for operating, or allowing its employees, agents, and contractors to operate, vehicles on the Premises or in the Air Operations Area or other Airport areas adjacent to Air Operations Area and shall comply with any reasonable and nondiscriminatory conditions required by County (such as identifying stickers) and adhering to drivers training. Employee's personal vehicles may only be parked in designated parking lots which are located on the Airports landside. Personal vehicles remaining at the Airport overnight outside of an employee's work shift may be assessed a parking fee.

(6) *Airport Security Regulations.* To the extent applicable to Airline's operations, Airline shall comply with 49 Code of Federal Regulations Part 1542 regarding airport security which requires that all persons who have unescorted access to the secured areas of the Airport have criminal background checks and/or other requirements as directed by County so as to comply with all Federal Regulations and requirements of the ASP pertaining to airport security. Airline shall maintain records of employee background checks, to the extent such is required by applicable regulations, and shall make such records available to the FAA and County as may be requested from time to time.

(E) Hazardous Materials.

(1) *Restrictions.* Airline shall not knowingly cause or permit any Hazardous Materials, as defined in Section 4.01(E)(7), to be brought upon, used or kept in or about the Premises or the Airport by Airline, its employees, agents, and contractors in a manner that fails to comply in all material respects with any and all applicable federal, state, and local rules, regulations, restrictions, ordinances, statutes, laws, permits, and/or other orders of any governmental entity regarding the use,

storage, handling, distribution, processing and/or disposal of such Hazardous Materials ("Environmental Laws"). Aircraft deicing fluid shall be used and disposed of in accordance with rules and regulations set by the state of California and the County of Inyo's Environmental Health Department. The Airline shall be responsible for any cleanup efforts required due to a deicing fluid spill by the Airline. This does not include normal aircraft deicing activities.

(2) Except for: (i) conditions that existed prior to Airline's occupancy of Premises or Airport pursuant to this License; or (ii) those conditions caused by a third-party not within Airline's reasonable control, and excluding Airline's employees, agents, and contractors, in the case of any spill, leak, discharge, release, or improper storage of any Hazardous Material on the Premises or Airport caused by Airline, Airline shall make any necessary repairs or corrective actions in accordance with requirements of all applicable Environmental Laws, to clean up and remove any spill, leakage, discharge, release, or contamination to the extent required by applicable Environmental Laws. If Airline fails to repair, cleanup, properly dispose of, or take any other corrective actions as required herein, County shall provide Airline with written notification and a reasonable period of time in which to cure, at the termination of which County may (but shall not be required to) take all reasonable steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leak, discharge, release, or contamination. County shall document such cleanup costs. Any such reasonable repair, clean up, or corrective action taken by County shall be at Airline's sole cost and expense, and Airline shall indemnify and pay and/or reimburse County for any and all costs (including any administrative costs) County incurs. Further, Airline shall be proportionately liable for all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, which arise during or after the License Term as a result of such contamination to the extent such contamination was caused by Airline, including, without limitation, reasonable costs incurred in connection with any investigation of site conditions, including regular inspections, or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental law. The obligations of Airline under this subsection shall survive the expiration or termination of this License and the License Term.

(3) *Notice.* Airline shall promptly supply County with copies of all forms, reports, correspondence, and submissions made by the Airline to any governmental entity regarding any Hazardous Material spill, leak, discharge, release, contamination, or clean-up upon the Premises, including test results.

(4) *Testing.* If County reasonably believes that Airline is causing Hazardous Materials to be placed on the Premises or Airport in violation of Environmental Laws or this License, County shall have the right, at any time, to cause the ground water, soil, and air to be tested to detect the presence of Hazardous Materials at least once every twelve (12) months during the License Term. County shall supply Airline with copies of such test results. Notwithstanding the foregoing, County may have testing performed at more frequent intervals at its expense.

(5) *Access.* County and County's agents shall, after having first provided reasonable written notice to Airline, have the right to inspect the Premises at reasonable times and in the presence of an Airline representative for the purposes of ascertaining Airline's compliance with Environmental Laws and this License.

(6) *Environmental Indemnification.* With respect to environmental matters, Airline shall indemnify, defend and hold harmless County, its officials, officers, employees, and agents from and against any and all claims, actions, damages, liability, losses, costs, or obligations of any kind or nature, including, without limitation, attorneys and experts' fees and litigation costs, arising out of any

releases of Hazardous Materials due to the negligence of Airline, its employees, agents or contractors in connection with this License. Airline shall not indemnify County, its officials, officers, employees, or agents from or against any claim, action, damage, liability, loss, costs or obligation of any kind to the extent arising out of (i) the actions or omissions of third parties who are not within Airline's reasonable control, excluding Airline's employees, agents, and contractors; or (ii) pre-existing contamination due to the release of Hazardous Materials at the Premises or the Airport. This provision shall survive the termination of this License and the License Term.

(7) Definitions. As used in this License, the term "Hazardous Materials" means: (a) any hazardous or toxic substance, material, or waste which is or becomes regulated by any local, state or federal government, or special district; (b) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317); (c) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903); (d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601); (e) defined as a "hazardous waste" or as a "hazardous substance" pursuant to Section 25117 or 25316 of the California Health and Safety Code, or contained in the list promulgated pursuant to the Safe Drinking Water and Enforcement Act of 1986 (Health and Safety Code Section 25249.5 et seq.); (f) substances defined as "hazardous materials" in the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq. (49 U.S.C. Section 5102); (g) any infectious wastes or substances; (h) polyfluoroalkyl substances (PFAS); or (i) petroleum and any by-products thereof. References herein to specific statutes or laws shall also be references to any amendments of or applicable successor statutes or laws.

(8) Storage. It is the intent of the Parties hereto that the provisions of this License regarding the use and handling of Hazardous Materials shall also apply to Airline's storage upon the Premises or Airport of any substances, including, but not limited to, gasoline and diesel fuels, in above-ground storage tanks.

(F) Compliance with National Pollution Discharge Elimination System Rules. Airline shall ensure its compliance, and the compliance of its employees, agents and contractors operating under Airline's control, with all applicable National Pollution Discharge Elimination System ("NPDES") storm water rules. The Parties recognize that cooperation is needed in order to ensure compliance with NPDES requirements in a way that ensures a safe and cost-effective Airport operation. County shall provide Airline with advance written notice and an opportunity to comment on any proposed changes to the NPDES permit and any applicable storm water pollution prevention plan ("SWPPP").

(G) Liens. Airline shall keep the Premises and Airport free and clear of any liens or claims of lien arising out of any work, labor, services or materials performed at or furnished to the Premises or Airport by or for Airline.

(H) Payment of Taxes. Airline agrees to and shall pay all taxes of any kind that may be lawfully assessed on Airline's interest under this License or use of County property pursuant hereto and shall pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Airline's usage of the Premises or Airport that may be imposed upon Airline by applicable law.

ARTICLE 5 - UTILITIES, REPAIRS, AND MAINTENANCE.

5.01. Airline's Obligations for Premises. Airline shall conduct its operations so as to maintain the Premises including all facilities, utilities and equipment serving the Premises or used by Airline in connection with this License, in good order, condition, and repair, reasonable wear and tear excepted. County shall be responsible for the cost of making those repairs to the facilities and utilities serving the Premises or used by Airline in connection with this License. County shall be liable to Airline for any injuries and/or damage caused by any repairs, alterations, or improvements performed by County and/or its contractors or subcontractors. Notwithstanding the foregoing, Airline shall not be required to maintain or repair structural or mechanical elements of Airport or Premises, which shall be the County's sole responsibility.

5.02. Utilities. The County reserves the right to install a sub-meter at the Airline charging station located adjacent to the terminal building, and to invoice for the Airline's portion of the electrical service charges.

5.03. No County Obligations. Notwithstanding Section 5.01 above, during the License Term, and while Airline occupies the Premises, County shall have no obligation to make any repairs or alterations to the Premises or Airport other than as expressly and specifically set forth in this License. Airline hereby waives any and all rights provided in Sections 1941 through 1942, inclusive, of the Civil Code of California, and hereby waives, to the extent permissible, any rights other than statutes or laws now or hereafter in effect which are contrary to the obligations of County under this License, or which place obligations upon County in addition to those provided in this License.

5.04. County's Reservation of Rights. During the License Term, County reserves the right, in its reasonable discretion, to reconstruct, alter, or improve any portion of the Airport to such standards as it shall determine appropriate; provided however, Airline acknowledges that County has no obligation to make such alterations or improvements. County will provide Airline reasonable notice of work that will impact Airline operations or full use of Premises.

5.05. Alterations and Improvements. Airline shall make no alterations or improvements in or on the Leased Premises without the prior written consent of County, which shall not be unreasonably withheld, conditioned, or delayed. All alterations and improvements made by Airline, 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 Airline and County. Any damage occasioned by the installation or removal of Airline's personal property shall be repaired by Airline.

ARTICLE 6 - INSURANCE AND DAMAGE OR DESTRUCTION

6.01. Insurance.

(A) Time for Compliance. Airline shall not commence operations under this License until it has provided evidence reasonably satisfactory to the County that it has secured all insurance required under this Section.

(B) Minimum Requirements. Airline shall, at its sole expense, procure and maintain for the duration of the License Term insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of the License by the Airline, its employees, customers, passengers, agents, contractors or invitees. Such insurance shall meet at least the following

minimum levels of coverage:

(1) *Minimum Scope of Insurance.* Coverage shall be at least as broad as the following: (a) Comprehensive Aircraft Hull and Liability Insurance to include Aircraft Physical Damage Insurance (including War Risk Coverage and other allied perils coverage) and Aircraft Liability Insurance (including War Risk Coverage and other allied perils coverage) (b) Aviation Comprehensive General Liability to include but not limited to Hangarkeepers, Premises, Products and Completed Operations; (c) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (d) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) *Minimum Limits of Insurance.* Airline shall maintain limits no less than: (a) Comprehensive Aircraft Hull and Liability: Aircraft Physical Damage Insurance in the amount of the full fair market value of the aircraft and Aircraft Liability Insurance in an amount not less than \$100,000,000 per occurrence combined single limit, for bodily injury and property damage, including passengers. Coverage shall be extended to include war, hijacking and other perils; (b) Aviation Comprehensive General Liability: \$100,000,000 per occurrence for Hangarkeepers, Premises, Products and Completed Operations; (c) Automobile Liability: ISO Business Auto Coverage in the amount of \$5,000,000 per accident for bodily injury and property damage; and (d) 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.

(C) Separation of Insureds. All insurance required by this Section shall contain standard separation of insureds provisions.

(D) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A- VII or equivalent or reasonably satisfactory to County.

(E) Verification of Coverage. Airline shall furnish County with certificates of insurance effecting coverage required by this License on forms satisfactory to County. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by County if requested. All certificates must be received and approved by County before the License commences. County reserves the right to require complete, certified copies of all required insurance policies, at any time, for review at Airline's offices.

(F) Review of Coverage Limits. The amount of the insurance policies provided for in this Section may be reviewed and increased by County where it determines such increase is reasonably necessary, in its sole discretion, and within commercial standards of similar aviation transportation companies. If County determines such an increase is necessary, Airline shall increase the insurance coverage as requested by County.

(G) Failure to Maintain Insurance. If Airline at any time during the License Term shall fail to secure or maintain the foregoing insurance, County shall be permitted to obtain such insurance in County's name or as the agent of Airline after providing Airline with reasonable written notice of its intent to do so. Any amount so paid by County as insurance premiums shall become immediately due and payable by Airline to County, together with interest on such paid insurance premiums at the rate of seven percent (7%) per annum computed from the date written notice is received that the premiums have been paid.

ARTICLE 7 - CONDITION OF PREMISES; WAIVER AND RELEASE

7.01. **Acceptance of Property As-Is.** Airline accepts the Premises and all fixtures in "as is" condition, with all faults. Airline acknowledges and agrees that Airline is entering the Premises under this License based on Airline's own investigations and knowledge of the Premises and that, except as otherwise specifically stated in this License, neither County nor any agent of County, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of the Premises or the fitness, suitability, or safety of the Premises for Airline's use or any particular purpose or use.

7.02. **Release.** Airline fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action of any kind or nature against, and covenants not to sue, County, its officials, officers, directors, employees, departments, commissions, and all persons acting by, through or under each of them, under any present laws, statutes, or regulations for any claim or event relating to the condition of the Premises or Airport, or Airline's use thereof, caused solely by the negligence or intentional wrongdoing of Airline.

7.03. **Waiver of Loss Damage.** County shall not be liable for any loss or damage to property of Airline, its employees, agents, or contractors located in the Premises or Airport, or for any injury to such persons, including wrongful death, except to the extent caused by the negligence or willful misconduct of County. All property of Airline, its employees, agents, and contractors kept or stored at the Premises or Airport shall be so kept or stored at the sole risk of Airline and Airline shall hold County free and harmless from and against any and all claims arising out of or in connection with damage to the same, except that caused by the negligence or willful misconduct of County.

7.04. **Destruction.** If, during the License Term, the Premises or Airport is totally or partially destroyed by fire or other casualty, rendering the Premises or Airport totally or partially inaccessible or unusable, County/Airline shall have the option to immediately terminate this License by giving written notice to Airline/County, with no liability of any kind or nature to Airline.

7.05. **Extent of County's Obligation to Restore.** If County elects to restore the Premises or Airport in the event of its partial or complete destruction, County shall not be required to restore alterations or improvements made by Airline, Airline's trade fixtures, and Airline's personal property, such excluded items being the sole responsibility of Airline to restore, at Airline's discretion.

ARTICLE 8 - INDEMNIFICATION.

Airline hereby agrees to and shall indemnify, defend and hold harmless County, its officials, officers, employees and agents from and against any and all third party claims, actions, damages, liability, losses, costs, or obligations of any kind or nature, including, without limitation, reasonable attorneys and experts fees, and reasonable litigation costs, arising out of or in connection with the acts, errors, or omissions of Airline, its employees, agents, or contractors in connection with this License, or the use of the Premises or Airport by Airline, except where such indemnification is prohibited by law and except to the extent arising from the negligence or willful misconduct of County, its officials, officers, employees and agents. This section shall not apply to any environmental claims related to releases of Hazardous Materials; such claims are addressed under Section 4.01(E)(6) of this License.

ARTICLE 9 - ALTERATIONS; PERSONAL PROPERTY.

Airline may install, at their own expense, on the Premises such equipment as may be necessary to conduct its operations under this License with the advance written consent of County, which shall not unreasonably be withheld, delayed, or conditioned. Except as otherwise provided in this License, all personal property as well as any equipment, and other personal property installed in or on the Premises by Airline in accordance with the terms of this License shall remain Airline's property. Airline shall remove its personal property and shall leave the Premises in the same or substantially the same condition, normal wear and tear excepted, as it existed prior to Airline's occupation of the Premises under this License no later than thirty (30) days following the expiration or termination of this License, or a longer time period agreed to by the Parties. Any personal property not so removed shall be deemed abandoned and County shall have the option to either retain such property at no cost, or cause such property to be removed or destroyed at Airline's expense.

ARTICLE 10 - AIRLINE DEFAULTS AND COUNTY RIGHT TO CURE.

In addition to any other remedy available to County under this License or state, federal or local law, for Airline's breach of this License, County may, at any time after Airline commits a default and after providing Airline with notice and reasonable opportunity to cure, proceed to cure the default at Airline's cost. If County at any time, by reason of Airline's default, pays any sum, the actual, reasonable, and documented sum paid by County shall be due immediately from Airline to County at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate allowed by law from the date the sum is paid by County until County is fully reimbursed by Airline.

ARTICLE 11 - RECORDS; AUDITS.

Airline shall keep records to reflect accurately the number of scheduled departures from Airport attributable to Airline, whether those flights actually departed or were cancelled, and the reasons for all cancellations or other departure deviations, for purposes of calculating the License Fee. County shall have the right to inspect and audit Airlines records to ensure Airline's compliance with this License, at any time during the Term of this Agreement, but in no case more than two times per year, upon written notice given by County to Airline at least forty-eight (48) hours in advance of the audit.

ARTICLE 12 - MISCELLANEOUS.

12.01. Equal Opportunity. In its operations at the Airport, neither Airline, nor any of its employees, contractors or agents shall discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, age or disability. Further, Airline shall not discriminate because of race, religion, color, national origin, sex, sexual orientation, age or disability against any person by refusing to furnish such person any accommodations, facility, service or privilege offered to or enjoyed by the general public.

12.02. Notices. Unless otherwise provided in this License, any notice to be given or other document to be delivered by either Party to the other hereunder shall be in writing and delivered to either Party personally or by certified or registered mail with postage fully prepaid, and addressed to the Party for whom intended, as follows:

To County: Inyo County
Department of Public Works

168 N. Edwards St., Independence, CA 93526
Attn: Michael Errante, Airport Manager

To Airline: United Airlines, Inc. HDQOU
233 S. Wacker Drive
Chicago, IL 60606
Attn: Vice President – Corporate Real Estate

With a copy to: United Airlines, Inc. HDQLD
233 S. Wacker Drive
Chicago, IL 60606
Attn: Executive Vice President, General Counsel and Secretary

And an email copy to: LeaseAdmin-CRE@united.com

Either Party hereto may, from time to time by written notice to the other Party, designate a different address which shall be substituted for the one above-specified. Notices or documents personally delivered shall be deemed received when delivered. Notices or documents sent by certified mail, as aforesaid, shall be deemed received seventy-two (72) hours after deposit in U.S. mail, as above provided.

12.03. Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions, or conditions of this License shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, and conditions hereof. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

12.04. County's Right to Enter and Inspect Premises. County and its authorized representatives shall have the right to enter and inspect the Premises at reasonable times and after reasonable notice to Airline, and in the presence of an Airline representative for any purpose deemed necessary by the County to ensure Airline's compliance with this License at any time during the License Term.

12.05. Disclaimer of Partnership. The relationship of the Parties hereto is that of County and Airline, and it is expressly understood and agreed that either County or Airline in any way or for any purpose become a partner of the other Party or a joint venture with the other Party in the conduct of the other Party's business or otherwise by virtue of this License.

12.06. Integration. This License, together with the exhibits incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous representations, or agreements regarding the matters covered by this License which are not expressed herein, whether written or oral.

12.07. Exhibits. All exhibits to which reference is made in this License are incorporated in this License, whether or not they are actually attached. Reference to "this License" includes matters incorporated by reference.

12.08. Amendments. Any alternations, variations, modifications, or waivers of provisions of the License, unless specifically allowed in the License shall be valid only when they have been reduced to writing, and duly signed and approved by authorized representatives of both Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

12.09. Governing Law; Venue. The interpretation and enforcement of this License shall be governed by the law of the State of California. Venue shall be in a court of competent jurisdiction located in Inyo County and Airline hereby agrees that such court shall have personal jurisdiction over Airline. Nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. §41713), of any state or local law or ordinance, or of the Airport Rules.

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

12.11. Successors and Assigns. This License shall be binding on the successors and assigns of the Parties.

12.12. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.

12.13. Severability. If any portion of this License is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

COUNTY:

INYO COUNTY,
a California municipal corporation

By: _____



Jen Roeser
Inyo County Board Chair

AIRLINE:

UNITED AIRLINES, INC.

By: _____

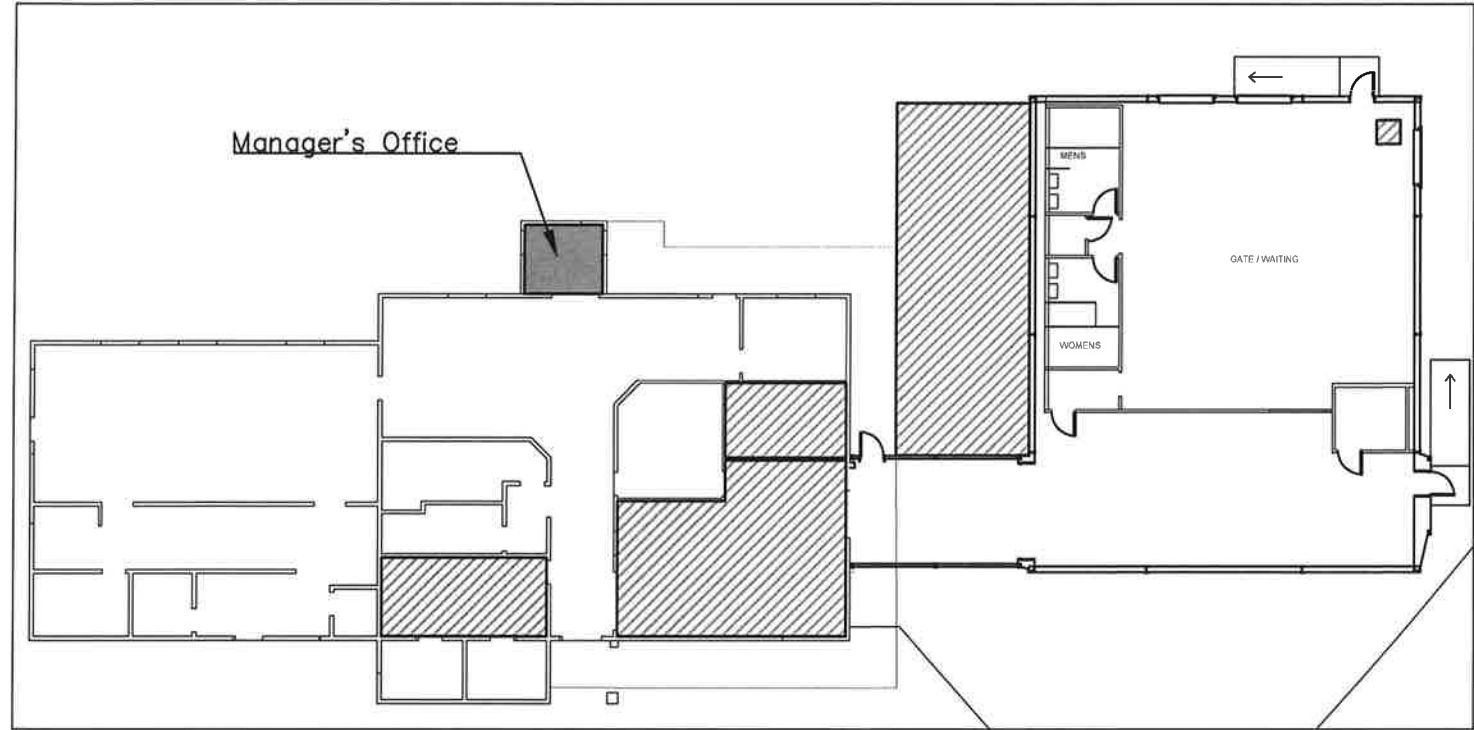
DocuSigned by:

Brandon Fair

Brandon Fair

Managing Director- Airport Affairs
Corporate Real Estate
8/22/2023

Exhibit A: Premise Diagram
Use Lease Agreement – Bishop Airport



Exclusive Use



Non-Exclusive Use



INYO, County Recorder
MARY A. ROPER Co Recorder Office
DOC- 2010-0003787-00

Tuesday, DEC 07, 2010 08:50:05

NFE \$0.0011

Ttl Pd \$0.00

Nbr-0000081886

DMO/R1/1-10

RECORDING REQUESTED BY:
Los Angeles Department of Water and Power

WHEN RECORDED, MAIL TO:

**County of Inyo
Planning Department
P.O. Drawer L
Independence, CA 93526**

THE AREA ABOVE THIS LINE IS FOR RECORDER'S USE

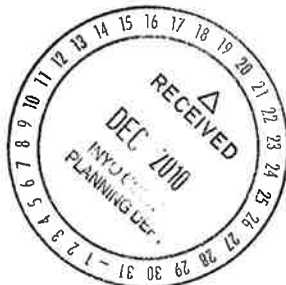
DOCUMENT TITLE(S)

EASEMENT DEED AND AGREEMENT	Grantee: County of Inyo
	Project: Eastern Sierra Regional Airport – Bishop – Inyo County
Portion of APN(s): 008-010-05, 008-010-07, and 010-270-13	

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND EXEMPT FROM FEES FOR RECORDING PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

As authorized by the Board of Water and Power Commissioners by Resolution No. 010-308 adopted on **May 4, 2010** and approved by the Los Angeles City Council on **June 18, 2010**, for valuable consideration, receipt of which is hereby acknowledged, the CITY OF LOS ANGELES (Grantor), a municipal corporation, grants to the COUNTY OF INYO (Grantee) an easement for the purpose of operating and maintaining an airport as defined in Section 21013 of the California Public Utilities Code and for the planning and development of improvement projects that are eligible for funding through the Federal Aviation Administration's Airport Improvement Program, which serve to enhance airport safety, capacity, security, noise compatibility, or to address environmental concerns, and for no other purpose, over and across that certain real property owned by the City of Los Angeles and under the management and control of the Los Angeles Department of Water and Power, in the County of Inyo, State of California, as described in Exhibit A and shown on the map designated as Exhibit B, both exhibits attached hereto and incorporated herein by reference (Airport Easement).

This Easement Deed and Agreement is subject to the terms and conditions set forth in Exhibit C, attached hereto and incorporated herein.



20103787

DEPARTMENT OF WATER AND POWER OF THE
CITY OF LOS ANGELES BY THE
BOARD OF WATER AND POWER COMMISSIONERS
OF THE
CITY OF LOS ANGELES

By



10/27/10

AUSTIN BEUTNER
General Manager

By:

RAMAN RAJ
Chief Operating Officer

COUNTY OF INYO

By



AUTHORIZED BY:

Resolution No.	010-308
Adopted	May 4, 2010
Approved by Council on	June 18, 2010
Council File No.	10-0754

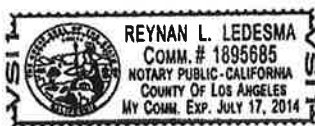
20103787

State of California

County of Los Angeles

On October 29, 2010 before me, Reynan L. Ledesma, Notary Public,
DATE Here Insert Name and Title of the Officer

personally appeared Raman Raj NAME(S) OF SIGNER(S)



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

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

WITNESS my hand and official seal.

Signature Regina L. Ledesma
SIGNATURE OF NOTARY PUBLIC

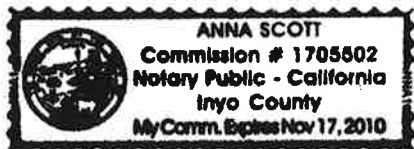
Place Notary Seal Above

State of California

County of Inyo

On October 15, 2010 before me, Anna Scott, Notary Public
DATE Here Insert Name and Title of the Officer

personally appeared Richard Cervantes
NAME(S) OF SIGNER(S)



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

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

WITNESS my hand and official seal.

Signature *Anna Scott*
SIGNATURE OF NOTARY PUBLIC

Place Notary Seal Above

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CERTIFICATE OF ACCEPTANCE NO. 10- 1

This is to certify that the interest in real property conveyed by the EASEMENT DEED AND AGREEMENT dated, June 18, 2010, from the CITY OF LOS ANGELES to the COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned agent on behalf of the Inyo County Board of Supervisors pursuant to the authority conferred by the Board of Supervisors of the COUNTY OF INYO and the grantee consents to the recordation thereof by its duly authorized agent.

Dated: 12-02-2010

By: 
Kevin Carunchio, Clerk of the Board
Inyo County Board of Supervisors

EXHIBIT A

20103787

LEGAL DESCRIPTION

Sections 32 and 33, Township 6 South, and portions of Sections 3, 4, 5, 9, and 10, Township 7 South, all in Range 33 East, Mt. Diablo Meridian, in the County of Inyo, State of California, more particularly described as follows:

COMMENCING at the southwest corner of said Section 4, monumented with a 2" Iron Pipe with a Brass Cap stamped "5, 4, 8, 9", as shown on Inyo County Surveyor's Map No. 23, dated February 4, 1980, on file in the office of Public Works of said County; thence North 0°37'11" West along the westerly line of said Section 4, as shown on said Map No. 23, 1315.23 feet; thence North 89°27'09" East, 1231.36 feet to the TRUE POINT OF BEGINNING of the herein subject parcel; thence North 89°27'09" East, 300.02 feet; thence South 05°15'15" West, 1,116.30 feet; thence South 89°53'08" East, 700.00 feet; thence North 04°59'55" West, 1,122.06 feet; thence North 89°27'09" East, 997.68 feet; thence South 44°52'54" East, 1,075.00 feet; thence South 38°03'33" East, 1,713.50 feet; thence North 45°07'07" East, 1,510.00 feet; thence North 53°11'48" West, 2,454.17 feet; thence North 01°00'28" West, 2,382.78 feet; thence South 84°23'08" East, 1,044.43 feet; thence North 00°07'13" East, 700.00 feet; thence South 84°40'38" West, 423.81 feet; thence North 00°02'55" West, 76.05 feet; thence South 89°57'05" West, 103.86 feet; thence North 24°19'49" West, 2,019.41 feet; thence South 65°40'11" West, 400.00 feet; thence South 24°19'49" East, 1,839.13 feet; thence North 89°56'43" West, 87.82 feet; thence South 01°00'28" East, 183.70 feet; thence North 89°52'47" West, 1,343.40 feet; thence North 01°26'21" West, 647.86 feet; thence South 89°36'12" West, 549.68 feet; thence North 00°06'52" East, 1,768.60 feet; thence North 13°06'17" East, 222.48 feet; thence North 05°47'30" East, 1,010.91 feet; thence North 89°53'08" West, 700.00 feet; thence South 05°31'56" East, 1,016.29 feet; thence South 89°29'39" West, 3,005.93 feet; thence North 37°06'32" West, 2,624.95 feet; thence South 45°07'07" West, 1,510.00 feet; thence South 53°22'12" East, 1,741.36 feet; thence South 00°56'33" East, 112.47 feet; thence South 44°52'53" East, 1,025.84 feet; thence South 00°07'13" West, 762.65 feet; thence North 89°59'32" West, 697.77 feet; thence South 00°44'51" East, 858.30 feet; thence North 84°10'09" West, 341.98 feet; thence South 00°07'13" West, 700.00 feet; thence North 84°24'38" East, 349.88 feet; thence South 00°35'36" East, 711.75 feet; thence South 89°53'38" East, 470.00 feet; thence South 44°52'47" East, 262.85 feet;

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thence North 45°07'13" East, 262.98 feet;
thence South 89°53'38" East, 1,803.27 feet;
thence South 00°37'11" East, 753.45 feet;
thence North 89°36'18" East, 435.48 feet;
thence South 44°15'48" East, 1,161.98 feet;
thence South 00°06'58" West, 474.25 feet and returning to the TRUE POINT OF BEGINNING.

Containing 806.88 acres, more or less.

EXCEPTING therefrom that portion of said Section 4, as described in the Easement Deed from the City of Los Angeles to the County of Inyo, as recorded in Official Records, Volume 17, page 462, dated October 7, 1929, in the office of the County Recorder of said County, containing 198.17 acres, more or less.

EXCEPTING therefrom any portion of the Inyo County right-of-way of Poleta Road.

The resulting parcel will be approximately 608.71 acres, more or less.

END OF DESCRIPTION

SUBJECT TO all outstanding taxes and assessments, if any.

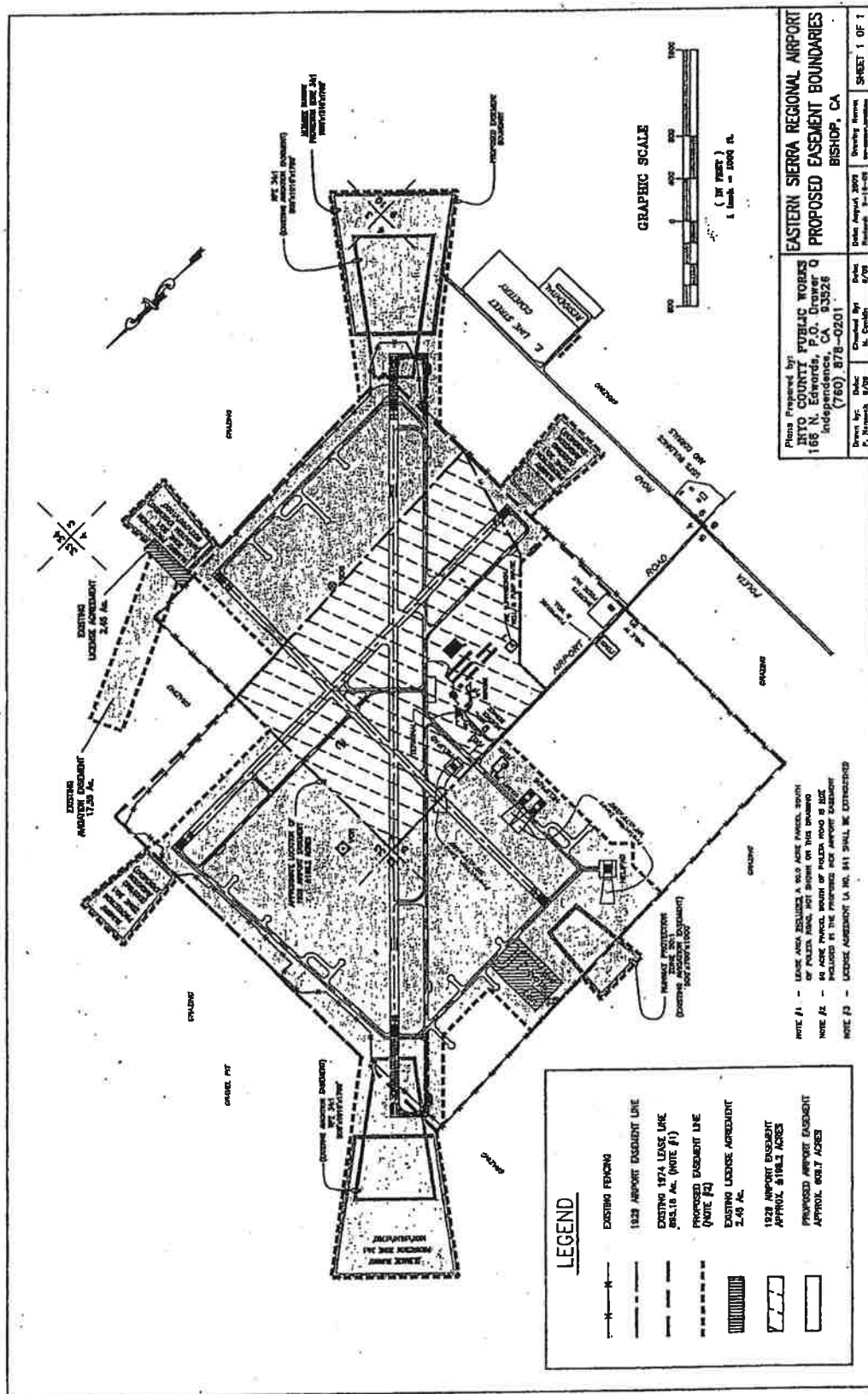
SUBJECT TO any and all easements, covenants, conditions, restrictions, and other matters of record.

SUBJECT TO the condition that the Airport Easement shall be continuously used and maintained by the County of Inyo for airport purposes; and that in the event the County of Inyo does not so continuously use and maintain said real property for said purposes as hereinabove provided for a period of one year, then, and in that event, upon the expiration of said one-year period, all rights shall thereupon be forfeited, extinguished, and terminated, and all interest and rights hereby conveyed shall thereupon automatically revert to and revest in the City without any further action.

EXCEPTING AND RESERVING unto the City of Los Angeles all water and water rights, whether surface, subsurface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water; and reserving unto the Grantor all oil, gas, petroleum, or other mineral or hydrocarbon substances in and under said land, without the right to enter upon the surface of said land for such use.

EXHIBIT B

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GRANT OF EASEMENT

1. **Airport Construction:** Any work performed or caused to be performed by Grantee within the Airport Easement shall be done in accordance with any and all applicable laws and regulations, and in a manner that is equal to or greater than the applicable standards of the industry for such work. Grantor shall use reasonable care not to interfere with the use by Grantee of the Airport Easement, nor materially or adversely affect Grantee's use of the Airport Easement.
2. **Rights of Others:** This Airport Easement is subject to all licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens, claims, and other matters of title ("title exceptions") that may affect the Airport Easement now or hereafter.
3. **Water Reservations:** Grantee's right to use Grantor's water is permissive only and authorized by separate agreement. Grantee's rights are subject and subordinate to Grantor's, its successors and assigns, to use the Airport Easement or any portion thereof in the exercise of its powers and in the performance of its duties associated with water rights, including those as a municipal utility. This Easement Deed and Agreement is subject to all existing uses, all matters of record, and to the reservations hereinafter set out.
 - 1.1.1. There is excepted from this Easement Deed and Agreement and reserved to the Grantor all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises described herein, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.
 - 1.1.2. There is also excepted and reserved to the Grantor the right to use, operate, and maintain any ways, waterways, ditches, pipelines, canals, wells, and appurtenances thereto, or desirable in connection therewith, together with the right to grant easements, rights-of-way, licenses, and permits for other purposes that will not unreasonably interfere with Grantee's use of the Airport Easement.
 - 1.1.3. The right, reserved to the Grantor, from time to time to overflow, flood, submerge, and spread water upon the Airport Easement, provided, however, that if in the exercise of the rights defined and described in this section Grantor shall cause physical damage to any structure or improvement lawfully erected or maintained by Grantee upon said premises, Grantor shall pay just compensation for such physical damage, and no more.
 - 1.1.4. The right, reserved to the Grantor, from time to time, to raise or lower the water level underlying the Airport Easement by taking, or failing to take, water from the Mono Basin or Owens River watersheds or drainage areas, or both such areas, or by the importation or non-importation of such water into the watershed within which said premises are located.
 - 1.1.5. The right, reserved to the Grantor, to develop, take, collect, import, store, control, regulate, and use any and all such waters and, from time to time, at the option and discretion of Grantor to transport and export any and all such waters to places and areas outside the Mono Basin or Owens River watersheds and drainage areas, or both such areas (including, but not limited to, the City of Los Angeles), for any and all of the reasonable and beneficial uses and purposes of Grantor.

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- 1.1.6. The right, reserved to the Grantor, to construct, maintain, control, and operate upon and within Airport Easement dikes, dams, reservoirs, ponds, and settling basins, together with appurtenant facilities (including, but not limited to, ditches, pipelines, conduits, and wells), and to affect said premises in any way by raising or lowering, from time to time, the level of the water of any such reservoirs, ponds, or settling basins, or all of them.
- 1.1.7. The right, reserved to the Grantor, to use any and all existing easements, servitudes, ways, waterways, and ditches on the Airport Easement; to make inspections, investigations, and surveys thereon; and to construct, maintain, and operate thereon works and structures in connection with Grantor's management and control of its works and properties.
- 1.1.8. The right, reserved to the Grantor, of ingress and egress to, from, in, and over, and upon the Airport Easement and every part thereof and thereon to do all things necessary or convenient in the exercise of the rights herein reserved.
4. Indemnification – General: The Grantee has inspected the premises, knows the condition thereof, and on behalf of itself and its successors, assigns, and sub-permittees undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of the City, defend by counsel satisfactory to the City, the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages (including but not limited to indirect, consequential, and incidental), demands, judgments, civil fines, penalties, or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including but not limited to the Grantee's employees, customers, invitees and agents, or persons who enter onto the premises, or damage (including environmental damage) or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to this Easement Deed and Agreement or to the premises covered under this Easement Deed and Agreement, regardless of any negligence on the part of Indemnitees, except for the active negligence or willful misconduct of LADWP. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this Easement Deed and Agreement that give rise to future claims, even if the actual claim comes against LADWP after the Easement Deed and Agreement has expired. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Easement Deed and Agreement.
5. Indemnification – Environmental: The Grantee, on behalf of itself and its successors, assigns, and sub-permittees, further undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (individually and collectively, "Indemnitees"), and at the option of LADWP, defend by counsel satisfactory to LADWP the Indemnitees from and against any and all liens and claims of lien, suits, causes of action, claims, charges, damages, demands, judgments, civil fines, penalties (including, but not limited to, costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation, penalties, and fines arising from the violation of any local, regional, state, or federal law, or regulation, disbursements, and other environmental response costs), or losses of any kind or nature whatsoever that are incurred by or asserted against the Indemnitees, for death, bodily injury, or personal injury to any person, including the Grantee's employees and agents, or damage or destruction or loss of use of any property of either party hereto, or third persons in any manner arising by reason of, incident to, or connected in any manner to the acts, errors, omissions to act, willful misconduct, or non-performance or breach by the Grantee of any term and/or condition of this Easement Deed and Agreement relating directly or indirectly to the release or spill of any legally designated hazardous

20103787

material or waste, resulting from or incident to the presence upon or performance of activities by the Grantee or its personnel with respect to the subject area/property covered under this Easement Deed and Agreement, on the part of the Grantee or its officers, agents, employees, or sub-permittees of any tier, regardless of any negligence on the part of Indemnitees, except for the sole negligence or willful misconduct of LADWP. It is the specific intent of this paragraph that this Indemnification shall apply and be effective for all accidents, occurrences, and/or events occurring during the term of this Easement Deed and Agreement that give rise to future claims, even if the actual claim comes against LADWP after the Easement Deed and Agreement has expired. This Indemnification shall be in addition to any other rights or remedies that Indemnitees have under law or under this Easement Deed and Agreement.

6. **Surrender of Easement:** Upon termination of this Easement Deed and Agreement for whatever reason, the Grantee shall be responsible, to the extent caused by or introduced onto the property as a result of the use of the property by the Grantee, for all cleanup costs and expenses including, but not limited to, any fines, penalties, judgments, litigation costs, and attorneys' fees incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCS §§9601 et seq.); the Resource Conservation and Recovery Act of 1976 (42 USCS §§6901 et seq.); the Clean Water Act, also known as the Federal Water Pollution Control Act (33 USCS §§1251 et seq.); the Toxic Substances Control Act [15 USCS §§2601 et seq.); the Hazardous Materials Transportation Act [49 USCS §§1801 et seq.); the Insecticide, Fungicide, Rodenticide Act (7 USCS §§136 et seq.); the Superfund Amendments and Reauthorization Act (42 USCS §§6901 et seq.); the Clean Air Act (42 USCS §§7401 et seq.); the Safe Drinking Water Act (42 USCS §§300f et seq.); the Solid Waste Disposal Act (42 USCS §§6901 et seq.); the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act (29 USCS §§655 and 657); the California Underground Storage of Hazardous Substances Act (H&SC §§25280 et seq.); the California Hazardous Substances Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act (H&SC §§25100 et seq.); the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§24249.5 et seq.); the Porter-Cologne Water Quality Act (Wat. C. §§13000 et seq.); together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.
7. **Assignment or Sublet:** This Easement Deed and Agreement and the rights herein given are personal to Grantee and are not assignable. Grantee may sublet and allow other operations or uses consistent with the airport related uses permitted herein, however, Grantee shall not sublet or allow the use or occupancy of the Airport Easement by any other party without first obtaining written permission from the Grantor. Such permission shall not be unreasonably withheld. Notwithstanding the foregoing, as to any other type of use, the Grantor retains full and sole discretion as to whether and for what purposes any other party may occupy the Airport Easement and reserves the right to grant other easements in, on, over, through and/or under the Airport Easement. Grantor shall ensure that such other easements or uses will not unreasonably interfere with the uses allowed pursuant to this Easement Deed and Agreement.

RESOLVED, that deed executed by Thomas F. Hutchison as Sheriff of Inyo County, California, of date June 5, 1928, conveying to the City of Los Angeles, for a consideration of \$2500.00 that certain real property situate in the County of Inyo, State of California, more particularly described in said deed, be, and the same is hereby, accepted.

I Hereby Certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting of Jun 29, 1928.

(CORPORATE SEAL)

Jas. P. Woman, Secretary,

Board of Water and Power Commissioners, City of Los Angeles.

Filed for record at the request of Inyo County Abstract Company,

Jul. 7, 1928, 50 minutes past 10 o'clock, A. M.

#230

Mamie Reynolds, Recorder. ✓

EASEMENT DEED

City of Los Angeles and Board of Water and Power Commissioners
of the City of Los Angeles
to

County of Inyo.

Dated: July 12, 1928.

EASEMENT DEED

61063

This Indenture made this 12th day of July, 1928, between the City of Los Angeles, a municipal corporation of the State of California, and the Board of Water and Power Commissioners of the City of Los Angeles, a municipal corporation of said State, first parties, and the County of Inyo, State of California, second party.

Witnesseth: That the first parties for and in consideration of the sum of ten Dollars (\$10.00), lawful money of the United States, to them in hand paid by the said second party, the receipt whereof is hereby acknowledged, do by these presents quit claim unto the said second party for air port purposes an easement, over, upon and across all that certain real property situated in the County of Inyo, State of California, described as follows, to-wit:

(BIG PINE AVIATION FIELD)

That parcel of land situated in the North Half of the North Half of Section 29, Township 9 South, Range 34 East, M.D.M., and in the South Half of the South Half of Section 20, Township 9 South, Range 34 East, M.D.M. and bounded and described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 9 South, Range 34 East, and running thence North 1927 feet to the westerly boundary of the California State Highway right of way; thence South 50° 29' East 610 feet along said right of way; thence South 43° 49' East 146 feet; thence South 37° 09' East, 145 feet; thence South 20° 30' East, 3062 feet along said highway right of way to the South line of the North Half of the North Half of Section 29, Township 9 South, Range 34 East; thence West along said line 2173 feet to the southwest corner of the Northeast Quarter of the Northwest Quarter of Section 29; Township 9 South, Range 34 East; thence North 1320 feet to the point of beginning, and containing 95 acres, more or less.

(LONE PINE AVIATION FIELD)

That portion of the Northwest Quarter of Section 3, Township 16 South, Range 36 East, M.D.M. bounded and described as follows:

Beginning at a point which is East 50 feet and South 20 feet from the Northwest corner

of Section 3, Township 16 South, range 36 East, M.D.M. and running thence east 1200 feet; thence South 14° 01' East, 2721 feet to the south line of the Northwest Quarter of Section 3; thence West along said line 1200 feet to the Easterly boundary of the California State Highway right of way; thence North 20° 25' West, along said right of way 1335.4 feet; thence North 16° 17' West, 267.5 feet; thence North 12° 09' West, 267.5 feet, thence North 8° 01' West, 267.5 feet thence North 3° 53' West 267.5 feet; thence North 0° 20' East, 316.3 feet to the point of beginning, and containing 80 acres, more or less.

(BISHOP AVIATION FIELD)

The South half of Lot #2 of the Southwest Quarter, or described as the Southwest Quarter of the Southwest quarter of Section 18, township 7 South, range 33 East; and the North Half of Lot #2 of the Northwest Quarter, or the northwest Quarter of the Northwest Quarter of Section 19, township 7 South, range 33 East; and the West Half of the North half of Lot #1 of the Northwest Quarter of Section 17, or described as the West Half of the Northeast Quarter of the Northwest Quarter of Section 19; Township 7 South, range 33 East, containing 100 acres, more or less.

(Independence Aviation Field)

Those portions of Sections 7, 8, 17, and 18 in township 13 South, range 35 East, M.D.M. bounded and described as follows:

Beginning at a point on the Section Line which is south 675 feet from the Northeast corner of Section 18, Township 13 South, range 35 East, M.D.M. and running thence North 63° 30' East 610 feet; thence North 24° 35' West 2972.2 feet; thence South 63° 30' West, 1524 feet, to the Easterly boundary of the California State Highway; thence South 41° 05' East along said highway, 704.4 feet; thence South 26° 30' East, along said Highway, 2,288.5 feet; thence North 63° 30' East 599 feet to the point of beginning, and containing 117.7 acres more or less.

Excepting and reserving therefrom all water or water rights, surface or subterranean, appertaining or belonging thereto.

Also with the reservation that in the event said parcels of property are not utilized for or are abandoned for air port purposes, then and in that event the title to said property so abandoned and all rights conveyed by said easement deed shall forthwith revert to the City of Los Angeles or its successor in interest.

This deed is hereby executed in accordance with Ordinance No. 61063 of ordinances of the City of Los Angeles, and pursuant to a resolution adopted by the said Board of Water and Power Commissioners of the City of Los Angeles at its meeting of April 24, 1928.

In Witness Whereof, the said City of Los Angeles by its City Council has caused this instrument to be executed in its behalf by its Mayor, and these presents to be attested and its corporate seal to be hereto affixed by its City Clerk and said Board of Water and Power Commissioners of the City of Los Angeles has caused these presents to be executed in its behalf by its President and Secretary thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

The City of Los Angeles

By Wm. G. Bonelli Acting Mayor

Attest: Robert Dominguez, City Clerk.

(CORPORATE SEAL)

Board of Water and Power Commissioners of

The City of Los Angeles,

By R. F. del Valle, President.

And Jas. P. Vroman, Secretary.

State of California }
County of Los Angeles } ss

On this 31 day of July, 1928, before me, Frank M. Moyer, a Notary Public in and for the County of Los Angeles, State of California, duly commissioned and sworn, personally appeared Wm. G. Bonelli, known to me to be the Acting Mayor and Robt. Dominguez, known to me to be the City Clerk of the City of Los Angeles, the Corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Witness my hand and official seal:

(SEAL)

Frank M. Moyer

Notary Public in and for said County and State.

State of California }
County of Los Angeles } ss

On this 31 day of July, 1928, before me, Frank M. Moyer, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared N. F. del Valle, known to me to be the President and Jas. P. Vroman, known to me to be the Secretary of the Board of Water and Power Commissioners of the City of Los Angeles, described in and which executed the within instrument, and acknowledged to me that such Board of Water and Power Commissioners executed the same.

Witness my hand and official seal:

(SEAL)

Frank M. Moyer,

Notary Public in and for said County and State.

Approved as to form this 16 day of July, 1928 Jess E. Stephens, City Attorney

By Floyd M. Hinshaw, Deputy.

Approved as to description this 13 day of July, 1928. By P.E. Ritch, Engineer.

Filed for record at the request of Louis H. Bodle,

Aug. 8, 1928, 55 minutes past 3 o'clock, P. M.

#84

Mamie Reynolds, Recorder. ✓

H.

1270941

36467-27. I.O.

Appl. 73

Independence.

THE UNITED STATES OF AMERICA

To all to whom these presents shall come, Greeting:

Whereas an order of the Secretary of the Interior has been deposited in the General Land Office, directing that a fee simple patent issue to the City of Los Angeles, purchaser of land included in the allotment of Billy Harlow, and described as the Lot Two of the Southwest Quarter of Section Eighteen in Township Nine South of Range Thirty-Four East of the Mount Diablo Meridian, California, containing eighty-two acres and one hundredth of an acre:

Now Know ye, that the United States of America, in consideration of the premises, has given and granted, and by these presents does give and grant, unto the said City of Los Angeles, the land above described; To Have and to Hold the same, together with all the rights, privileges immunities and appurtenances, of whatsoever nature, thereunto belonging unto the said city of Los Angeles and to its assigns forever; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-14

Request to Reserve Portuguese Joe Campground Public Works - Parks & Recreation ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve request from Allan Johnson to reserve all campsites at Portuguese Campground, from Thursday, October 9, 2025 through Sunday, October 12, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Parks and Recreation department has received a request from Mr. Allan Johnson to reserve the entire Portuguese Joe Campground from October 9 through October 12, 2025. These dates coincide with the Lone Pine Film Festival. Mr. Johnson and his associates have attended the festival for several years and traditionally have camped at the Portuguese Joe Campground. In order to ensure that his entire group has a place to stay, he is requesting to reserve the entire campground. Mr. Johnson has reserved the entire campground in the past without issue. While reserving the entire campground does not happen regularly, it is addressed in County Code 12.18.030 which requires approval by your Board. In addition, Mr. Johnson will be required to pay the appropriate fees.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076926
Budgeted?	N/A	Object Code	4789
Recurrence	One-Time	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
This reservation will generate \$1,275 of revenue for Fiscal Year 2025-2026.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board is under no obligation to grant Mr. Johnson's request to reserve the entire Portuguese Joe Campground. If the request is not granted, Mr. Johnson is free to use the conventional reservation system.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Teresa Elliott	Created/Initiated - 1/8/2025
Darcy Israel	Approved - 1/9/2025
Teresa Elliott	Approved - 1/9/2025
Breanne Nelums	Approved - 1/9/2025
Michael Errante	Approved - 1/24/2025
Grace Weitz	Approved - 1/27/2025
John Vallejo	Approved - 1/27/2025
Nate Greenberg	Final Approval - 2/1/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-32

Request to Reserve Tinnemaha Campground Public Works - Parks & Recreation ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve a request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, from June 8 through June 12, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Parks and Recreation department has received a request from the Moontribe Collective to reserve the entire Tinnemaha Creek Campground from June 8 through June 12, 2025. The Moontribe Collective has camped at the Tinnemaha Campground in the past for many years. According to their website, "Moontribe is a community of friends and family who gather in the desert to dance beneath the full moon." In addition, the Moontribe will be required to pay the appropriate fees. Moontribe is also obtaining extra chemical toilets and an extra dumpster for their event, at their expense.

FISCAL IMPACT:

Funding Source	General Fund		076923
Budgeted?	Revenue	Object Code	4786
Recurrence	One-Time Expenditure	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

This will generate \$3375 in revenue for the Parks budget in fiscal year 2024-2025.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board is under no obligation to grant the Moontribe Collective's request to reserve the entire Tinnemaha Campground. If the request is not granted, Moontribe Collective is free to use the conventional reservation system.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jorge Briceno	Created/Initiated - 1/23/2025
Darcy Israel	Approved - 1/23/2025
Jorge Briceno	Approved - 1/23/2025
Cap Aubrey	Approved - 1/28/2025
Breanne Nelums	Approved - 1/29/2025
Keri Oney	Approved - 1/30/2025
Amy Shepherd	Approved - 1/30/2025
John Vallejo	Approved - 1/30/2025
Nate Greenberg	Final Approval - 1/31/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-33

Donation from Moontribe Collective Public Works - Parks & Recreation ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Pursuant to Inyo County Code Section 6.26.020, accept a donation of \$7,000 cash from Moontribe Collective to help fund the costs of replacing a pedestrian bridge on behalf of the County.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Moontribe Collective, a group that reserves Tinnemaha Campground annually, has offered a \$7,000 donation to the County. The cash donation is to be used towards the purchase and replacement of the pedestrian bridge located at Tinnemaha Campground.

FISCAL IMPACT:

Funding Source	Donation	Budget Unit	076923
Budgeted?	Revenue	Object Code	4811
Recurrence	One Time	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact
This will generate revenue (\$7,000.00) for Parks to use towards a pedestrian bridge in fiscal year 2024-2025
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny the Moontribe Collective's donation for buying a new pedestrian bridge at Tinnemaha Campground. This is not recommended as this donation will help Parks and Recreation fulfill its goal to replace facilities that are a hazard to the public and direct County funds to other park facilities in need.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jorge Briceno	Created/Initiated - 1/27/2025
Darcy Israel	Approved - 1/27/2025
Jorge Briceno	Approved - 1/27/2025
Cap Aubrey	Approved - 1/27/2025
Breanne Nelums	Approved - 1/28/2025
Keri Oney	Approved - 1/28/2025
John Vallejo	Approved - 1/28/2025
Amy Shepherd	Approved - 1/28/2025
Nate Greenberg	Final Approval - 1/31/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-28

Road Closure for Four Point Engineering - Encroachment Permit

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of See Vee Lane just north of State Route 168 West to allow Four Point Engineering to install a new sewer main across See Vee Lane on February 14, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

Four Point Engineering has requested the temporary road closure to trench across See Vee Lane in order to install a new sewer main.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this closure. This is not recommended as it would require Four Point Engineering to reschedule work dates.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Improve Housing Opportunities

APPROVALS:

Jose Rodriguez

Darcy Israel

Michael Errante

John Vallejo

Nate Greenberg

Created/Initiated - 1/15/2025

Approved - 1/15/2025

Approved - 1/16/2025

Approved - 1/16/2025

Final Approval - 2/1/2025

ATTACHMENTS:

1. Encroachment Permit



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Public Works Director
Fred Aubery, Assistant Director

ENCROACHMENT PERMIT

To: **Four Point Engineering / Wade Wulfing**
P.O. Box 137
Wellington/NV/89444

PERMIT NO: **E24-71**
FEE: **\$50.30**
DATE: **01/02/2025**
RECEIPT NO: **624637**

Attn: **Four Point Engineering / Wade Wulfing**

In compliance with your request on **02/14/2025**, and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **Four Point Engineering / Wade Wulfing** or their representative, to install a new sewer main across See Vee Lane onto the property near Diaz Lane and See Vee Lane requested by The Indian Health Service and The Bishop Paiute Tribe.

Work performed within the Inyo County right-of-way shall be completed in accordance with Inyo County Standard Plans and Specifications. Traffic Control shall be provided by the permittee or their representative in accordance with the Special and General Conditions attached and the 2014 California MUTCD.

SPECIAL PROVISIONS

For inspection and coordination purposes, notice shall be given to the Inyo County Road Department at least 72 hours prior to beginning work. Please notify the Road Department at 760-878-0201 between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Traffic Control

No work will occur in the Inyo County right-of-way until adequate traffic control is in place. Traffic control and signage shall be in conformance with the 2014 California MUTCD standards. Work is permitted between the hours of **7:00 A.M. and 5:00 P.M.** Monday through Friday.

There shall be barricades and/or delineators around the work area at all times during construction. Two-way traffic shall be maintained at all times with a minimum of one traffic lane open at all times. Each lane shall have a minimum clear opening of 10 feet. In the event that one of the two lanes must be closed flaggers **shall** be used to direct traffic safely through the work zone. The road may not be closed at any time.

General Work

All work must be completed to the satisfaction of the Inyo County Road Department. Unless directed otherwise, by representatives of Inyo County, all work is to be completed in accordance with any relevant Inyo County Standard Plans and Specifications.

All work shall be completed to the existing finished surface of grades or roads during the daylight hours of the day work begins. Trenches or bore pits left open or piles of material left in the right-of-way overnight shall be protected with barricades with reflective tape or cones with reflective sleeves placed appropriately

to warn traffic and pedestrians of the hazard or material piles. Trenches or pits in road shoulders left open overnight must be covered with steel plates (minimum thickness of 3/4") and edges shaded with cold mix.

Pavement Repair/Replacement

Pavement removed or damaged as a result of work under this permit must be replaced to the satisfaction of Inyo County Road Department. New pavement must consist of 1/2"-3/4" aggregate hot mix asphalt. Edges of remaining asphalt near removed or damaged asphalt must be saw-cut leaving a clean vertical edge. This edge shall be protected throughout the work or will be re-cut before placing the final surfacing material. All saw cuts in pavement shall be cleared by sweeping, flushing, or other means and a **tack coat SS-1, SS-1H or CSS1h, diluted one part water to one part emulsified asphalt shall be applied before installation of new asphalt concrete** surfacing. Asphalt concrete surfacing must be installed at a minimum thickness of 3 inches on top of slurry backfill. **NOTE: All asphalt patches resulting from any activities must be filled with hot mix asphalt. If hot mix asphalt is unavailable, use blackened cement to a depth of at least 6 inches. Additionally, it is mandated that these patches be promptly removed and replaced with hot mix asphalt within one week of the reopening of the hot mix plant.**

Damage to Roadways

In accepting this permit, the Permittee agrees to repair at their own expense and to the satisfaction of the Inyo County Road Department, any damage to roadways, roadway appurtenances, or existing utilities resulting from work under this permit. Notwithstanding, work or repair may be done by Inyo County Road Department personnel at the option of the Inyo County Road Department, the cost to be borne by the Permittee. In the event of damage to Inyo County roadways, roadway appurtenances, or existing utilities, notification must be given to the Road Department within 72 hours after such damage has occurred. Failure to notify the Road Department will be considered cause for cancellation of all permit privileges pending a satisfactory arrangement with the Road Department for repair or replacement of the damaged roadway, roadway appurtenance, or existing utility.

DIG ALERT

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to excavate will be valid. For your Dig Alert ID Number Call Underground Service Alert TOLL FREE 1-800-227-2600 two (2) working days before you dig.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all general and special provisions in the permit and its accompaniments. This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

The Permittee or their representatives, including contractors and subcontractors, performing any work onsite shall possess a copy of this permit onsite, signed by the Permittee, at all times while work is being conducted. All General and Special Provisions stipulated herein are expected to be understood by the Permittee and their representatives.

This permit shall be void unless the work herein contemplated shall have been completed on or before **02/28/2025**

Inyo County Road Dept.

By Jose Rodriguez
Jose Rodriguez
Engineering Technician

cc: Road District #1



INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

APPLICATION FOR AN ENCROACHMENT PERMIT TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions below. Attach additional sheets if necessary

Please submit application to pw.permits@inyocounty.us

Four Point Engineering
Applicant/Permittee

12-30-24
Date

P.O. Box 137
Address

WADE Wulfin
Contact Person

Wellington, NV 89444

(775) 720-2089
Phone

City/State/Zip Code

Fourpointengineering@gmail.com
E-Mail

DESCRIBE WORK:

Install New Sewer Main Across See Vee Lane

LOCATION OF WORK:

On See Vee Lane 300' South of the Intersection
At Diaz Lane

ASSESSORS PARCEL NUMBER OF ADJACENT PROPERTY: _____

DATES WHEN WORK IS ANTICIPATED: February 3-5, 2025 14th

ATTACH PLANS OR DRAWING OF PROPOSED ENCROACHMENT WORK

APPLICANT AGREES TO DO THE WORK IN ACCORDANCE WITH INYO COUNTY RULES AND REGULATIONS AND SUBJECT TO INYO COUNTY INSPECTION AND APPROVAL.

PERMIT NUMBER: E24-71

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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Permittee, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, from, the active negligence, or wrongful acts of the County, its officers, or employees.

Special Conditions: _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE:  DATE: 12-30-24

APPROVED BY:  DATE: 1/2/2025

INYO COUNTY ROAD DEPARTMENT
PERMIT FEES

Trenching – Minimum Permit Fee \$50.00

Trenching across street:

- 0-50 Feet Minimum fee
- 51-100 Feet Minimum fee plus \$1.00 per foot of length greater than 50 feet.
- 101 + Feet \$100.00 plus \$0.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 Feet Minimum fee.
- 101-1500 Feet Minimum fee plus \$0.30 per foot of length greater than 100 feet.
- 1501 + Feet \$200.00 plus \$0.10 per foot of length greater than 1500 feet.

Split trenching with cable placement:

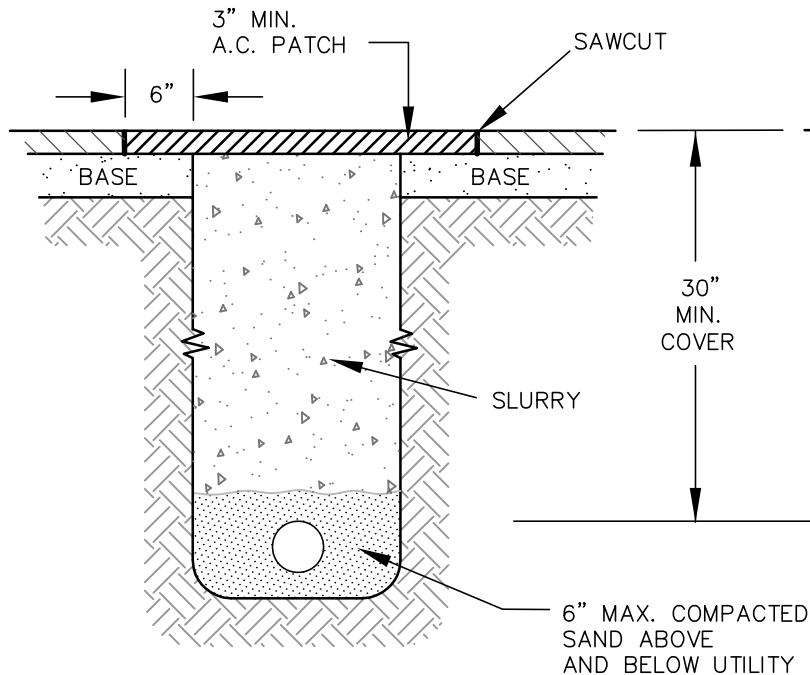
- All distances Minimum Fee plus \$0.05 per foot

Curb and Gutter: Minimum Fee

Tree Removal on County Right-of-Way

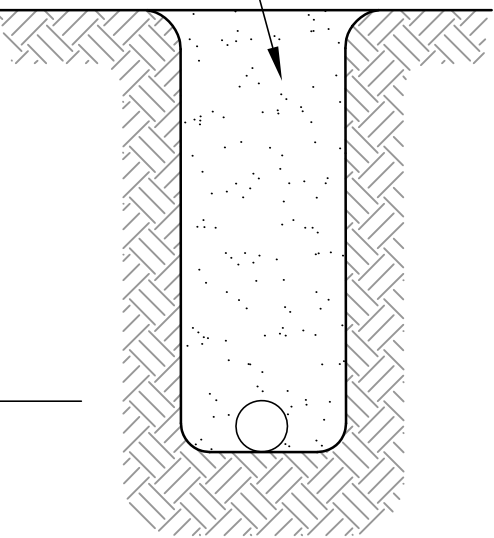
Removal by licensed contractor only: \$5.00

UNDER PAVED ROADS

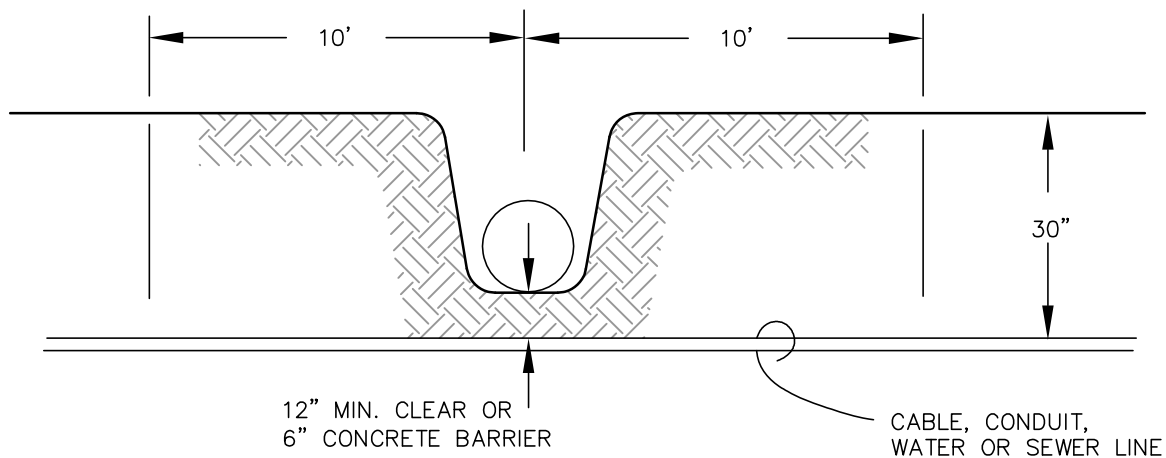


IN SHOULDERS

BACKFILL COMPACTED
BASE OR NATIVE TO
95% RELATIVE



UNDER A DITCH OR CULVERT



NOTES:

1. SLURRY MAY BE $1\frac{1}{2}$ SACK SLURRY BACKFILL OR LIGHTWEIGHT SLURRY BACKFILL. LIGHTWEIGHT SLURRY BACKFILL MIX DESIGN: 2600 LBS. $\frac{3}{8}$ " OR $\frac{1}{2}$ " CHIPS, 800 LBS WASHED SAND, 94 LBS CEMENT, 11 GAL. WATER.
2. TRENCHES IN PAVED AREAS SHALL BE BACKFILLED WITH SLURRY BACKFILL.
3. BACKFILL IN SHOULDER AREAS WILL BE COMPACTED TO 90% RELATIVE COMPACTION, AND THE TOP 0.5' WILL BE COMPACTED TO 95%. THE TOP 2.5' OF ANY AREA WITHIN 3' OF THE EDGE OF PAVEMENT WILL BE COMPACTED TO 95% RELATIVE.
4. COMPACTION TESTING SHALL BE REQUIRED, AT THE EXPENSE OF THE CONTRACTOR.

INYO COUNTY PUBLIC WORKS DEPT.

DATE: SEPT 2015

DRAWN BY: TD

APPROVED BY: JA

Clint Quilter
CLINT QUILTER - Director

STANDARD UTILITY BURIAL

A 119



Road Department

County of Inyo
PO Drawer Q - 168 N. Edwards St.
Independence, California 93526
760-878-0201 fax 760-878-2001

Invoice No. E24-71

Invoice

Customer

Name Four Point Engineering
Address P.O. Box 137
City Wellington State NV ZIP 89444
Phone (775) 720-2089

Date 1/2/2025
Order No. E24-71
Rep Wade Wulfig
FOB

Qty	Description	Unit Price	TOTAL
0	<u>Minimum Fee Permit (Driveway Approaches, etc.)</u> Minimum Fee	\$50.00	\$0.00
1	<u>Trenching Across Street</u> Encroachment Permit (Minimum Fee)	\$50.00	\$50.00
0	Trenching 51-100 Feet	\$1.00	\$0.00
0	Trenching 101+ feet	\$0.30	\$0.00
0	<u>Trenching Parallel to Centerline and Boring</u> Encroachment Permit (Minimum Fee) 0-100ft	\$50.00	\$0.00
0	Trenching or Boring 101-1,500 Feet	\$0.30	\$0.00
0	Trenching or Boring Fee for Over 1,500 Feet	\$200.00	\$0.00
0	Trenching or Boring Linear Fee for Over 1,500 Feet	\$0.10	\$0.00
0	<u>Split Trenching with Cable Placement</u> Minimum Fee Plus \$0.05 per Foot	\$0.00	\$0.00
PLEASE REMIT TO THE ABOVE ADDRESS			
PLEASE RETURN ONE COPY WITH PAYMENT, THANK YOU.			

Payment Details

- ☐ Cash
☐ Check

SubTotal	\$50.00
Taxable Subtotal	
CA Tax	
DEPOSIT	
TOTAL	\$50.00

Office use only: TD

Inyo County Federal Taxpayer ID Number 956005445



COUNTY OF INYO

Independence, California 93526

624637

Date 1-14-25

Received From Four Point Engineering

Address _____

_____ Dollars \$ 50.00

for E24-71

Department PW-Road

By [Signature]

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID	<u>50</u>	<u>—</u>	CHECK	<u>✓</u>	
BALANCE DUE			MONEY ORDER		

#3663

OFFICE OF AUDITORCOUNTY OF INYO
State of California

The Treasurer of Inyo County

Independence, California

Has Received Of

PUBLIC WORKS

TC

1/14/2025

Fifty Dollars and No Cents

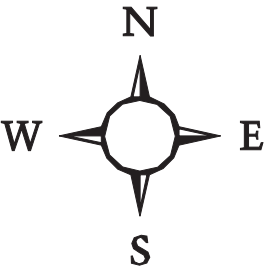
Description	Account Name	Object Name	Budget #	Object #	Revenue Amount
FY24/25 Four Point Engineering Encroachment Permit Inv# E24-71 R# 624637	Road	Permits	034600	4141	\$50.00
Direct Check	Cash	Checks \$50.00		Total Total	\$50.00 \$50.00 TRUE

Alisha McMurtrie, Treasurer

Amy Shepherd, Auditor-Controller

By: _____
DeputyBy: _____
Deputy

WHITE-Auditor, YELLOW-Treasurer, PINK-Department



SPEED LIMIT 25
125' TAPER
63' SHIFTING TAPER
41' SHOULDER TAPER
100' FLAGGER TAPER
155' BUFFER
300' SIGN SPACING
25' CONE SPACING

SPEED LIMIT 30
180' TAPER
90' SHIFTING TAPER
60' SHOULDER TAPER
100' FLAGGER TAPER
200' BUFFER
300' SIGN SPACING
30' CONE SPACING

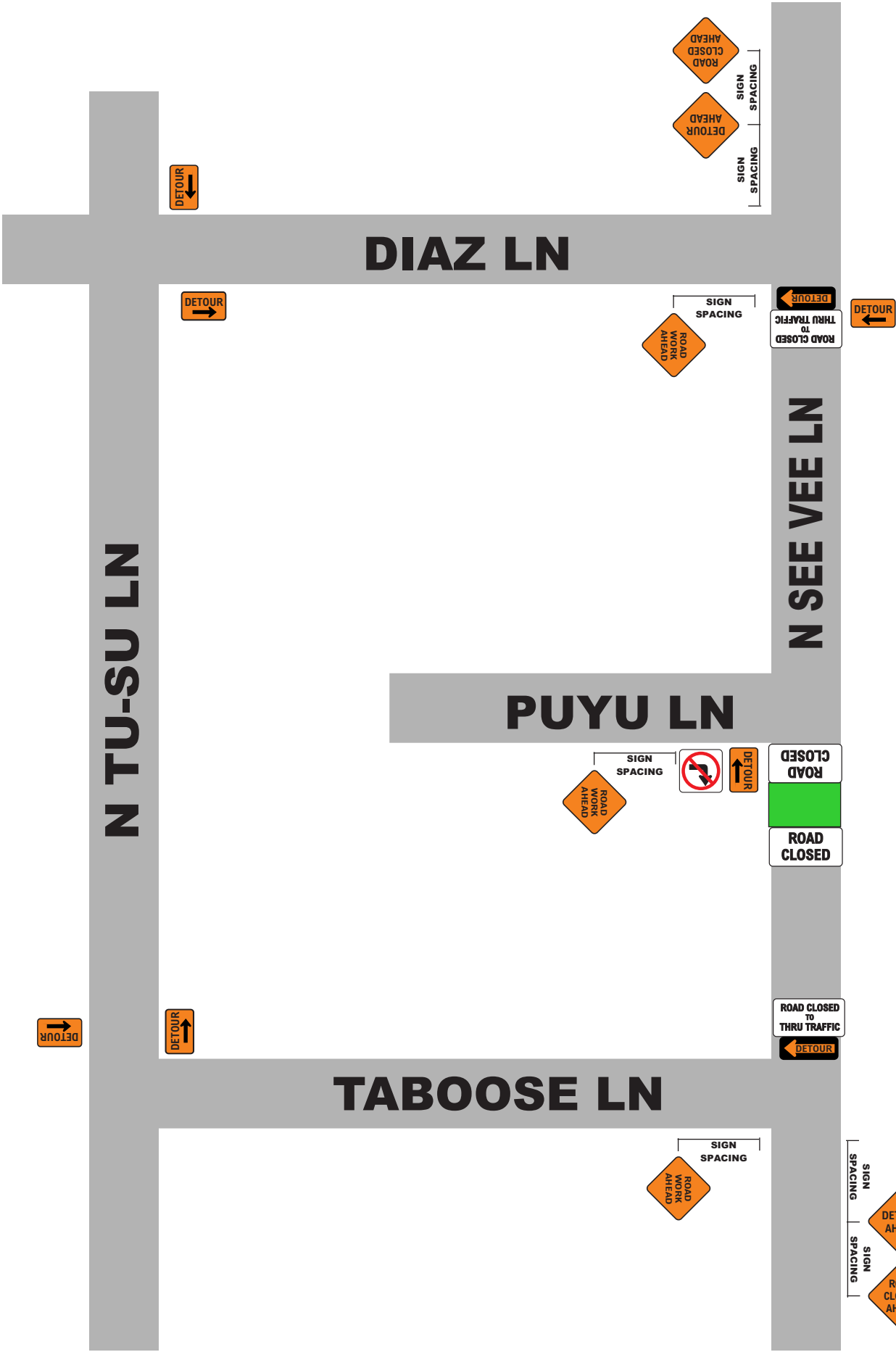
SPEED LIMIT 35
245' TAPER
123' SHIFTING TAPER
82' SHOULDER TAPER
100' FLAGGER TAPER
250' BUFFER
400' SIGN SPACING
35' CONE SPACING

SPEED LIMIT 40
320' TAPER
160' SHIFTING TAPER
106' SHOULDER TAPER
100' FLAGGER TAPER
305' BUFFER
400' SIGN SPACING
40' CONE SPACING

SPEED LIMIT 45
540' TAPER
270' SHIFTING TAPER
180' SHOULDER TAPER
100' FLAGGER TAPER
425' BUFFER
600' SIGN SPACING
45' CONE SPACING

SPEED LIMIT 50
600' TAPER
300' SHIFTING TAPER
200' SHOULDER TAPER
100' FLAGGER TAPER
425' BUFFER
600' SIGN SPACING
50' CONE SPACING

SPEED LIMIT 55
660' TAPER
330' SHIFTING TAPER
220' SHOULDER TAPER
100' FLAGGER TAPER
570' BUFFER
1000'-1600'-2640 SIGN SPACING
50' CONE SPACING



LEGEND
WORK ZONE
42" CONE
TRAFFIC DRUM
LIGHT TOWER
FLAGGER

NOTES
NO PARKING SIGNS MUST BE IN PLACE 24 HOURS BEFORE WORK BEGINS

NOTES
ALL TRAFFIC CONTROL DEVICES MUST BE PLACED BY AN ATSSA CERTIFIED TRAFFIC CONTROL SUPERVISOR

NOTES
ALL TRAFFIC CONTROL AND TRAFFIC CONTROL DEVICES SHALL MEET CURRENT MUTCD STANDARDS

CONTRACTOR: FOUR POINT

JOB: SEE VEE LN

ATSSA CERT: 151411

DRAWN BY: BRET DUBE

SIGNATURE:

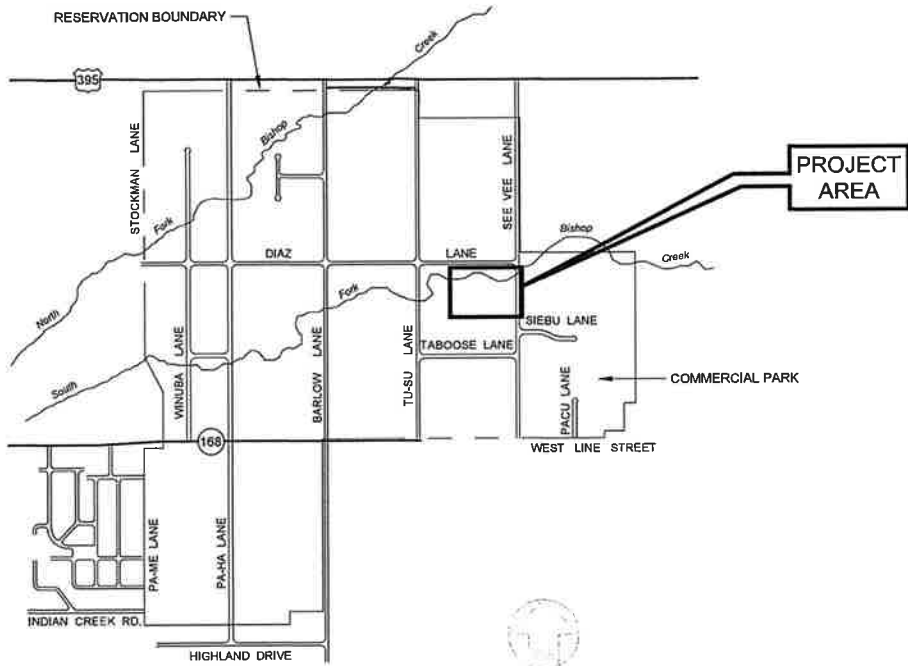
DATE: 01-10-25



INDIAN HEALTH SERVICE
SANITATION FACILITIES CONSTRUCTION
BISHOP - PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
BISHOP INDIAN RESERVATION
INYO COUNTY, CALIFORNIA
A COOPERATIVE PROJECT BETWEEN THE INDIAN HEALTH SERVICE
AND THE BISHOP PAIUTE TRIBE
PROJECT NO. PH 22-F87



LOCATION MAP
NOT TO SCALE



RESERVATION MAP
NOT TO SCALE

Sheet List Table	
Sheet #	Sheet Title
GENERAL	
01	COVER -TITLE-TABLE OF CONTENTS
02	SCOPE OF WORK-DESIGN CRITERIA
SURVEY	
03	CIVIL-SURVEY LEGEND
CIVIL	
04	6 INCH WATERMAIN EXTENSION
05	8 INCH SEWER MAIN EXTENSION I
06	8 INCH SEWER MAIN EXTENSION II
07	WATER SYSTEM DETAILS I
08	WATER SYSTEM DETAILS II
09	SEWER SYSTEM DETAILS I
10	SEWER SYSTEM DETAILS II

INT.

REVISIONS

DATE

PROFESSIONAL ENGINEER
MENGLI SHI
C83596
exp. 12/24
CIVIL
STATE OF CALIFORNIA
Mengli Shi
5/24/24

INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL
HEALTH & ENGINEERING

RENO DISTRICT OFFICE
1150 FINANCIAL BLVD, SUITE 500
RENO, NV 89502
(775) 784-5327

INDIAN HEALTH SERVICE
1955

THE BISHOP PAIUTE TRIBE
BISHOP - INYO COUNTY, CALIFORNIA
PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
COVER -TITLE-TABLE OF CONTENTS
PH 22-F87

DRAWN BY: C.GROOMS
CHECKED BY: M.ZIOLIS
APPROVED BY: M.SHI

FILE NAME: BSHP-G-STCOVER
RN NUMBER: 03-23
DATE: 05/24
DATE: 05/24
DATE: 05/24

01
SHEET 01 OF 10

OWNER'S REPRESENTATIVE
SANDRA WARLIE
PUBLIC WORKS DIRECTOR
760-873-6638 EXT 2010

OWNER CULTURAL CONTACT
DARREN DELGADO
TRIBAL HISTORIC PRESERVATION OFFICER
760-873-3584 EXT1990

ELECTRICAL (LADWP)
ON CALL PERSONNEL
760-873-4123

TELEPHONE / F.O. (VERIZON)
1-888-426-3889

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, SEQUENCING, AND SAFETY CONCERNS ASSOCIATED WITH THIS PROJECT DURING CONSTRUCTION, UNLESS SPECIFICALLY ADDRESSED OTHERWISE IN THIS PLAN OR ELSEWHERE IN THE CONTRACT.
2. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WILL NOT BE RESPONSIBLE FOR THE CONTRACTORS FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
3. THE QUANTITIES AND SITE CONDITIONS DEPICTED IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE SUBJECT TO ERROR AND OMISSION. CONTRACTORS SHALL SATISFY THEMSELVES AS TO ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK FOR THE CONSTRUCTION COVERED BY THIS PLAN.
4. A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION OF CONSTRUCTION AFFECTING UTILITIES AND THE COORDINATION OF ANY NECESSARY UTILITY RELOCATION WORK.
6. ALL PAVING, GRADING, EXCAVATION, TRENCHING, PIPE BEDDING, CUT, FILL AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE TECHNICAL PROVISIONS. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PRESSURE AT ALL TIMES. ALTHOUGH BE IT LOW, PRESSURE IN THE SYSTEM MUST BE MAINTAINED.
7. THE CONTRACTOR IS TO VERIFY THE ELEVATIONS OF ALL EXISTING UTILITIES AT POINTS OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION, SHOULD ANY LOCATION OR ELEVATION DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER.
8. COORDINATION BETWEEN ALL PARTIES IS AN ESSENTIAL PART OF THE CONTRACT.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE PROJECT AND SITE CONDITIONS, AND TO WORK WITH WEATHER CONDITIONS AS THE PROJECT SITE MAY BE LOCATED IN A FLOOD PRONE AREA AND SUBJECT TO FLOODING AND ITS HAZARDS.
10. THE DESIGN ENGINEER MUST APPROVE, PRIOR TO CONSTRUCTION, ANY ALTERATION OR VARIANCE FROM THESE PLANS. ANY VARIATION FROM THESE PLANS SHALL BE PROPOSED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
11. NOTHING CONTAINED IN THE CONTRACT DOCUMENTS SHALL CREATE, NOR SHALL BE CONSTRUED TO CREATE, ANY CONTRACTUAL RELATIONSHIP BETWEEN THE ENGINEER AND THE CONTRACTOR OR ANY SUBCONTRACTOR.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEMONSTRATE THE COMPLIANCE OF "EQUIVALENT" OR "EQUAL" ITEMS WITH THE CONSTRUCTION PLANS TO THE ENGINEER. EQUIVALENT ITEMS SHALL BE CONSIDERED BUT THEIR ACCEPTANCE IS NOT GUARANTEED.
13. ANY WORK/MATERIAL NOT IN CONFORMANCE WITH THE SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
14. AN APPROVED SET OF PLANS WITH THE PROJECT MANUAL, SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
15. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF WATER ENTERING THE TRENCHES AND SHALL KEEP THE TRENCHES WATER FREE UNTIL THE FACILITIES ARE IN PLACE AND SEALED AGAINST THE ENTRANCE OF WATER. USE OF A "TRASH" PUMP FOR REMOVAL OF NUISANCE WATER SHALL BE AT NO EXTRA COST AND SHALL NOT BE CONSIDERED DEWATERING. IN NO CASE SHALL WATER, EARTH, OR ANY FOREIGN MATERIALS BE ALLOWED TO ENTER THE WATER OR SEWER LINES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE DRAWINGS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE DRAWINGS AND WE ASSUME NO RESPONSIBILITY AS TO THE ACCURACY OF THEIR DEPICTED LOCATION ON THESE DRAWINGS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN, AND ALL OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS BY VERIFICATION OF THEIR LOCATION IN THE FIELD PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. THE QUANTITIES ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY, AND ARE NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

THE PROJECT FOREMAN SHALL MAINTAIN A CLEAN SET OF AS-BUILT RECORD DRAWINGS SHOWING THE LOCATIONS, SWING TIES AND DIMENSIONS TO ALL FACILITIES CONSTRUCTED OR FOUND DURING THE COURSE OF THIS WORK. ALL ELEVATIONS SHALL BE MARKED ASB (AS-BUILT) WITH THE CORRECT VALUE INSERTED. DRAWINGS SHALL BE KEPT CURRENT IN RED PENCIL ON A DAILY BASIS IN A NEAT, LEGIBLE FASHION. A COPY OF THE AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE TRIBE UPON COMPLETION OF CONSTRUCTION.

- WATER MAIN EXTENSION INCLUDING THE INSTALLATION OF 6-INCH WATER MAIN, FIRE HYDRANT, 4-INCH GATE VALVE, 6-INCH GATE VALVE
- SEWER MAIN EXTENSION INCLUDING THE INSTALLATION OF 8-INCH SEWER MAIN, SEWER MAIN CLEANOUT, MANHOLES, CONNECTION TO EXISTING MANHOLE, OPEN CUT ROAD CROSSING
- WATER SERVICE CONNECTIONS INCLUDING THE WATER SERVICE LINE CONNECTION AND INSTALLATION OF 1-INCH WATER SERVICE LINE, 2-INCH WATER SERVICE LINE, WATER METER AND BOX COMBINATION, CURB STOP AND BOX
- SEWER SERVICE CONNECTIONS INCLUDING THE SEWER SERVICE LINE CONNECTION AND INSTALLATION OF 4-INCH SEWER SERVICE LINE AND TWO-WAY CLEANOUT.



























"OR APPROVED EQUAL" IS ALWAYS IMPLIED AFTER A BRAND NAME, PATENTED PROCESS OR CATALOG NUMBER. ANY BRAND OR PROCESS APPROVED BY THE RESPONSIBLE REGISTERED PROFESSIONAL MAY BE SUBSTITUTED. THE ONLY EXCEPTION IS WHERE NO SUBSTITUTION IS SPECIFIED.

[illegible]

CIVIL-SURVEY LEGEND

SYMBOLS












Water

Existing	Proposed	
		FIRE HYDRANT
		WATER VALVE
		AIR RELIEF VALVE
		BLOW OFF VALVE
		FLUSH VALVE
		IN-GROUND PRESSURE TANK
		WATER METER
		REDUCER
		CURB STOP
		SADDLE w/CORPORATION STOP
		PRESSURE RELEASE VALVE
		YARD HYDRANT
		WELL

Survey

Set	Found
●	⊕ ALUMINUM CAP
	△ ^{BM} BENCHMARK
	⊙ BRASS CAP
	⊕ ₊ CONTROL POINT
	△ MONUMENT (PUBLISHED)
⊕	⊕ GPS CONTROL (LAT. LONG)
	NW 1/4 SEC DOQ SW 1/4 SE SECTION CORNER
	NW 1/4 SEC DOQ DE QUARTER CORNER
	○ IRON PIPE
●	○ REBAR
+	+ PK NAIL
□	□ HUB
	↙ ^{TEMP} TEMPORARY BENCHMARK














Sanitary Sewer

Existing	Proposed	
		SEWER MANHOLE
		ONE-WAY CLEANOUT
		TWO-WAY CLEANOUT
		LIFT STATION
		SEPTIC TANK
		DISTRIBUTION BOX

Utilities

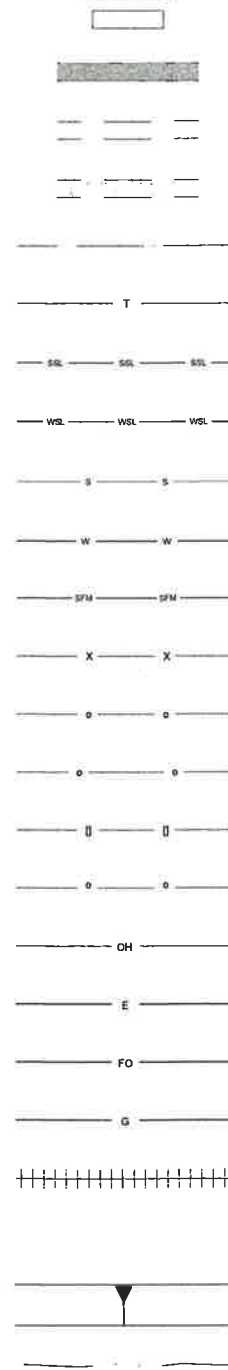
	LIGHT POLE
	POWER POLE
	GUY ANCHOR
	ELECTRIC PEDESTAL
	TELEPHONE PEDESTAL
	GAS METER
	GAS VALVE

Miscellaneous

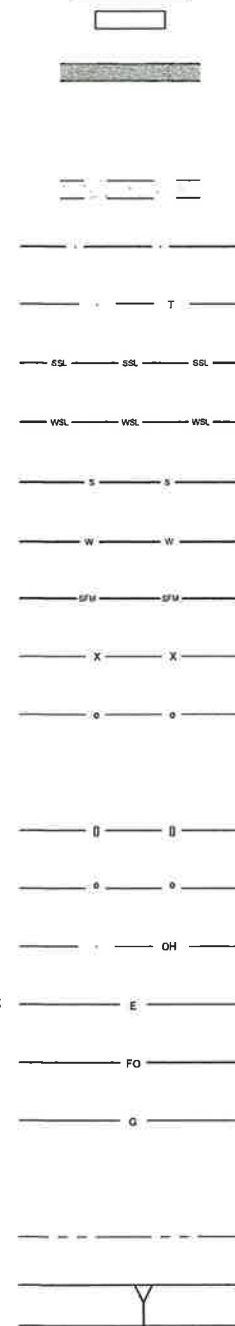
	TEST PIT
	SOILS BORE
	SINGLE POLE SIGN/TRAFFIC
	DOUBLE POLE SIGN/TRAFFIC
	BOLLARD / MARKER POST
	CARSONITE MARKER
	CULVERT
	PROPANE TANK
	GATE POST
	TREE LINE
	TREE
	VENT
	WETLAND

SITE PLAN

EXISTING



PROPOSED



COMMON ABBREVIATIONS

AS	ASPHALT
BOT	BOTTOM
CHLK	CHAIN LINK
CL	CENTERLINE
CO	CLEANOUT
CONC	CONCRETE
E	EAST
EL	ELEVATION
FF	FINISHED FLOOR
FH	FIRE HYDRANT
FM	FORCE MAIN
FND	FOUND
GRV	GRAVEL
INT	INTERSECTION
LS	LIFT STATION
MH	MANHOLE
N	NORTH
OS	OFFSET
PP	POWER POLE
REPS	RESIDENTIAL EFFLUENT PUMPING STATION
S	SOUTH
STA	STATION
STL	STEEL
TBA	TO BE ABANDONED
TBD	TO BE DETERMINED
W	WEST
WD	WOOD
NTS	NOT TO SCALE
WST	WATER STORAGE TANK
WTP	WATER TREATMENT PLANT
WWTF	WASTE WATER TREATMENT FACILITY

[illegible]

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OFFICE OF ENVIRONMENTAL
HEALTH & ENGINEERING

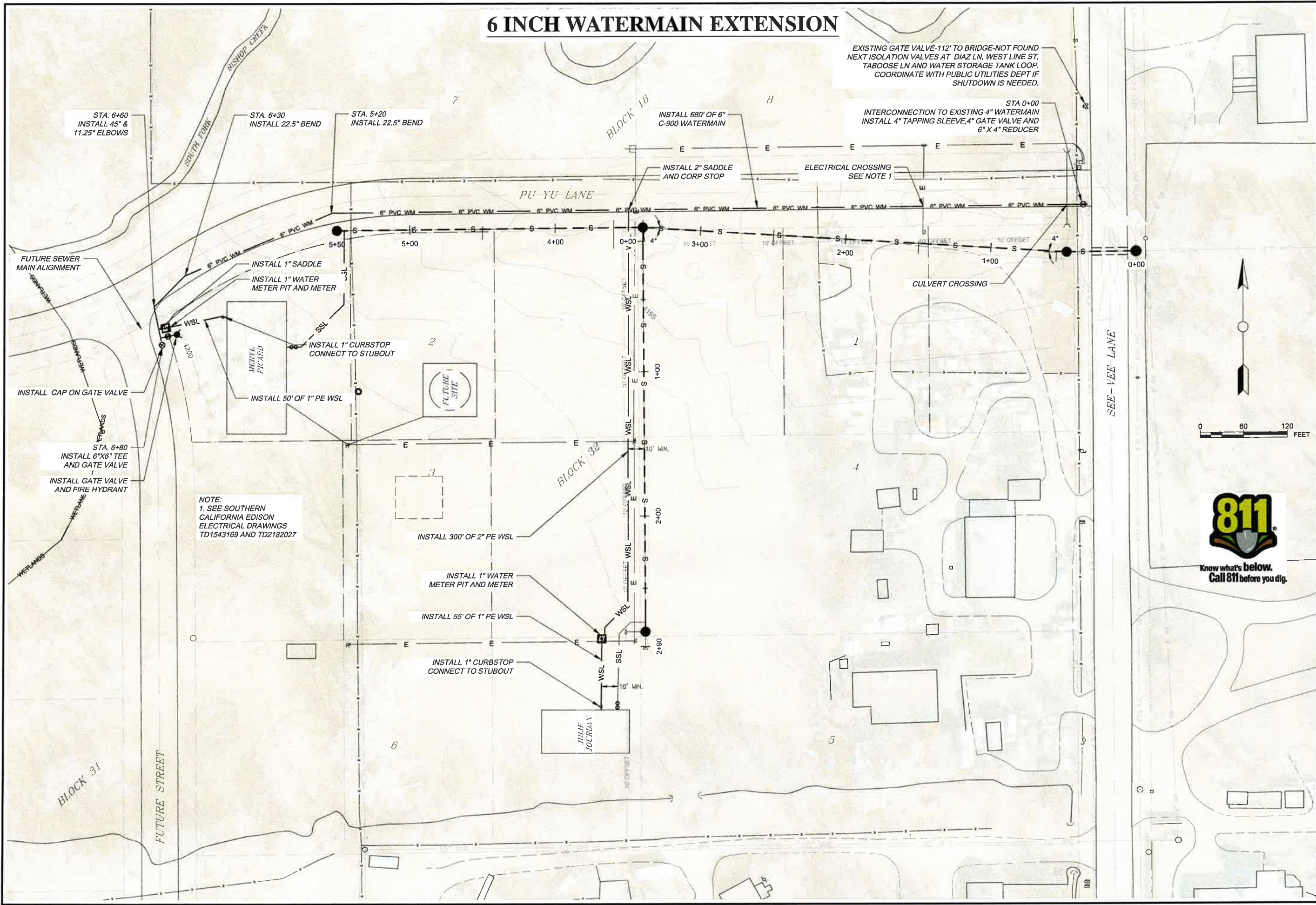
RENO DISTRICT OFFICE
1150 FINANCIAL BLVD, SUITE 500
RENO, NV 89502
(775) 784-5327



THE BISHOP PAIUTE TRIBE
BISHOP - INYO COUNTY, CALIFORNIA
PROPOSED PU YU LAND WATER & SEWER MAIN EXTENSIONS
CIVIL-SURVEY LEGEND
PH 22-F87

DRAWN BY: C.GROOMS	DATE: 05/24	FILE NAME: BSHP-V-STIGND RN NUMBER: 03-23 PROJ ENG: MENGIL SHI
CHECKED BY: M.ZIOLIS	DATE: 05/24	
APPROVED BY: M.SHI	DATE: 05/24	

6 INCH WATERMAIN EXTENSION



EXISTING GATE VALVE-112' TO BRIDGE-NOT FOUND
NEXT ISOLATION VALVES AT DIAZ LN, WEST LINE ST,
TABOOSE LN AND WATER STORAGE TANK LOOP.
COORDINATE WITH PUBLIC UTILITIES DEPT IF
SHUTDOWN IS NEEDED.

STA 0+00
INTERCONNECTION TO EXISTING 4" WATERMAIN
INSTALL 4" TAPPING SLEEVE, 4" GATE VALVE AND
6" X 4" REDUCER

NOTE:
1. SEE SOUTHERN
CALIFORNIA EDISON
ELECTRICAL DRAWINGS
TD1543169 AND TD2182027



INT.	DATE	REVISIONS



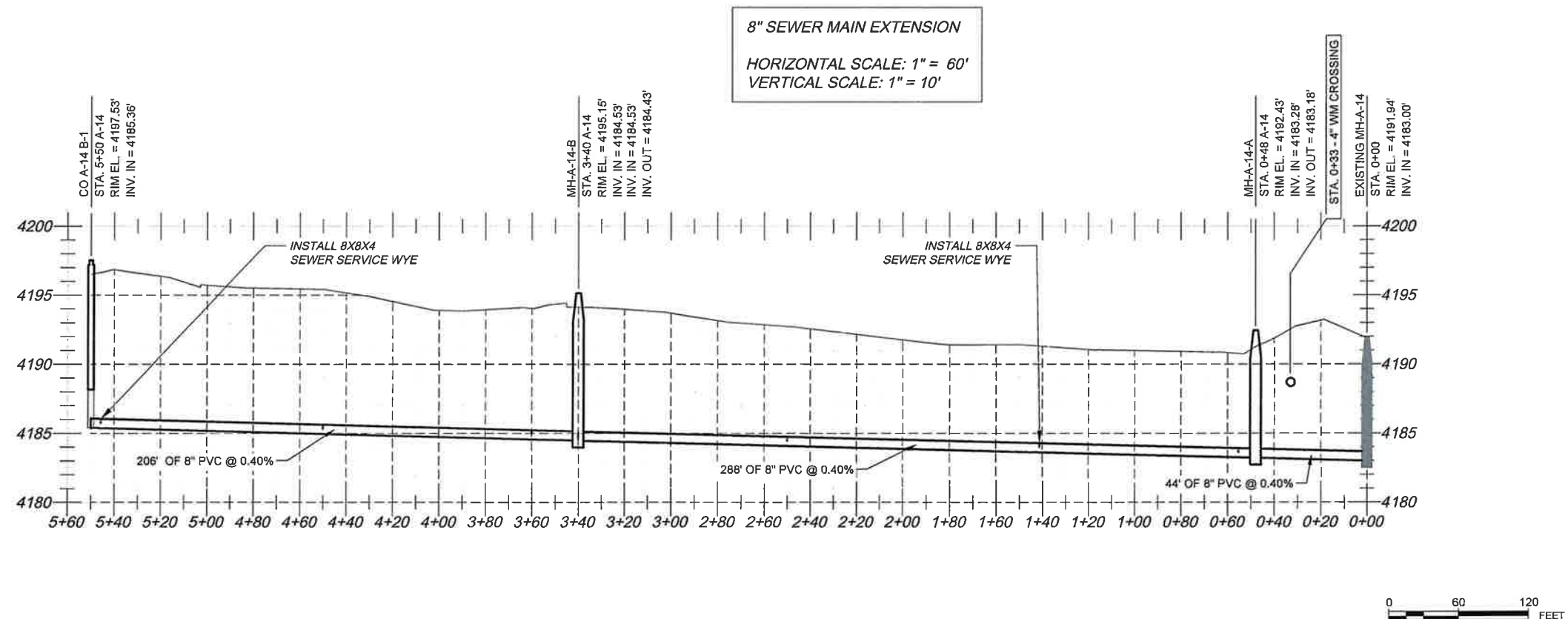
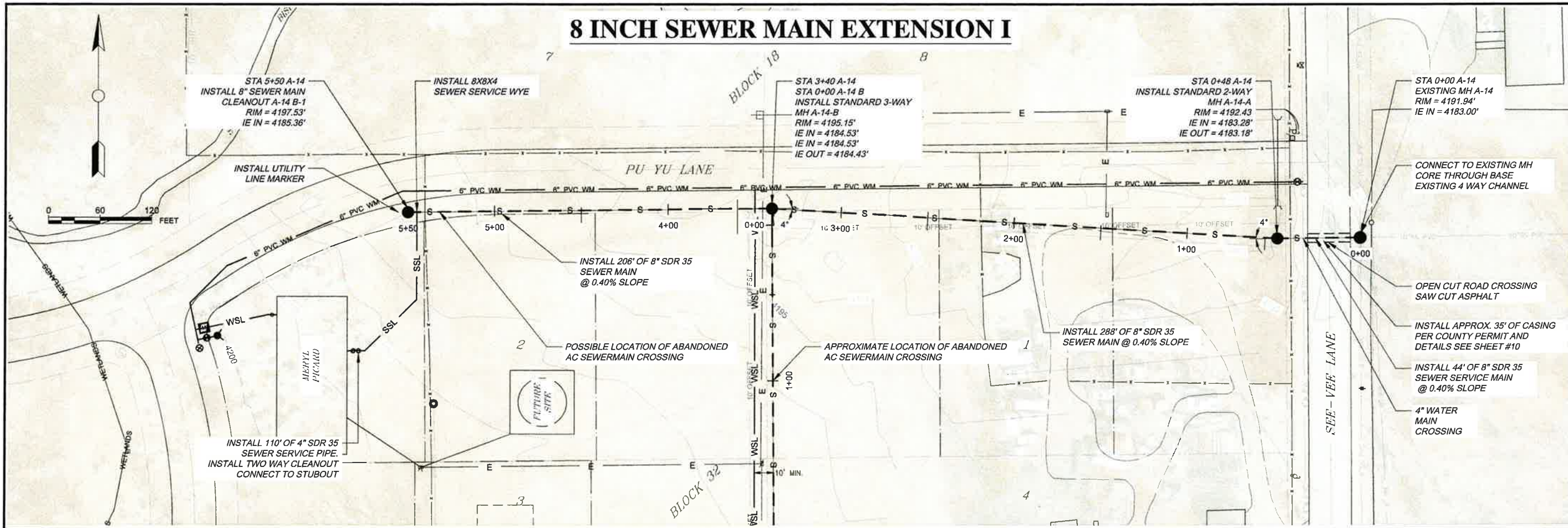
INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL
HEALTH & ENGINEERING

RENO DISTRICT OFFICE
1150 FINANCIAL BLVD, SUITE 500
RENO, NV 89502
(775) 784-5327



THE BISHOP PAUTE TRIBE
BISHOP - INYO COUNTY, CALIFORNIA
PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
6 INCH WATERMAIN EXTENSION
PH 22-FB7

DRAWN BY: C.GROOMS DATE: 05/24
CHECKED BY: M.ZIOLIS DATE: 05/24
APPROVED BY: M.SHI DATE: 05/24
FILE NAME: BSHP-C-STPLAN-PREFL
RN NUMBER: 03-23
PROJ ENG: MENG LI SHI



INTL.	
REVISIONS	
DATE	



INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL
HEALTH & ENGINEERING

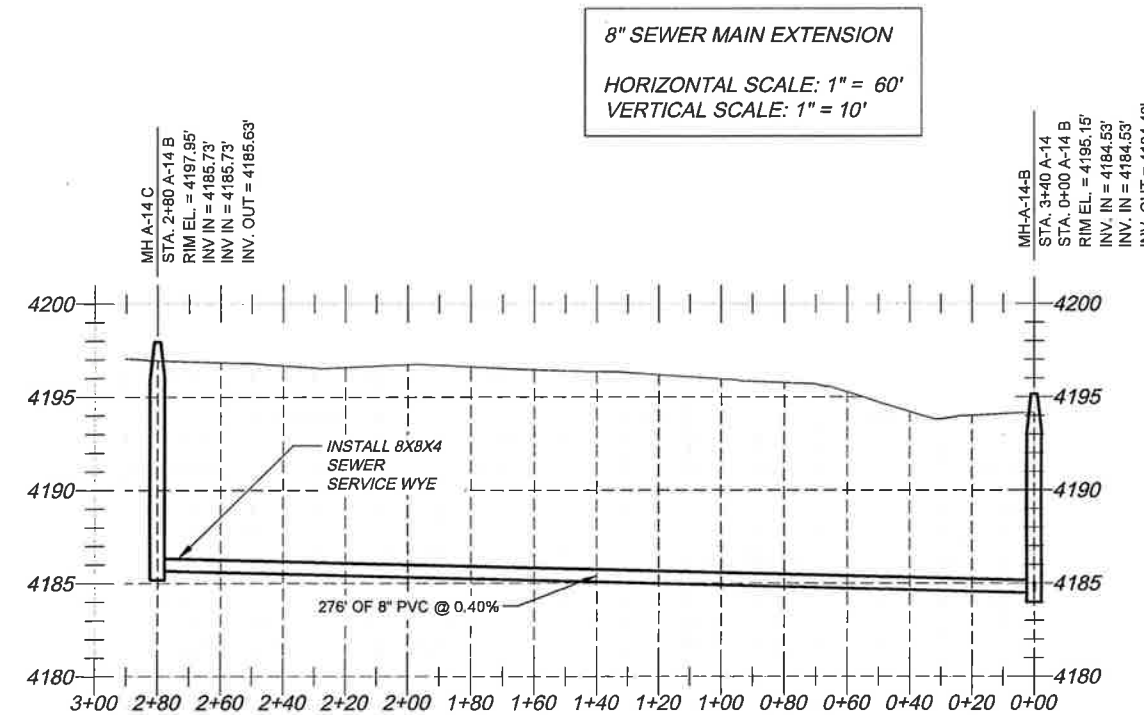
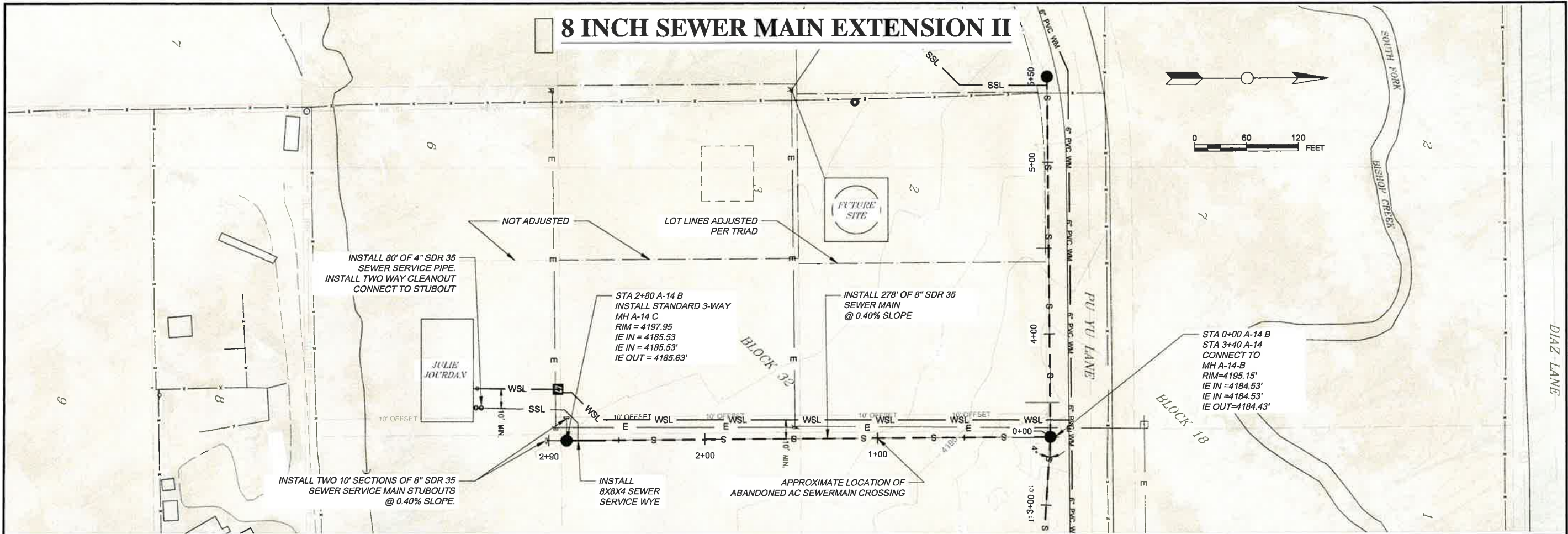
RENO DISTRICT OFFICE
1150 FINANCIAL BLVD, SUITE 500
RENO, NV 89502
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THE BISHOP PAUTE TRIBE
BISHOP - INYO COUNTY, CALIFORNIA
PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
8 INCH SEWER MAIN EXTENSION I
PH 22-F87

DRAWN BY: C.GROMS DATE: 05/24
CHECKED BY: M.ZIOLS DATE: 05/24
APPROVED BY: M.SHI DATE: 05/24

FILE NAME: BSHP-C-STPLAN-PREL
RN NUMBER: 03-23
PROJ ENG: MENG LI SHI



DATE	REVISIONS	INIT.



INDIAN HEALTH SERVICE
OFFICE OF ENVIRONMENTAL
HEALTH & ENGINEERING

RENO DISTRICT OFFICE
1150 FINANCIAL BLVD, SUITE 500
RENO, NV 89502
(775) 784-5327

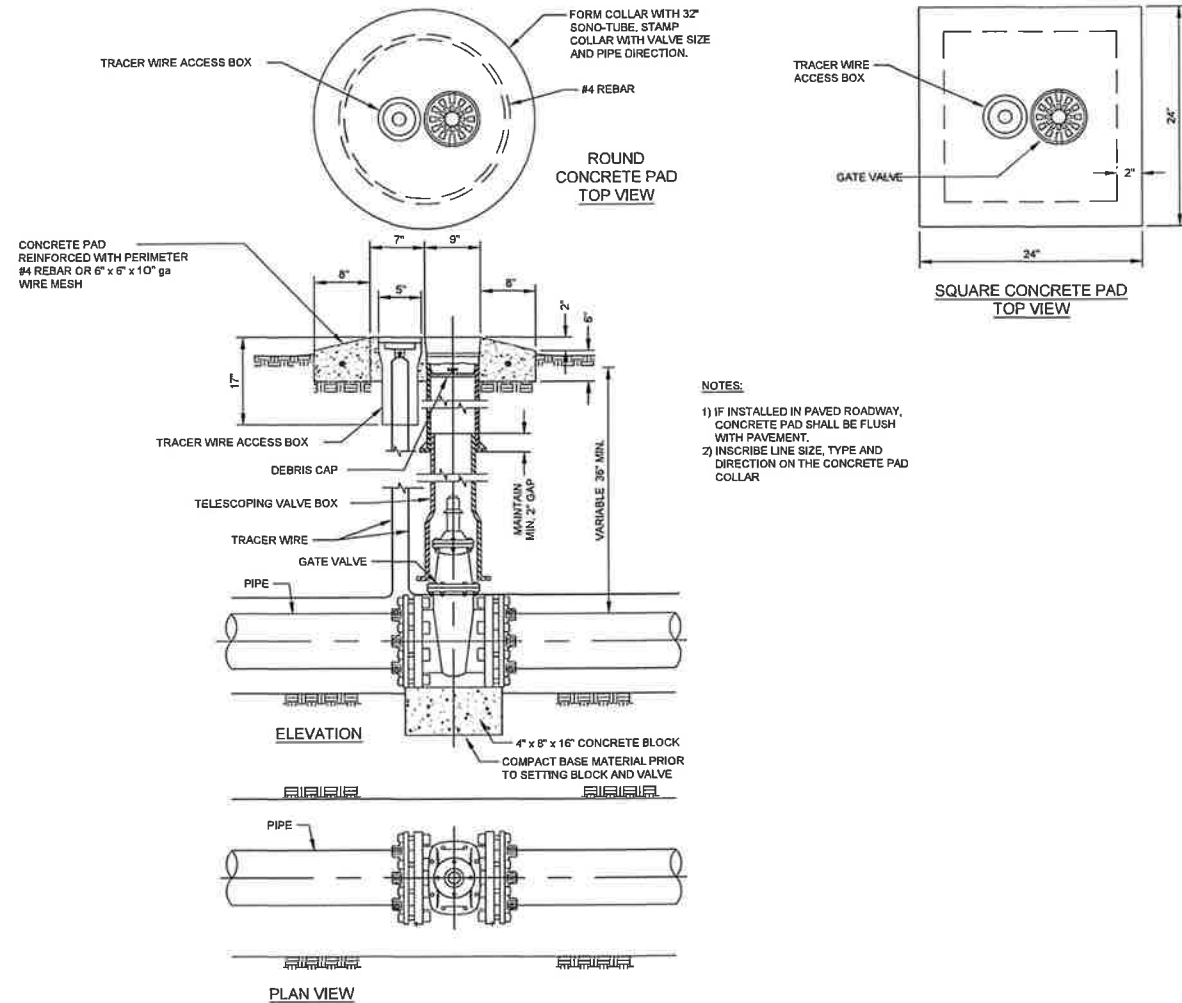


THE BISHOP PAUTE TRIBE
BISHOP - INYO COUNTY, CALIFORNIA
PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
8 INCH SEWER MAIN EXTENSION II
PH 22-F87

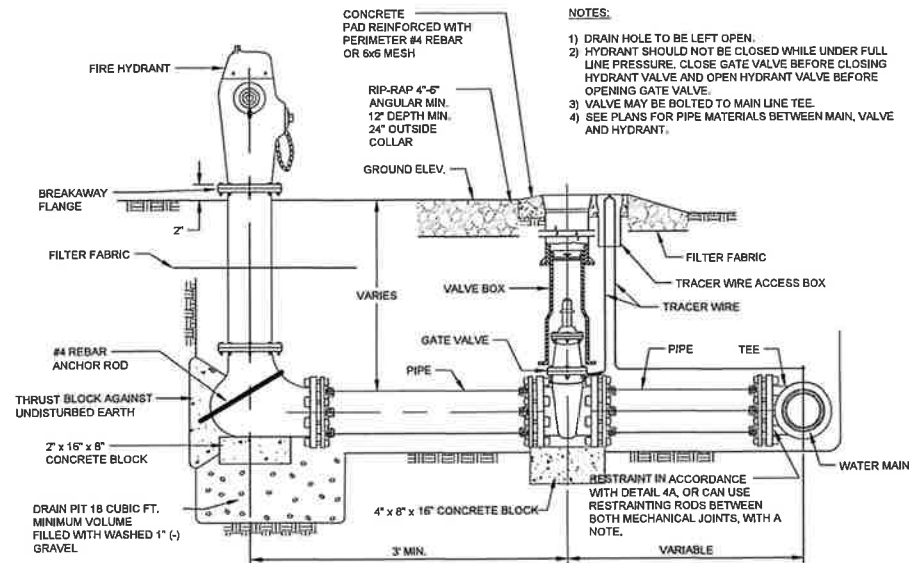
DRAWN BY: C. CHROMS
CHECKED BY: M. ZIOLS
APPROVED BY: M. SHI

FILE NAME: BSHP-C-STPLAN-PRFL
RN NUMBER: 03-23
PROJ ENG: MENG LI SHI

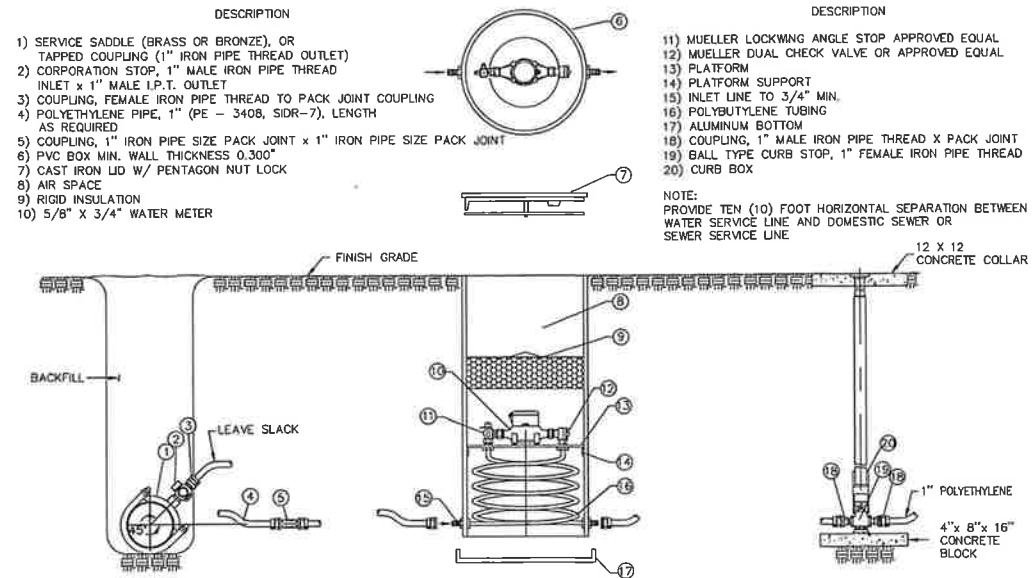
DATE: 05/24
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DATE: 05/24



- NOTES:**
- 1) IF INSTALLED IN PAVED ROADWAY, CONCRETE PAD SHALL BE FLUSH WITH PAVEMENT.
 - 2) INSCRIBE LINE SIZE, TYPE AND DIRECTION ON THE CONCRETE PAD COLLAR

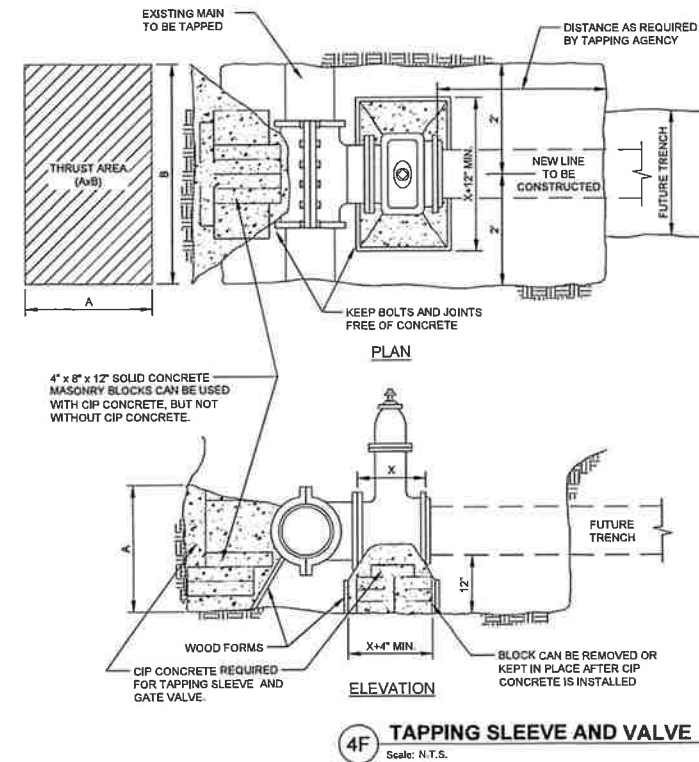


- NOTES:**
- 1) DRAIN HOLE TO BE LEFT OPEN.
 - 2) HYDRANT SHOULD NOT BE CLOSED WHILE UNDER FULL LINE PRESSURE. CLOSE GATE VALVE BEFORE CLOSING HYDRANT VALVE AND OPEN HYDRANT VALVE BEFORE OPENING GATE VALVE.
 - 3) VALVE MAY BE BOLTED TO MAIN LINE TEE.
 - 4) SEE PLANS FOR PIPE MATERIALS BETWEEN MAIN, VALVE AND HYDRANT.



- DESCRIPTION**
- 1) SERVICE SADDLE (BRASS OR BRONZE), OR TAPPED COUPLING (1" IRON PIPE THREAD OUTLET)
 - 2) CORPORATION STOP, 1" MALE IRON PIPE THREAD
 - 3) INLET x 1" MALE I.P.T. OUTLET
 - 4) COUPLING, FEMALE IRON PIPE THREAD TO PACK JOINT COUPLING
 - 5) POLYETHYLENE PIPE, 1" (PE - 3408, SDR-7), LENGTH AS REQUIRED
 - 6) COUPLING, 1" IRON PIPE SIZE PACK JOINT x 1" IRON PIPE SIZE PACK JOINT
 - 7) PVC BOX MIN. WALL THICKNESS 0.300"
 - 8) CAST IRON LID W/ PENTAGON NUT LOCK
 - 9) AIR SPACE
 - 10) RIGID INSULATION
 - 11) 5/8" x 3/4" WATER METER

- DESCRIPTION**
- 11) MUELLER LOCKWING ANGLE STOP APPROVED EQUAL
 - 12) MUELLER DUAL CHECK VALVE OR APPROVED EQUAL
 - 13) PLATFORM SUPPORT
 - 14) INLET LINE TO 3/4" MIN.
 - 15) POLYETHYLENE TUBING
 - 16) ALUMINUM BOTTOM
 - 17) COUPLING, 1" MALE IRON PIPE THREAD x PACK JOINT
 - 18) BALL TYPE CURB STOP, 1" FEMALE IRON PIPE THREAD
 - 19) CURB BOX
- NOTE:**
PROVIDE TEN (10) FOOT HORIZONTAL SEPARATION BETWEEN WATER SERVICE LINE AND DOMESTIC SEWER OR SEWER SERVICE LINE



- NOTES:**
- 1) TAPPING SLEEVE TO BE PLACED A MINIMUM OF 18" FROM ANY BELL COUPLING, VALVE, FITTING OR OTHER OBSTRUCTION.
 - 2) CONTRACTOR SHALL EXCAVATE AS SHOWN AND SHALL SET TAPPING SLEEVE AND VALVE AND TIGHTEN ALL BOLTS PRIOR TO THE PRESSURE TEST.
 - 3) ALL TAPPING SLEEVES AND VALVES MUST BE PRESSURE TESTED PRIOR TO BLOCKING OR TAPPING. THE TEST MUST BE WITNESSED AND APPROVED BY THE INSPECTOR.
 - 4) BLOCKS ARE TO EXTEND TO UNDISTURBED GROUND AND BE INSTALLED BEFORE THE TAP IS MADE. ALL FLANGE BOLTS SHALL BE FREE AND CLEAR OF CONCRETE.
 - 5) THIS DETAIL COVERS TAPPING SLEEVES 4" THROUGH 16" IN SIZE ON DUCTILE IRON, CAST IRON AND ASBESTOS CEMENT PIPE. ANY OTHER SIZE OR TYPE OF PIPE WILL REQUIRE A SEPARATE SUBMITTAL AND APPROVAL BY THE ENGINEER.

SIZE OF PIPE BEING CONNECTED	MINIMUM THRUST AREA REQUIRED (AvB) (SQUARE FEET)
4" AND LESS	3
6"	4
8"	5
10"	9
12"	13
16"	23

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REVISIONS	
DATE	

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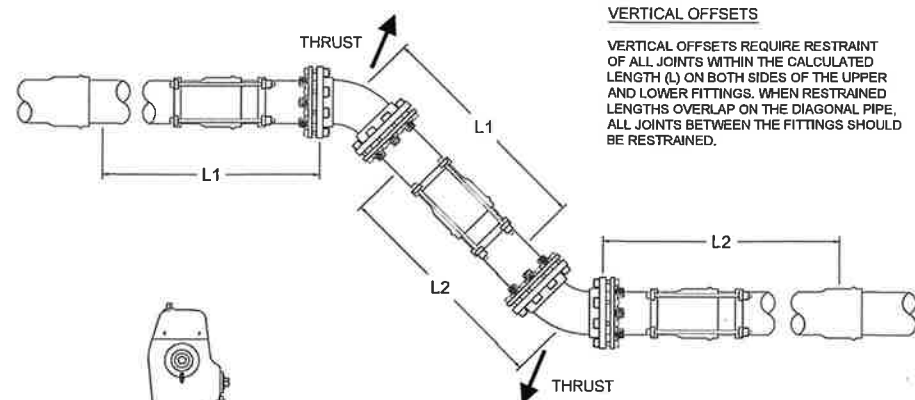
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PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
WATER SYSTEM DETAILS I
PH 22-F87

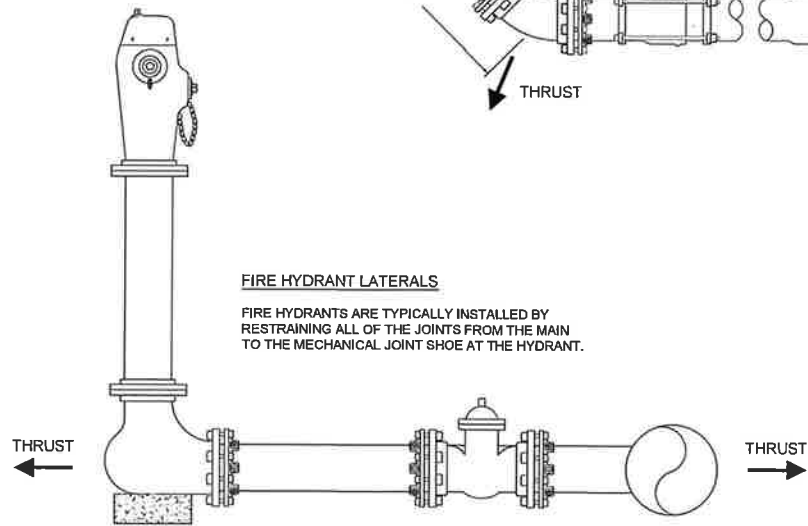
DRAWN BY: C.GROOMS	DATE: 05/24	FILE NAME: WATER DETAILS I & II
CHECKED BY: M.ZLOJS	DATE: 05/24	RN NUMBER: 03-23
APPROVED BY: M.SHI	DATE: 05/24	PROJ ENG: MENG LI SHI

07

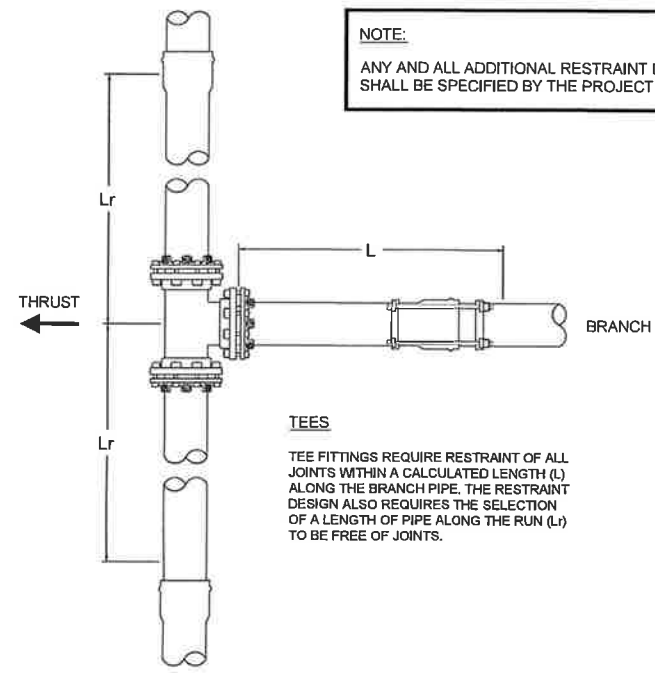
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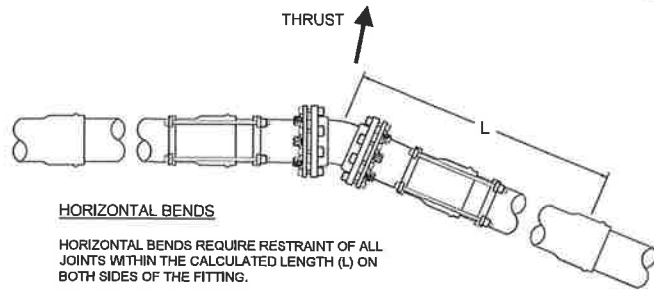
VERTICAL OFFSETS
VERTICAL OFFSETS REQUIRE RESTRAINT OF ALL JOINTS WITHIN THE CALCULATED LENGTH (L) ON BOTH SIDES OF THE UPPER AND LOWER FITTINGS. WHEN RESTRAINED LENGTHS OVERLAP ON THE DIAGONAL PIPE, ALL JOINTS BETWEEN THE FITTINGS SHOULD BE RESTRAINED.



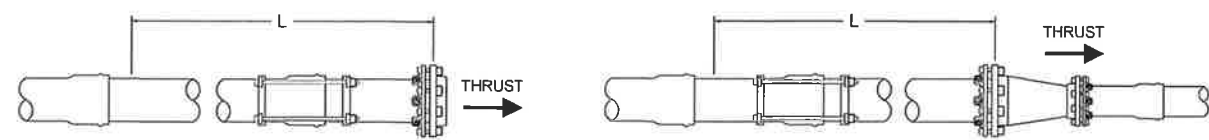
FIRE HYDRANT LATERALS
FIRE HYDRANTS ARE TYPICALLY INSTALLED BY RESTRAINING ALL OF THE JOINTS FROM THE MAIN TO THE MECHANICAL JOINT SHOE AT THE HYDRANT.



TEES
TEE FITTINGS REQUIRE RESTRAINT OF ALL JOINTS WITHIN A CALCULATED LENGTH (L) ALONG THE BRANCH PIPE. THE RESTRAINT DESIGN ALSO REQUIRES THE SELECTION OF A LENGTH OF PIPE ALONG THE RUN (Lr) TO BE FREE OF JOINTS.



HORIZONTAL BENDS
HORIZONTAL BENDS REQUIRE RESTRAINT OF ALL JOINTS WITHIN THE CALCULATED LENGTH (L) ON BOTH SIDES OF THE FITTING.



DEAD ENDS (AND IN-LINE VALVES)
DEAD ENDS REQUIRE RESTRAINT OF ALL JOINTS WITHIN THE CALCULATED LENGTH (L) EXTENDING FROM THE CAP. IN-LINE VALVES REQUIRE RESTRAINT OF ALL JOINTS WITHIN A DISTANCE (L) EXTENDING EITHER SIDE OF THE VALVE.

RESTRAINT LENGTHS FOR PVC PIPE MATERIAL

PIPE SIZE	HORIZONTAL BENDS	L	VERTICAL OFFSETS	L1	L2	TEE	Lr	L	L FOR DEAD ENDS AND VALVES	REDUCERS	L
12"	90°	35'				12 x 12 x 12	15.0	17'	99'	12 x 10	29'
	45°	15'	45°	41'	13'	12 x 12 x 10		1'		12 x 8	52'
	22.5°	7'	22.5°	20'	7'	12 x 12 x 8		1'		12 x 6	72'
	11.25°	4'	11.25°	10'	3'	12 x 12 x 6		1'		12 x 4	86'
10"	90°	30'				10 x 10 x 12	10.0	54'	84'	10 x 8	28'
	45°	13'	45°	35'	11'	10 x 10 x 10		30'		10 x 6	52'
	22.5°	6'	22.5°	17'	6'	10 x 10 x 8		2'		10 x 4	68'
	11.25°	3'	11.25°	9'	3'	10 x 10 x 6		1'		10 x 3	73'
8"	90°	26'				8 x 8 x 10	8.0	50'	70'	8 x 6	30'
	45°	11'	45°	29'	10'	8 x 8 x 8		27'		8 x 4	50'
	22.5°	5'	22.5°	14'	5'	8 x 8 x 6		1'		8 x 3	57'
	11.25°	3'	11.25°	7'	3'	8 x 8 x 4		1'			
6"	90°	20'				6 x 6 x 10	8.0	58'	53'	6 x 4	28'
	45°	8'	45°	22'	7'	6 x 6 x 8		38'		6 x 3	36'
	22.5°	4'	22.5°	11'	4'	6 x 6 x 6		11'			
	11.25°	2'	11.25°	6'	2'	6 x 6 x 4		1'			
4"	90°	14'				4 x 4 x 6	8.0	25'	38'	4 x 3	13'
	45°	6'	45°	16'	5'	4 x 4 x 4		1'			
	22.5°	3'	22.5°	8'	3'	4 x 4 x 3		1'			
	11.25°	2'	11.25°	4'	2'						

RESTRAINED MECHANICAL PIPE JOINT APPLICATION CRITERIA

- NOTES:**
- ALL ABOVE REFERENCED RESTRAINT LENGTHS, "L", SHALL BE CONSIDERED AS MINIMUM VALUES. ALL CALCULATED LENGTHS ARE BASED ON THE EBAA RESTRAINT LENGTH CALCULATOR AND ASSUME THE FOLLOWING:
 - SOIL TYPE IS SIMILAR TO GP (PER USCS), A POORLY GRADED GRAVEL-SAND MIXTURE WITH LITTLE OR NO FINES.
 - THE TEST PRESSURE IS 150 PSI.
 - THE FACTOR OF SAFETY IS 1.5 TO 1.
 - THE MINIMUM DEPTH OF BURY IS 3.0'.
 - THE PIPE IS PLACED IN A COMPACTED GRANULAR MATERIAL UP TO THE CENTERLINE OF THE PIPE, AND WITH A MINIMUM OF 4" BEDDING UNDER THE PIPE, AND COMPACTED SELECT MATERIAL UP TO THE TOP OF THE PIPE. ALL BEDDING AND COVER MATERIAL IS TO BE BACKFILLED AND COMPACTED IN ACCORDANCE TO TP 01.
 - TRENCH TYPE IS TYPE 4.
 - FOR VERTICAL OFFSETS, THE LOW SIDE DEPTH USED WAS 3.5 FT.
 - FOR ANY DIFFERENT VALUES OR CRITERIA, CONSULT WITH ENGINEER TO RECALCULATE REQUIRED RESTRAINT LENGTH.

4A MECHANICAL RESTRAINED JOINTS
Scale: NTS

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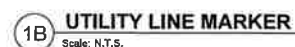
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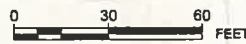
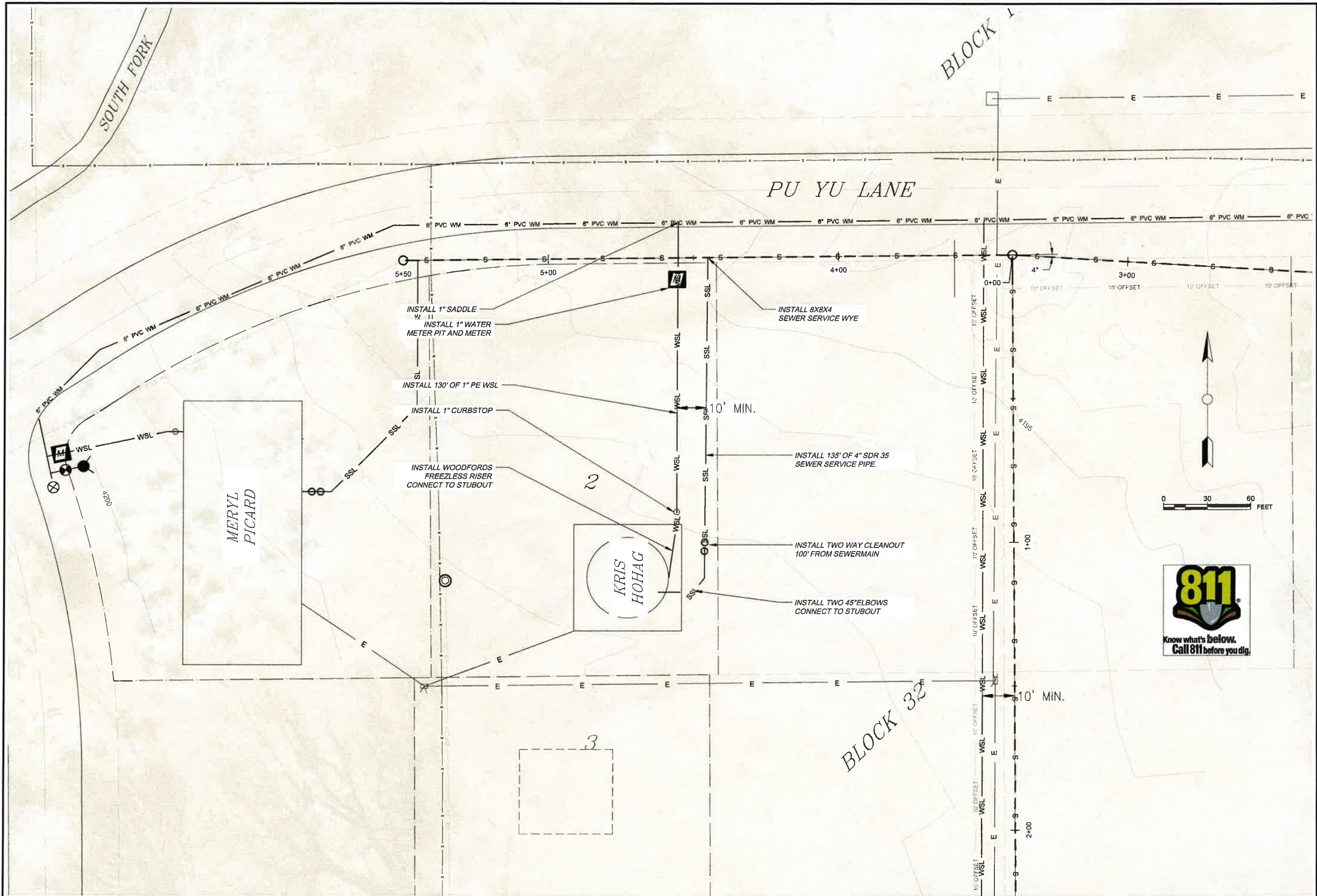
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BISHOP - INYO COUNTY, CALIFORNIA
PROPOSED PU YU LANE WATER & SEWER MAIN EXTENSIONS
WATER SYSTEM DETAILS II
PH 22-FB7

DRAWN BY: C.GROOMS DATE: 05/24
CHECKED BY: M.ZOJIS DATE: 05/24
APPROVED BY: M.SHI DATE: 05/24

FILE NAME: WATER DETAILS I & II
RN NUMBER: 03-23
PROJ ENG: MENG LI SHI



09
HEET 09 OF 10



DATE	REVISIONS	INT.
07/24	ADDED TO PH 22-F87 RN 03-23	C.G.

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(775) 784-5927



THE BISHOP PAUTE TRIBE BISHOP - INYO COUNTY, CALIFORNIA KRISTOPHER HOHAG PROPOSED WATER AND SEWER SERVICE BLOCK 32, LOT 2, CENTER 1/3 PH 22-F87			
DRAWN BY: C.CROOKS	DATE: 07/24	FILE NAME: BSHP-C-STPLAN-PRFL	
CHECKED BY: SHI	DATE: 07/24	RN NUMBER: 03-23	
APPROVED BY: M.SHI	DATE: 07/24	PROJ. ENG: MENGJI SHI	



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-15

Office of Traffic Safety Grant

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Lindsey Stine, Community Relations Liaison

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Authorize the submittal of the Office of Traffic Safety FY 2025-2026 grant program application.

BACKGROUND / SUMMARY / JUSTIFICATION:

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The Office of Traffic Safety (OTS) reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

FISCAL IMPACT:

Funding Source	Grant Funded - Office of Traffic Safety - Federal Funding through the State of California	Budget Unit	TBD
Budgeted?	No	Object Code	TBD
Recurrence	Ongoing Expenditure- Reimbursement Grant	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
Up to \$100,000.00 for the period between Oct 1, 2025, to Sept 30, 2026
Additional Information

If awarded this funding, this grant will enhance efforts to strengthen traffic safety enforcement.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the grant submittal. This alternative is not recommended as the awarded funds will assist in efforts of traffic enforcement and safety.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Public Safety and Emergency Response

APPROVALS:

Lindsey Stine	Created/Initiated - 1/17/2025
Darcy Israel	Approved - 1/17/2025
John Vallejo	Approved - 1/17/2025
Amy Shepherd	Approved - 1/17/2025
Nate Greenberg	Approved - 2/1/2025
Stephanie Rennie	Final Approval - 2/1/2025

ATTACHMENTS:

1. Office of Traffic Safety Grant Information
2. California Office of Traffic Safety Grant Program Manual
3. Office of Traffic Safety Grant Processing Forms

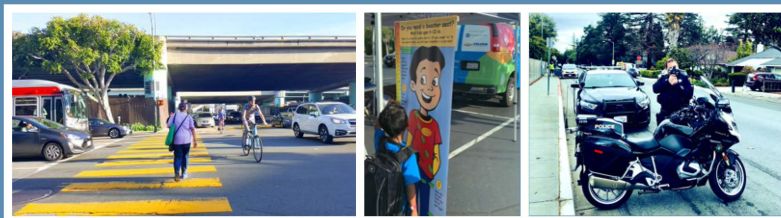


CALIFORNIA OFFICE OF
TRAFFIC SAFETY

AT A GLANCE:

OTS Grant Funding

WHO IS ELIGIBLE?
Public Entities*



GRANT TYPES

- Alcohol-Impaired Driving
- Distracted Driving
- Drug-Impaired Driving
- Emergency Medical Services
- Motorcycle Safety
- Occupant Protection
- Pedestrian and Bicycle Safety
- Police Traffic Services
- Roadway Safety and Traffic Records

FUNDING CYCLE

One-Year Grants

(October 1st to September 30th)



LEARN MORE

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ots.ca.gov/grants



CALL
(916) 509-3030

EMAIL
contactots@ots.ca.gov

APPLICATION DEADLINE: JANUARY 31

**501(c)(3) nonprofits with public entity as a grant host.*



California Office of Traffic Safety Grant Program Manual For Federal Fiscal Year 2024

This manual establishes consistent program and project management procedures for the California Office of Traffic Safety (OTS) staff and subrecipients (agencies/organizations receiving federal grant funds from the OTS) to guide the administration of the state's highway safety program in compliance with National Highway Traffic Safety Administration guidelines. Best practice requires the OTS to have a current manual which documents standard operating procedures and the management of the highway safety program. This manual contains a written record of current approved administrative and financial procedures; however, it does not specifically address all regulations. Periodic changes and additions to the manual may be necessary to meet changing federal and state laws and/or to improve program management and fiscal procedures. When an agency or organization accepts federal safety funds, it also agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period.

GRANT PROGRAM MANUAL

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GRANT PROGRAM MANUAL

COMMONLY USED TERMS & ACRONYMS

The following commonly used terms and acronyms are provided to assist manual users. Many appear in this manual, while others are used in documents associated with the grant program management process.

ADA	Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
Annual Grant Application	Annual grant application means the document that the State submits each fiscal year as its application for highway safety grants (and amends as necessary), which provides any necessary updates to the State's most recent triennial HSP, identifies all projects the State will implement during the fiscal year to achieve its highway safety performance targets, describes how the State has adjusted its countermeasure strategy for programming funds based on the annual report, and includes the application for grants under Sections 405 and 1906.
ARIDE	Advanced Roadside Impaired Driving Enforcement - Training designed to bridge the gap between SFST and DRE that enables a police officer to observe, identify and articulate the signs of impairment caused by drugs, alcohol, or a combination of both.
Authorizing Official, Grant Director, and Fiscal Official	Agency officials within a government or public entity who have the authority to obligate the agency to a grant agreement. The individuals are responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements.
Budget	Broad grouping of expenses such as personnel costs, supplies, and equipment.
Buy America Act	Prohibits states or subrecipient from using highway grant funds under 23 U.S.C. Chapter 4 to purchase steel, iron and manufactured products, unless they are produced in <u>the U.S., under \$5,000.00</u> , or a waiver is granted by the Secretary of Transportation. (23 U.S.C. 313)
CalSTA	California State Transportation Agency

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Caltrans	California Department of Transportation
CFDA	Catalog of Federal Domestic Assistance - Provides a listing of all federal programs available to state and local governments; federally recognized Indian tribal governments; U.S. territories and possessions; domestic public, quasi-public and private profit and non-profit organizations and institutions; specialized groups; and individuals.
CFR	Code of Federal Regulations - A listing of general and permanent rules published in the Federal Register by the Executive branch of the federal government and federal agencies.
CHP	California Highway Patrol
CPS	Child Passenger Safety
DD	Distracted Driving
DOF	California Department of Finance
DOJ	California Department of Justice
DRE	Drug Recognition Expert - A police officer trained to recognize impairment in drivers under the influence of drugs other than or in addition to, alcohol.
DUI	Driving Under the Influence
DUID	Driving Under the Influence of Drugs
EB Method	Empirical Bayesian Ranking Method - Used by researchers and statisticians to group and give varying weights to many different factors. The OTS Rankings for cities are developed using this method, which factors in not only population and daily vehicle miles traveled, but crash records and trends to arrive at a single, more accurate ranking.
EMS	Emergency Medical Services
Employee Time Certification	Used to certify that 100% of an employee's time is federally grant funded (Form OTS-26)

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Equipment	Non-expendable - Tangible, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more that is used only for traffic safety purposes.
Equipment Report	Details the purchase date, description, location, total cost, federal funds used, and current fair market value.
Equipment Re-Certification Report	Same as the equipment report but includes depreciation information that must be updated and filed every two years from the original date of acquisition.
FARS	Fatality Analysis Reporting System. Nationwide census providing yearly public data regarding fatal injuries suffered in motor vehicle traffic crashes. A database, created by NHTSA, of fatal traffic crashes from 1975 through present within the 50 States, the District of Columbia, and Puerto Rico. The database is updated annually and contains detailed information for crashes that result in at least one fatality.
Fair Market Value (VFM)	Is the price that property/equipment would sell for on the open market. It is the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts. (IRS Publication 561)
FFATA	Federal Funding Accountability and Transparency Act - Requires subrecipients to annually report each action that obligates \$25,000 or more in federal funds.
FHWA	Federal Highway Administration
Fiscal Official	Fiscal or accounting official who has responsibility for the agency's fiscal/accounting records. Is responsible for ensuring costs are in accordance with the agency's standard policies and procedures and records are maintained.
GEMS	Grant Electronic Management System. The OTS on-line application and grant award system.
Grant	Federal fiscal funding awarded by the OTS to a government or public entity to address a specific behavioral highway safety issue.
Grantee	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "subrecipient."

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Grant Agreement	Binding document between the OTS and a government or public entity outlining the terms and conditions, and programmatic and financial responsibilities of receiving federal highway safety grant funds.
Grant Claim Invoice	Expenditures incurred in support of approved grant activities that a subrecipient may submit for reimbursement.
Grant Director	The individual responsible for establishing and maintaining procedures that ensure effective administration of the approved grant and comply with grant requirements. Is responsible for day-to-day operations of the grant.
Grants Made Easy (GME)	Templates designed to facilitate ease of preparing and submitting a grant application.
Grant Revision	A change to a grant agreement that is necessary to enhance its operational efficiency.
GPR	Grant Performance Review – A review of the subrecipient grant activities, progress in meeting goals and objectives, and financial records for compliance with federal rules.
Host Agency	A government or public entity that acts as the primary subrecipient and manager of the grant but all or most of the activity is performed by a contractor.
HVE Grant	High Visibility Enforcement is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. An HVE grant is awarded to a law enforcement agency to target a specific traffic safety issue such as speeding or impaired driving; highly visible enforcement is coupled with a publicity strategy designed to educate the public and promote voluntary compliance with the law.
LEL	Law Enforcement Liaison – An individual employed by OTS who provides law enforcement expertise to the OTS and its subrecipients for enforcement grant site selection, appropriate grant strategies and countermeasures, and grant development as well as contacts for local, county, and state law enforcement officials, the OTS, and the Regional Office of the National Highway Traffic Safety Administration.

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NHTSA	National Highway Traffic Safety Administration - The federal agency responsible for administering the national highway traffic safety grant programs funded by federal legislation.
Non-Profit	A non-governmental entity registered as a 501(c)(3) with the California Secretary of State.
OP	Occupant Protection
Other Direct Costs	Any grant item or service costing less than \$5,000 per unit.
OTS	California Office of Traffic Safety, the state's lead traffic safety organization tasked with addressing behavioral safety issues.
OTS Rankings	Office of Traffic Safety Rankings - Developed using the Empirical Bayesian Ranking Method to enable a city or county to compare its traffic safety statistics to similar sized cities and counties.
Paid Media	Advertising (print, TV, radio, display, promoted or sponsored social media) that is disseminated by the media for a fee.
PAR	Employee-maintained timesheet or log used to account for all time spent on federal and non-federal grants and other programs.
Performance Measures	The goals and objectives that describe what the subrecipient will accomplish by implementing the traffic safety grant program (goals) and the tasks or activities that will be performed in support of the goals.
PI&E	Public Information & Education - Includes educational and promotional materials, advertising, and public relations activities.
Pre-Operational Review	A meeting held during the first 90 days after the start of the OTS grant to review the grant program manual and grant requirements.
Primary Contact	Main point of contact for the grantee (subrecipient) during the duration of the grant agreement.
Program Area Review team	The OTS Program Coordinators assigned to a program area to evaluate applications. Each team includes a program area expert.

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Program Coordinator	The OTS staff member responsible for the effective administration of grants and statewide highway safety programs.
PSA	Public Service Announcement - Public interest messages designed to raise awareness and change public attitudes and behavior towards a social issue. May be disseminated by the media for free or a fee (paid media).
QPR	Quarterly Performance Report - Prepared by the subrecipient describing tasks, activities and equipment purchases that were made in support of the goals, objectives, and objective data points in the grant.
SAM	System for Award Management- A 12-digit alpha-numeric unique entity identifier to detect different divisions of companies and provide easy reference for those seeking information.
SD/SO	Sheriff's Department/Sheriff's Office
SFST	Standardized Field Sobriety Testing - Composed of three physical exercises used by enforcement officials during a DUI detection investigation to assist in determining impairment in suspected DUI subjects.
Sole Source	Purchases or contracts awarded through a non-competitive process.
STEP	Selective Traffic Enforcement Program - Intensive enforcement of a specific traffic safety laws with extensive communication, education, and outreach informing the public about the enforcement activity.
Subrecipients	A government or public entity receiving a highway safety grant from the OTS. Also referred to as "grantee."
Subrecipient General Costs of Government	Reduction in subrecipient funds for an existing activity specifically because federal funds become available or are expected to be available to fund that same activity.
Source Documentation	Any documentation required by the OTS and/or NHTSA to support grant activities.

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SWITRS	Statewide Integrated Traffic Records System - Database used by the CHP and other law enforcement agencies to capture and review crash data by jurisdiction, location, and other criteria.
Time Sheet	Approved documentation detailing work hours performed by an employee on behalf of his/her employer during a set time period (i.e., weekly, bi-weekly, overtime).
TIMS	Transportation Injury Mapping System – Developed by the UC Berkeley Safe Transportation Research and Education Center (SafeTREC) to geocode and map the statewide crashes in an efficient and simple manner.
Title VI Assessment	Form completed by the subrecipient to ensure compliance with federal statutes and regulations relating to non-discrimination.
<i>Triennial Highway Safety Plan (3HSP)</i>	The document that the State submits once every three fiscal years documenting its highway safety program, including the State's highway safety planning process and problem identification, public participation and engagement, performance plan, countermeasure strategy for programming funds, and performance report. Outlines the state's annual expenditure of federal highway safety grant funds for priority behavioral safety programs during the federal fiscal year (October 1 – September 30).
TSRP	Traffic Safety Resource Prosecutor - Typically current prosecutors who provide training, education, and technical support to traffic crimes prosecutors and law enforcement personnel throughout the state.
TR	Traffic Records
TRIP	Traffic Records Improvement Project
Vertical Prosecution	A method of prosecution that provides for the assignment of a prosecutor to a case from the initial point of referral to the completion of the resolution resulting in continuity and improved prosecution success.

HIGHWAY SAFETY PROGRAM

The [Office of Traffic Safety \(OTS\)](#), headquartered in Elk Grove, is California's lead traffic safety organization. Located within the California State Transportation Agency (CalSTA), the OTS is tasked with developing and implementing a highway safety program that addresses the behavioral factors that impact safety on the road.

Vision - “Everyone traveling on California roadways will go safely”

Mission - Effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.

The goal of the annual program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely. Using [Federal Highway Safety Program](#) funds, the OTS partners with political subdivisions of the state to address California's highway safety needs at the state, county, and local level. The OTS cannot directly fund a 501(c)(3) non-profit organization; however, these entities are eligible for funding through a “host” government or public entity (subrecipient) as a contractor.

DEVELOPMENT OF THE STATE HIGHWAY SAFETY PLAN

Problem Identification & Program Areas

Data analysis is essential to understanding who is crashing, where they're crashing, and why. The OTS reviews local, county, and state crash data to identify roadway users – motorists, pedestrians, bicyclists, teens, older drivers, for example – with a statistically higher crash risk. This data, combined with citation, licensing, vehicle miles traveled, and demographic information, are analyzed to help the OTS and its partners understand what is prompting crashes and the resulting injuries and fatalities on California's roadways not only statewide, but also at the county and city level. The OTS uses crash rankings to help individual cities compare their traffic safety statistics to those of a similar population size. The OTS and cities use this data to monitor progress in addressing ongoing traffic safety problems as well as to identify emerging issues.

This information is also used to develop the [Triennial Highway Safety Plan](#) (3HSP), which details the extent of California's crash problem and how federal highway safety dollars will be distributed into priority behavioral safety programs during the federal fiscal years (October 1 – September 30). The National Highway Traffic Safety Administration (NHTSA) has identified priority areas, which the agency

determines to be effective in reducing motor vehicle crashes, injuries, and fatalities. California's 3HSP addresses NHTSA's priority program areas and others including:

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

The 3HSP not only describes what will be done to address these program areas, but also the goals and performance measures used to gauge progress. Program goals and performance measures are selected based on severity, economic costs and number of agencies available to implement projects using proven countermeasures. Federal regulations require that the three common performance measures (fatalities, serious injuries and fatality rate) in the 3HSP have identical performance targets with the Caltrans Highway Safety Improvement Program (HSIP). These common performance targets shall be based on a five-year rolling average (only). For more information [contact OTS](#) or visit our web page at www.ots.ca.gov/About Us.

Project Solicitation and Development

The annual project selection process begins by notifying Grant Electronic Management System (GEMS) registrants through email of the open application period for the next federal fiscal year (October 1-September 30) and of funding workshop dates held each December. The message also announces when grant application forms and instructions will be available on the [Grants/Apply Now](#) page of the OTS website.

The Regional Grant Application Workshops, facilitated by the OTS staff, may be constructed to generate interest in a particular program area identified in the 3HSP and/or to address questions about the grant application process.

Additionally, the OTS staff review crash data and encourages government or public entities (i.e., law enforcement agencies, public health, fire departments, driving under the influence [DUI] courts, district attorneys, colleges and universities, school districts, and public emergency services providers) to apply for this grant funding opportunity or to attend a workshop.

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All grant applications are due January 31. The table below details the grant application process timeline.

Annual Grant Cycle

<u>Month</u>	<u>Activity</u>
December	OTS announces upcoming grant application period OTS conducts grant workshops
January 31	Deadline to submit grant applications to OTS
February-May	OTS reviews and ranks grant applications
June	OTS submits grants to CalSTA for approval OTS notifies subrecipients of grant application status OTS holds pre-3HSP meeting with NHTSA (If applicable)
June - July	OTS holds pre-funding meetings with subrecipients (as needed) OTS develops draft grant agreements OTS submits 3HSP to NHTSA (If applicable)
July - September	OTS submits AGA to NHTSA OTS sends grant agreements to subrecipients for review & signatures
September	Signed grant agreements due to OTS
September 30	End of federal fiscal year
October 1	Federal fiscal year begins
October-December	OTS holds pre-operation meetings with subrecipients

Grant Eligibility

Before applying for a grant, all potential applicants should review the following list to ensure they meet eligibility requirements:

Are You Eligible for an OTS Grant?

The first step in obtaining grant funding is to determine if the project you want funded is eligible for Federal Funds administered by the OTS. Please review the information below before applying to see if your Agency and Program meet the funding criteria. Eligible applicants must meet the six criteria below:

1. Will you use the funds for one of the program areas listed below?

NHTSA Program Priority Areas

Alcohol-Impaired Driving	Distracted Driving
Drug-Impaired Driving	Emergency Medical Services
Motorcycle Safety	Occupant Protection
Police Traffic Services	Pedestrian and Bicycle Safety
Roadway Safety and Traffic Records	Public Relations, Advertising, and Marketing Program

2. Can your organization pay project expenses, and then wait 90 days to be reimbursed?
 - Project expenses are reimbursed after the grantee pays for them.
3. Is your organization a government or public entity?
 - If you are a 501(c)(3) non-profit organization, you will need a government or public entity as your host agency. Please contact our [office](#) for more information.
4. Have you cleared the [Single Audit](#)?
5. Do you have a [SAM](#) number?
6. Are you able to provide Traffic Safety Data that demonstrates how your program will save lives on CA roadways and be able to demonstrate using performance measures with one-year of funding?

If you are still unsure whether your project meets the criteria, contact our office for assistance at (916) 509-3030 or go to [OTS Grants](#) to start your application.

As criteria #3 indicates, the OTS cannot directly fund a 501(c)(3) non-profit organization; however, a non-profit that is registered with the California Secretary of State is eligible for funding through a "host" government or public entity (subrecipient) as a "contractor." The host agency should include funding for the "contractor" under contractual services in its grant application. The host agency, however, will be required to follow their contracting procedures. Acceptance and funding of the application does not imply an agreement or requirement for a "sole source" contract. If the contractor will receive more than \$150,000 in grant funds, the host agency should conduct a pre-award review. (For more information, refer to [Non-Profits](#) in the Grant Requirements section of this manual.)

Grant Types

Two types of grant applications are available – **General** grants and **Grants Made Easy** (GME). A qualifying government or public entity determines which type to use based on the problem to be addressed. Problem identification should be determined through analysis of local crash data, as well as data from the California Highway Patrol [Statewide Integrated Traffic Records System](#) (SWITRS) and the [OTS Rankings](#) for California cities and counties. The rankings, which are developed using the Empirical Bayesian Ranking or EB Method, factor in not only population and daily vehicle miles traveled, but also crash records and trends. This results in a single, more accurate ranking. Rankings are available addressing fatalities and injuries; alcohol; motorcyclists; pedestrians; bicyclists; speed-related, hit and run, and nighttime crashes; and composite.

A government or public entity should apply for a General grant if it is seeking funding to address traffic safety problems other than what are listed on a GME. Unlike a GME, which includes pre-determined goals, objectives and activities by focus area (i.e., DUI Court, EMS, Occupant Protection, Pedestrian and Bicycle Safety, Probation, Selective Traffic Enforcement Program, Traffic Records Improvement Project, and Vertical Prosecution), a General grant may be customized.

Grant Application Process and Review

Application Submission

The online GEMS provides a paperless system for application entry, the OTS review, allocation of funds, budgeting, tracking expenditures, monitoring grant performance, and supporting the development of reports required by state and federal agencies.

Grant applications must be submitted through GEMS **before 11:59 p.m. on January 31** of each year. Access to GEMS application forms is only available during the open application period; however, application training resources are available year-round. First time GEMS users are required to register and must be granted access by the OTS. Returning users can login using their existing credentials. Review the [OTS GEMS webpage](#) for more guidance.

GEMS provides an application template for each grant type that conforms to federal requirements as outlined in the [CFR Title 2 Subpart A Chapter II, Subpart C 200.211](#) including sections for:

- Agency Identification, specific information regarding the agency including the agency [SAM number](#);
- Problem Statement that details problem to be solved;
- Supporting Statistical Data that thoroughly documents the problem;

- Proposed Solution, a discussion of what strategies will be taken to solve the problem (i.e., increased DUI enforcement, pedestrian education) and what resources it will leverage to implement the intervention;
- Goals & Objectives, both grant types call for goals and objectives that are specific, measurable, action-oriented, realistic, time-framed (SMART);
- Method of Procedure, includes a plan for daily managing of the grant (agency qualifications), and a plan for reducing reliance on federal grant funding in the future (sustainability);
- Evaluation, general and GME grant applications also outline media, data collection and reporting, evaluation, and administrative support requirements;
- Budget items and Budget Narrative, include a detailed budget estimate with supporting narrative, that includes all cost categories – personnel costs, travel expenses, contractual services, equipment (\$5,000 or more per unit), and direct and indirect costs. Each category must be detailed by individual line items;
- Allows upload of supporting documents - While not required, it is strongly recommended that the grant application include a letter(s) of support from the governing body (i.e., Board of Supervisors, City Council) and, if applicable, the community.

All sections of the application must be complete for GEMS to accept the submission. GEMS will provide an individual application number. The system allows for multiple entry so that an application can be built over a period of time. Guidance is provided within GEMS to explain field entry requirements. However, once submitted, the application is locked and cannot be altered by the applicant. To protect the integrity of the submission, the OTS can only view the application during its review process.

All applications successfully submitted on or before the January 31 deadline will receive the following automatically generated response via GEMS:

“Thank you for submitting your Traffic Safety Application. Applications are being reviewed for possible incorporation into our Highway Safety Plan for the next Federal Fiscal Year.

You will be notified when a decision has been reached concerning the status of your application. Thank you for your interest in traffic safety.”

The status of the application is automatically updated to “Submitted”.

Grant Application Review

Once the grant application period has closed, each application goes through an evaluation process. The application is assigned to a Program Area Review Team. The OTS Program Coordinators on the team review the application to determine if it:

- Will contribute to the California Traffic Safety Program;
- Is compatible with NHTSA and OTS grant funding policies;
- Falls under the OTS' funding priorities, includes best practices and is a [Strategic Highway Safety Plan](#) priority;
- Addresses a serious problem that's supported through comprehensive crash data analysis;
- Targets high-risk populations, high-risk behaviors, and high crash locations;
- Is reasonable and proportional (strategy, time frame, budget) to the identified problem; and
- Is a continuation of an existing grant, was funded within the past five years or previously submitted and denied for funding and why.

Following this in-depth evaluation, the Review Team collectively prioritizes the applications and presents their assessment to the Branch Chiefs. The final meeting to determine funding approval involves the Review Team, the Branch Chief, the Deputy Director, and Director. The OTS then forwards its application funding recommendations to the California State Transportation Agency (CalSTA) for approval. All approved applications are included in the AGA, which is submitted on or before August 1 to NHTSA for review and approval.

Risk Assessment

The OTS is required by NHTSA, prior to making an award, to evaluate and document the risk for each entity selected for federal grant funding. The OTS will assess the applicant's risk of noncompliance with federal statutes ([Single Audit Compliance](#) & [Federal Debarment](#)), regulations and the terms and conditions of the grant as well as the applicant's financial stability, quality of management systems, history of past performance, and prior audit findings, if applicable. If the applicant does pose a risk, but the proposal has merit, the OTS may as a condition of awarding grant funds, conduct a pre-funding assessment meeting with the agency's authorities, and/or impose specific terms or conditions. This information will be used to determine the appropriate level of monitoring if a grant is awarded.

GRANT AGREEMENT & PRE-OPERATIONS MEETING

Following CalSTA review and approval of the OTS' 3HSP and funding recommendations, the OTS will notify the government or public entity via GEMS email of the status of their application. Successful applications are converted by the OTS in GEMS to a draft grant agreement and assigned a grant number.

Draft Grant Agreement

The OTS works with the subrecipient to prepare the draft grant agreement using information included in the original grant application as well as any changes to the budget and/or strategies discussed. The draft grant agreement consists of the following documents:

- *Traffic Safety Grant Agreement, Page 1 and Page 2* summarizes the terms of the contract between the subrecipient and the OTS. The page includes the grant number, grant title; name of the applicant agency; agency unit handling the grant; grant period and description; the amount of federal funds allocated; approval signatures of the Authorizing Official, Grant Director, and the Fiscal Official of the applicant agency; the authorizing official and Accounting Officer contact from the OTS; the agency's SAM number; the budget funding data; NHTSA transparency reporting requirements; and the OTS fiscal approval signature.
- The *Grant Description Schedule A* outlines the grant's purpose (supported by data), activities (i.e., strategies, tasks, reporting, evaluation method) and performance measures (goals and objectives), along with an administrative support statement from the appropriate governing body or official (i.e., city council, board of supervisors, county executive, city manager). All this information is taken directly from the original grant application and agency support letters.
- *Detailed Budget Estimate, Schedule B*, covers the entire one-year grant period (two years on an exception basis) beginning October 1 and ending September 30. Federal funding source information is provided to assist the agency with [single audit](#) compliance. Costs are divided into six categories which the government or public entity completed as applicable to its grant. (For more information on allowable costs, refer to [Direct Allowable Costs](#) in the Subrecipient Responsibilities & Procedures section of this manual.):
 - Personnel Costs – Includes all classifications applicable to the grant, the hourly rate (based on the method of compensation for that classification) and percentage applicable to

- the grant. Overtime salaries must be broken out separately from regular pay. Reasonable cost of living increases, or merit increases are estimated and included. Benefits are included under personnel costs. Estimated costs for this category should be provided by the agencies financial official.
- Travel Expense – Includes the estimated cost of grant-related travel expenses (transportation and per diem) segregated by in-state and out-of-state travel, using the subrecipient's established reimbursement rates. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources (CalHR). For rates consult the [CalHR website](#).
 - Contractual Services – Describes the estimated cost of services to be provided for each contract awarded on the grant using descriptive titles (i.e., "CPS Training," "Evaluation Services," "Public Awareness Campaign") rather than a firm, agency, or individual names. Each contract must have its own sub-budget detailing the contractors' expenses. For each contract, the agency is required to follow its established contracting policies. Approval of the grant agreement does not imply agreement for a "sole source" contract.
 - Equipment – Includes the estimated cost of each equipment item that costs \$5,000 per unit or more and has a useful life of more than one year. The total cost of equipment (without discounts) includes modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for grant purposes as well as tax, shipping and installation.
 - Other Direct Costs – Details the estimated cost of any other allowable direct grant expenses not covered under the previous categories including services not requiring contractual agreements and minor equipment such as office supplies, printing, educational materials, radar devices, child safety seats, bike helmets, and checkpoint supplies that support the grant goals and objectives. The agency must follow its established procurement policies. (Note: If a line item cost in this category is based on an allocation, it must be identified in the line item title as "Allocated Office Supplies" or "Communication Allocation." Cost allocation plans may be requested to determine if costs are equitably distributed to the grant.)
 - Indirect Cost – Details costs incurred for common or joint purposes (i.e., phone, supplies, administrative salaries) that are not a direct grant

- cost. An indirect cost benefits more than one cost objective and should be prorated equitably among all applicable functional areas. For more information on indirect costs, refer to [Allowable Indirect Costs](#) in the Subrecipient Responsibilities & Procedures section of this manual.) Estimated costs for this category should be provided by the agencies fiscal official and supported by a current FFY Indirect Cost Rate approval letter from a federal agency.
- *Budget Narrative, Schedule B-1*, which provides line item descriptions, in the same order as the costs detailed in the budget estimate (Schedule B), and their relationship to the grant. The narrative addresses the following:
 - Personnel Costs – Explains grant-related activities and/or responsibilities for personnel and provides itemized employee rates and benefits. (Since actual benefit costs differ for straight time and overtime hours, both rates are identified and itemized in their own benefit line.)
 - Federal guidelines prohibit using Federal grant funds to pay for routine and/or existing state or local activities that carry out the overall responsibilities of state, local, or federally recognized Indian tribal governments. This practice is known as [General Costs of Government](#). If a grant includes funding for straight time personnel, the OTS requires that the subrecipient include the following statement:
 - “Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.”
 - Travel Expenses – Details the travel necessary to complete grant objectives including conferences, seminars, training and/or out-of-state trips and corresponding costs using the subrecipient’s established travel policies and reimbursement rates. If no policy exists, it is noted in the narrative. If the subrecipient does not have a travel policy with established reimbursement rates, standard reimbursement rates apply per the California Department of Human Resources. For rates consult the [CalHR website](#).
 - Contractual Services – Includes a brief description of the services provided by each contract identified in the budget estimate and how they relate to the grant objectives. Each contract must have its own sub-budget with detail. For more information on contractual services, refer to [Contractual Services](#) in the *Grant Requirement* section, and

[Financial Management](#) in *Subrecipient Responsibilities & Procedures*, and also Contractual within the same section.

- Equipment – Includes a brief description of the item(s) identified in the budget estimate, how it (they) will be used and if costs include any attachments, accessories, auxiliary apparatus, installation, or modification. Equipment brand names are not used.
- Other Direct Costs – Provides a brief description for each line item in the budget estimate by expense type, indicating how they support the grant goals and objectives. (For more information on [direct allowable costs](#), refer to the *Subrecipient Responsibilities & Procedures* section in this manual.)
- Indirect Cost – Provides a brief description of how costs will be calculated (i.e., salaries, salaries and benefits). (For more information on indirect cost, refer to *Direct & Allowable* in the *Subrecipient Responsibilities & Procedures* section in this manual.)
- *Certifications & Assurances*, which document the federal terms, assurances and certifications that apply to the agreement between the OTS and the subrecipient. These may be reviewed in [Appendix A](#) in this manual.

Final Grant Agreement

Once the draft grant agreement is approved in GEMS, it is converted into a final grant agreement. The assigned OTS Program Coordinator e-mails a copy to the Primary Contact and Authorizing Official listed on the agreement with completion instructions. The official will also receive a GEMS User Authority form (see [Authorizing Officials](#) in the *Subrecipient Responsibilities* section) to designate individuals who can represent the agency for grant activities. The Authorizing Official, Grant Director, and the Fiscal Official will electronically sign the grant and the designation form. If the agreement requires governing body approval, the agency should notify the OTS of the timetable for that process.

Once the agreement is returned to the OTS, the agreement is signed by the appropriate OTS authority. The agency will then receive notification that the grant is active and can be viewed and downloaded from GEMS.

The signatures of the authorized representatives indicate that the subrecipient agrees to comply with the requirements outlined in the grant agreement. The subrecipient may not proceed with any expenditure associated with the grant

until the authorizing Official receives notification from the OTS and it is on or after the effective grant start date.

Pre-Operational Review

The OTS conducts a pre-operational review with all subrecipients within the first 90 days (between October and December) after the grant period begins. The review is conducted either by phone, virtually, or in-person with the OTS Program Coordinator at a mutually agreed upon time and location. Since the purpose of the meeting is to review in detail the grant operational and fiscal requirements outlined in the OTS Grant Agreement, the individual(s) responsible for administering the grant should attend the meeting. The Authorizing Official, Fiscal Official, and Grant director are strongly encouraged to participate in the pre-operational review, if available. The OTS Program Coordinator will review the grant goals and objectives along with base year data; equipment report, if applicable; the grant claim invoice and detail; and quarterly performance report. After the meeting, the Pre-Operational Review, which lists all who were in attendance, what was discussed and any other pertinent information, is completed by the OTS Program Coordinator in GEMS.

GRANT REQUIREMENTS

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all **grant requirements** and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. The OTS does not represent or guarantee the availability of federal highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, the OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, the OTS reimburses the subrecipient for actual expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

Federal & State Regulations Governing the OTS Grants

The Office of Management and Budget (OMB) [2 CFR Part 200, Uniform Guidance for Federal Awards](#), is the federal administrative regulation under which the OTS grants operate. Agencies receiving highway safety funds must adhere to these requirements. The OTS is as restrictive as the requirements of

2CFR Part 200 and 2 [CFR Part 1201](#) (implementing regulations). However, in some cases, the OTS may be more restrictive to allow time for the submission of reports to NHTSA which include subrecipient information. (Refer to [Appendix B, General Terms and Conditions](#) in this manual.)

The expenses and costs eligible for reimbursement under the highway safety program are those stipulated in the approved grant budget. To be allowable, costs must be necessary, reasonable, allocable, and expended according to the appropriate federal and state statutes or grant regulations outlined in [2 CFR Part 200.416](#) and [Appendix VII](#) (for state, local or tribal government), [2 CFR Parts 200.418 and 200.419](#) and [2 CFR Part 200 Appendix III](#) (for educational institutions) and [2 CFR 414](#), and [Appendix IV](#) (for private non-profit organizations other than higher education institutions or hospitals). When evaluating reasonable cost, subrecipients should consider the following:

- Is the cost generally recognized as ordinary and necessary for the performance of a government or public entity?
- Does the cost exceed the market price for comparable goods or services?
- Was restraint used and requirements followed (i.e., sound business practices, arm's length bargaining)?
- Did the person act prudently and responsibly in expending public funds?
- Did the subrecipient adhere to established procurement practices thereby ensuring the cost to the OTS is justifiable?

All procurement and contractual transactions must be conducted in a full, open and competitive manner consistent with the standards of [2 CFR Part 200.318](#). Sole source procurement or contracting is discouraged, because it is inconsistent with a policy of full and open competition. Grant management rules require the OTS to monitor subrecipients to ensure compliance with applicable federal requirements and cost principles. (For more information, refer to the Monitoring section in this manual and *Audit* information provided below.)

Audits

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations and administrative requirements. All grants awarded by the OTS are federally funded by the U.S. Department of Transportation/NHTSA and recorded in the catalog of Federal Domestic Assistance (CFDA). If a subrecipient or its parent agency expends over \$750,000 in federal funds from any source, a single audit procedure is required by the Single Audit Act for State and Local Agencies, 1996

Amendments, [Public Law 104-156](#). Current code [2 CFR Subpart F - Audit, Part 200.501](#) describes the audit requirements. All agencies meeting this threshold, must submit a copy of their completed audit to the [California State Controller's Office](#).

State highway safety offices are required to review the Federal Agency Clearinghouse for existing audits submitted by entities meeting the \$750,000 threshold. Annually in July, all proposed and current subrecipients that have not met the federal single audit requirement receive a letter from the OTS requesting resolution. If a subrecipient is unable or unwilling to have an audit conducted in accordance with [2 CFR Subpart F - Audit, Part 200.501](#), the OTS may administer the following sanctions: withhold a percentage of the grant award, withhold or disallow overhead cost, suspend the grant until the audit is conducted or an exemption certification is submitted, or terminate the grant.

In addition to the federal single audit requirement, the California Department of Finance Office of State Audits and Evaluations (OSAE) conducts financial and compliance audits and monitoring activities on behalf of the OTS in accordance with government audit standards. These audits are performed to aid the OTS in complying with federal audit requirements and grant fund oversight. (For more information, refer to the [Monitoring](#) section in this manual)

Federal Funding Accountability & Transparency Act

Passed by Congress in 2006, the Federal Funding Accountability and Transparency Act (FFATA) requires the OTS to report each action (sub-award and executive compensation) that obligates \$25,000 or more in federal funds during the grant year. The subrecipient is exempt from this requirement if, during the previous year, its gross income from all sources was less than \$300,000.

Procurement Standards (Competitive & Sole Source)

A subrecipient of federal grant funds awarded by the OTS must follow the same policies and procedures it uses for procuring goods and services with non-federal funds provided they conform to applicable state laws as well as federal laws and standards outlined in [2 CFR Part 200.318](#). A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OTS. State government agencies must comply with contract and procurement policies and procedures set forth in the [California State Administrative Manual](#) and the [California State Contracting Manual](#). Three competitive bids should be secured for each purchase or service.

Purchases or contracts awarded by a non-competitive process or sole source are allowed only when small purchase procedures, sealed bids or competitive proposals are unfeasible, and the following applies:

- Goods or services are only available from a single source.
- Public need or emergency will not permit a delay resulting from a competitive solicitation.
- Competition is determined to be inadequate after soliciting a number of sources.

Sole source approvals must be granted in accordance with the subrecipient's procurement and contracting directives addressing non-competitive procurement and contracting. All exceptions must follow state guidelines.

Buy America Act - 23 USC 313

Prohibits states and their subrecipients from using highway grant funds to purchase products over \$5,000.00, unless they are manufactured or assembled in the U.S. This prohibition applies to steel, iron and all manufactured products, unless a waiver is granted by the U.S. Secretary of Transportation. There is no minimum purchase threshold that exempts the need for a waiver under the Buy America Act.

The Buy America Act is also contained within [Appendix A](#) - Certifications and Assurances for Highway Safety Grants, which become a part of a signed grant agreement.

Contractual Services

Subrecipients may use consultants and contractors, secured through a competitive bid or proposal as previously described in the [Procurement Standards](#) in this manual, to achieve the goals and objectives outlined in a federal funded highway safety grant. However, the subrecipient should not enter into a contract until the grant agreement is signed and authorized by the OTS, and effective after the grant start date. The subrecipient is responsible for verifying contractor eligibility by checking the [System for Awards Management website](#) or adding a self-certification clause or condition to the contract (see [Certification Regarding Debarment and Suspension](#) included in Appendix A of this manual).

The subrecipient is responsible for managing all contracts issued using the OTS grant funds including:

- Ensuring the contractor complies with all contract provisions.

- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms.
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice.
- Ensuring that all Personnel Activity Reporting (PAR) requirements are met. (For more information, refer to *Personnel Source Documentation* in the [Direct Allowable Cost & Source Documents](#) section in this manual.)

Nothing contained in the grant agreement creates a contractual relationship between the OTS or the State of California and the contractor. The subrecipient is responsible for monitoring the activities of the contractor to ensure it is achieving the desired results as outlined in the contract and grant agreement, and that federal grant funds are used for purposes authorized in the grant agreement and in compliance with federal and state statutes and regulations. The subrecipient, not the OTS or the State, is responsible for paying its contractors.

The subrecipient is the responsible party and remains liable for the performance of the terms, conditions, assurances, and certifications of the grant agreement that specifically relate to the contractor. The subrecipient is as fully responsible to the OTS and the State for the acts and omissions of its contractors and the contractor's employees as it is for its own employees. In the event of a contractual and/or administrative issue arising out of a contract entered into in support of the grant agreement, the subrecipient, not the OTS or the State of California, is responsible for resolving all disputes, claims or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct on the part of the contractor.

Non-Profits

Contractual agreements with 501(c)(3) non-profit organizations ("contractors") registered with the California Secretary of State are allowable and must be on a cost reimbursement basis and include detailed budgets with budget narratives descriptive enough to limit misinterpretation of allowable cost items. If the value of the contract is more than \$150,000, the host agency is responsible for conducting pre-award reviews, as necessary, to determine if the non-profit can perform in accordance with the terms, conditions and specifications in the contract and all applicable state and federal requirements. The review should determine:

- the propriety of the amounts in the cost proposal;
- the ability of the contractor's accounting system to accumulate and segregate reasonable, allocable and allowable costs for charges related to the contract; and
- that the agreement complies with all applicable state and federal procurement criteria.

The pre-award audit may be waived if the non-profit has a successful history with the host agency.

Traffic Enforcement Agencies

A subrecipient's traffic enforcement personnel and any equipment funded under a grant agreement must be solely dedicated to grant supported enforcement tasks unless a crime is committed in the officer's presence, the officer is responding to a distress call, or all available enforcement personnel are responding to a riot. Nothing in the grant agreement (i.e., goals, objectives) should be interpreted as a formal or informal requirement that a police officer issue a specified or predetermined number of citations.

Institutions of Higher Education

Colleges and universities may enter into contracts to perform applicable provisions of a grant agreement. The terms and conditions of a grant agreement is detailed in [Appendix B](#).

Limitation of Liability

The subrecipient is responsible for the settlement of any and all claims and lawsuits arising from or incident to the OTS' non-payment of a subrecipient's claim. The subrecipient expressly acknowledges that their responsibility including the payment of all damages, expenses, penalties, fines, costs, charges, and attorney fees, if the claims and lawsuits are based upon the OTS'

nonpayment of claims. The subrecipient will defend any suits brought upon all such claims and lawsuits and pay all costs and expenses.

The agreement entered into with the OTS is subject to any applicable restrictions, limitations or conditions entered by the U.S. government subsequent to the execution of the grant agreement.

SUBRECIPIENT RESPONSIBILITIES & PROCEDURES

When a government or public entity accepts federal highway safety funds, it agrees to fully comply with all requirements in this manual and any periodic changes that may be made during the grant period. The government or public entity designated Subrecipient Authorizing Official will be notified in writing of any changes via email and/or mail.

It is critical that the agency officials carefully review the federal regulations outlined in [2 CFR Part 200](#) and [1201](#) and the certifications and assurances included in the grant agreement and in [Appendix A](#) and B in this manual. The Governor is the responsible official for the administration of California's highway safety program through the OTS (which has adequate powers and is equipped and organized to carry out the program) and must assure compliance with applicable statutes and regulations. By accepting federal highway safety funds, the government or public entity or subrecipient is also bound by these certifications and assurances.

Authorizing Official

The Authorizing Official has contract binding authority. Once the grant agreement is finalized by the OTS, the Authorizing Official will receive from GEMS an alternate signature/GEMS user authority email. The attached GEMS User Authority form (OTS-55) allows the official to delegate up to five (5) authorized users. The form is submitted to OTS via email. Retain the original form in the agencies official grant file. All individuals listed on this form and will be able to log in to GEMS for all matters relating to the OTS grant, including, but not limited to, completing and submitting Quarterly Performance Reports (QPRs) and reimbursement claims.

Grant Director

The Grant Director (i.e., police chief, police sergeant, traffic engineer) is responsible for establishing operating procedures and controls that ensure adequate administration of the grant in accordance with the terms of the agreement as well as all applicable statutes and regulations. He/she is responsible for meeting work schedules, maintaining costs within the approved

budget(s), compiling sufficient documentation to validate grant progress and fund expenditures, submitting timely and complete grant reports, and the grant evaluation. The Grant Director must be available for periodic operational reviews with the OTS Program Coordinator.

Fiscal or Accounting Official

In addition to the Grant Director, the subrecipient must also identify the Fiscal or Accounting Official who is responsible for ensuring that budgeted costs comply with the agency's standard policies and procedures and that the agency's accounting system conforms to generally accepted accounting principles. The Fiscal Official should also carefully review the federal regulations outlined in [2 CFR Part 200](#) and [2 CFR Part 1201](#) and the certifications and assurances included in the grant agreement and in [Appendix A and B](#) in this manual.

Change Authorized Officials or Delegation

Contact the OTS for changes to the Agency officials listed on Page 1 of the grant agreement, submit an email detailing the change. The OTS will provide further instruction by email. Resubmit the OTS-55, should changes occur to those listed on that document.

Financial Management

The subrecipient must have adequate and appropriate internal controls in place for every OTS grant that assures awards are managed in compliance with state and federal statutes and regulations. These controls should ensure that all cash, real and personal property, and other assets are safe guarded and used solely for purposes authorized in the grant agreement.

A separate account or fund must be established for each highway safety grant and all grant costs should be separately and accurately recorded. Additionally, the Fiscal Official should ensure that all claims for reimbursement are limited to those specifically authorized in the grant agreement and that they are prepared using grant accounting records or a process that reconciles claims at least quarterly with the grant records.

While the OTS establishes an electronic copy file for each grant, it is strongly recommended that copies of all financial records pertaining to a grant be stored in a grant file (hard copy, electronic, or both) maintained by the subrecipient's Fiscal Official or Authorizing Official. This will make it easier to submit claims, complete status reports, respond to questions, and reference documents. The file should include information pertaining to grant awards, authorization, financial obligations, unobligated balances, assets, expenditures, and, if applicable, income (contact OTS for additional reporting requirements).

It should also include a copy of the subrecipient's internal purchasing policies and procedures. At a minimum, the policies must meet state requirements; they may not be less stringent. If no written policies exist, the subrecipient is subject to the state's purchasing guidelines.

Subrecipients must maintain records that sufficiently detail the procurement history for all purchases. At minimum, these records should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price. For sole source procurements, the records must at minimum include justification of why the purchase/service cannot logically and reasonably be made through a competitive bidding process including the consequences if not approved, a list of the vendor's or contractor's unique qualifications, experience, etc., and a detailed cost analysis.

The subrecipient must retain all source documents and records in the file and make them available for federal and state audits for at least three years following the date of the final reimbursement of grant expenditures or final disposition of equipment purchased with grant funds, whichever is later. Records must be retained beyond this time period if there are unresolved audit findings. (For more information, refer to Audit section and the [Monitoring](#) section of this manual.)

Fraud Prevention

A subrecipient must have strong training programs in place that address policies, procedures and controls, with a particular emphasis on fraud prevention. Effectively supervising and monitoring employees working on the grant is critical. Examples of fraud include but are not limited to: falsified time sheets, grant applications, quarterly performance and final reports, contracts, or competitive bids; expenditure reports that falsely indicate federal funds have been expended; reporting activities, citations or arrests that did not occur; embezzlement; bribery; extortion (acting under color of official right); obstruction of justice; and destruction of records.

If a subrecipient determines there is fraud, and/or a conflict of interest associated with a federal highway safety grant, this information must immediately be detailed in writing and forwarded to the OTS Program Coordinator. The OTS Program Coordinator will notify the OTS management, who in turn, is required to report any fraud or conflict of interest associated with a federal highway safety grant to NHTSA.

Safeguarding Personal Information

A subrecipient must take reasonable measures to safeguard protected personally identifiable information and other information NHTSA or the OTS designates as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under [2 CFR Part 200.303](#).

Direct Allowable Costs & Source Documents

The OTS uses the cost principles outlined in [2 CFR Part 200 Subpart E](#) and NHTSA policy and guidance to determine necessary, reasonable, allocable, and allowable costs consistent with policies, rules and regulations conforming to limitations or exclusion of cost. A subrecipient is required to adhere to these same requirements when administering grant funds. (For more information, refer to [Federal & State Regulations](#) in the Grants Requirement section in this manual).

A subrecipient is responsible for determining whether a cost for a specific service, function or item (i.e., supply, equipment) is a direct cost, direct allocation (costs such as depreciation, rental, facility operation and maintenance that are prorated and the benefit to the grant can be directly measured) or [allowable indirect cost](#) (costs incurred for common or joint purposes that are prorated to a grant based on the benefit received but are not readily associated with a specific grant). For federal highway safety funded grants provided by the OTS, direct costs are categorized in the grant agreement as personnel, travel, contractual services, equipment and other direct costs (i.e., office supplies, educational materials). For more information on allowable costs for federal grant funded programs, consult the NHTSA Highway Safety Grants Program [Resources Guide](#) website. Supplemental information and clarification regarding allowable and unallowable costs are published in the NHTSA memorandum titled "[Use of NHTSA Highway Safety Grant Funds for Certain Purchases](#)".

Adequate documentation is required for a cost to be eligible for reimbursement. The criteria for ensuring a subrecipient has adequate source documentation are provided under each direct cost category below:

Personnel

Personnel costs include only direct compensation of wages and fringe benefits of subrecipient employees hired expressly for the grant and for the time and effort spent on grant-related activities. Grant funds may be used for wages, special compensation, or other authorized absences such as annual and sick leave provided the cost for the employee is reasonable for

the services rendered, follows an appointment made in accordance with state or local laws and rules, and meets federal requirements.

Grant funds may also be used for employee fringe benefits for authorized absences such as annual leave and sick, as well as employer's contributions to social security, health insurance, workmen's compensation, and the like provided they are granted under approved plans and distributed equitably to the grant and all other activities. **Costs for authorized absences are only reimbursable up to the amount earned during the term of the grant.**

Source Documentation:

If an employee of a subrecipient or contractor (excluding an employee only receiving OTS funding for overtime) is receiving less than 100% of funding from the OTS for personnel services or is receiving 100% of funding from the OTS but the funding comes from more than one federally-funded grant, his/her time distribution to the federally funded grant must be supported by an after-the-fact [Personnel Activity Report \(PAR\)](#). This requirement also applies to employees of non-profits and institutions of higher education.

A PAR is an employee-maintained timesheet or log which accounts for 100% of the employee's time. It is used to identify effort spent on multiple programs/federal funds. A PAR must:

- reflect the employee's after-the-fact distribution of time by program/federal fund;
- account for the total activity by program/federal fund for which each employee is compensated whether grant-related or not;
- be prepared at least monthly and coincide with one or more pay periods; and
- be signed by the employee and his/her supervisor.

A digital signature and/or online PAR is acceptable provided the subrecipient or contractor can demonstrate and document that the actions detailed on the PAR were performed by the employee.

An employee of a subrecipient or contractor receiving 100% of funding from the OTS for personnel services is not required to complete an after-the-fact PAR. Instead, the subrecipient may choose to have the employee complete the [Employee Time Certification](#) form stating that the employee worked solely on the federally funded program for the period covered by the certification. This certification must be prepared at least semi-annually and signed by the employee and supervisory official who

has firsthand knowledge of the work performed by the employee. Both of these forms will be provided by the OTS Program Coordinator during the Pre-Operational Meeting.

Travel

Allowable travel expenses incurred by personnel identified in the grant budget include transportation, food and lodging that meet the subrecipient's documented travel policies. The travel should occur prior to the claim submission for reimbursement.

If the subrecipient's travel policy does not include maximum allowable lodging rates, these costs may not exceed the state's lodging rate unless written justification is submitted and approved by the OTS. If the subrecipient does not have documented travel policies, the [State Travel Policies](#) apply.

Out-of-state travel expenses require written approval from the OTS prior to incurring costs unless identified in the Budget (Schedule B) and the Budget Narrative (Schedule B-1) of the grant agreement.

Expenses associated with attending meetings and conferences, where the primary purpose is the dissemination of technical information, are allowable. These include transportation, registration fees, and other incidental costs.

Source Documentation:

- Travel expenses must be supported by properly prepared employee expense reimbursement claims, including required receipts per the documented travel policy. For audit purposes, all receipts must be retained for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.
- Conference or seminar expenses must be supported by an event agenda.
- For meetings or conferences, documentation must indicate that the primary purpose was for dissemination of technical information.
- For costs associated with the use of agency-owned vehicles, documentation must indicate who used the vehicle, when, for what purpose, and number of miles driven. Documentation must also explain how the mileage or other billing rate(s) was developed if the state rate is not used.

Contractual Services

This applies to any professional services and associated costs necessary to complete the grant objectives, not available through the subrecipient, requiring contractual agreements that are entered into in accordance with the subrecipient's normal procedures.

Source Documentation:

- Services provided by an individual, organization, firm, or agency must be supported by a properly executed contract or interagency agreement.
- Payments must be supported by itemized invoices and made in accordance with the terms of the agreement.
- The subrecipient must maintain records that sufficiently document the procurement process associated with the contract.

Equipment

Equipment is any non-expendable, tangible personal property costing \$5,000 or more with a useful life of at least one year that is required to carry out grant activities (i.e., motorcycles, radar trailers, some extrication equipment). The total cost includes modifications, attachments, accessories, or auxiliary apparatus needed to make it usable for grant purposes as well as tax, shipping and installation (excluding any discounts).

All equipment purchased using federal highway safety funds require written approval from NHTSA, which is handled by the OTS during the grant application process. Equipment purchased with grant funds must be used for traffic safety purposes only. Non-authorized use of equipment is grounds for refunding a portion of the equipment value to the OTS. All equipment purchased with grant funds must comply with the [Buy America Act](#), in this manual. Additional guidance is available from the OTS Program Coordinator.

The subrecipient must have procedures in place for managing equipment (including replacement equipment) purchased in whole or in part using the OTS funds that at minimum include:

- Adequate controls for safeguarding against loss, damage or theft;
- Provisions for replacement due to circumstances other than normal wear and tear;
- Maintenance procedures to ensure good working condition; and
- Complete records (detailed below).

For information on equipment monitoring, refer to the [Monitoring Section](#) in this manual. Equipment disposition is discussed in the [Grant Close Out](#) section of this manual.

Source Documentation:

Equipment must be reported to the OTS using the Equipment Reporting Form. The form is generated in GEMS at the time the subrecipient requests reimbursement for the purchase on a claim. The OTS uses this form for monitoring purposes, but it should not be used by the subrecipient as a substitute for appropriate equipment control records which should include the following information:

- Description of the item with serial or identification numbers;
- Federal funding source (FAIN number);
- Acquisition date and total cost including federal share;
- Source and title holder;
- Location, condition; and
- Disposition data including date of disposal and sale price.

Other Direct Costs

This includes any other **supplies** or **services** (i.e., educational materials, DUI checkpoint supplies, child safety seats) of a non-contractual nature with an acquisition cost of less than \$5,000 purchased using highway safety funds. These purchases do not require NHTSA pre-approval. However, these items or services must be used in support of the grant. Non-authorized use of supplies or services is grounds for refunding a portion of the value to the OTS.

The cost of the item or service, which would not otherwise be allowable using the subrecipient's general funds, may not be purchased with federal grant funds. Additionally, if joint costs are prorated as direct costs to the grant, the allocation method must be reviewed by the OTS to determine reimbursement eligibility.

Grant funds may be used for the **development of new training curricula and/or materials** that do not duplicate materials already developed for similar purposes by U.S. DOT, NHTSA, the Federal Highway Administration or the State of California.

The subrecipient should contact their OTS Program Coordinator for guidance on allowable supplies and services and refer to the [Public Information & Education Section](#) of this manual for information concerning the inclusion of logos on materials. All items purchased with grant funds, over \$5,000, must comply with the [Buy America Act](#).

Source Documentation:

All other direct costs must be supported by purchase orders or other original procurement documents signed by the appropriate authority. The subrecipient should also have itemized invoices or properly signed and dated delivery and/or packing slips. Rental or lease costs must be supported by detailed agreements.

Allowable Indirect Costs

Allowable indirect cost rates are reimbursed as defined in [2 CFR Appendix E Part 414](#). Indirect costs are those costs incurred for common or joint purposes (i.e. telephone, administrative services, depreciation, facility and equipment maintenance) and not assigned to a highway safety grant as a direct cost. Indirect costs benefit more than one cost objective and should be prorated equitably among all applicable functional areas (OTS grant and non-grant related).

A non-profit that does not have an approved indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs. Guidance on establishing an indirect cost rate as well as regulations for negotiating and approving this rate is outlined in [Appendix IV of 2 CFR Part 200](#), Indirect Costs Identification and Assignment and Rate Determination for Non-Profit Organizations.

A subrecipient that does not already have an approved federally-recognized indirect cost rate negotiated with the federal government must negotiate a rate with the OTS as outlined in [2 CFR 200.331\(a\)\(4\)](#). Once the indirect rate is negotiated, it must be accepted by all federal agencies (i.e., NHTSA, FHWA) as outlined in [2 CFR 200.414\(c\)\(1\)](#).

Source documentation (i.e., a subrecipient's federally approved indirect cost rate letter) must be available to support an indirect cost rate authorized by the federal government. If the subrecipient's indirect cost rate is amended or changed during the term of the grant, the new indirect cost rate plan and approval letter must be submitted to the OTS.

Unallowable Costs for Selected Items

The following is a list of selected costs that are ineligible for reimbursement under the Highway Traffic Safety Program. A subrecipient should contact the OTS Program Coordinator for guidance regarding the other costs not discussed previously or below in this manual.

Construction & Facilities

- Highway construction, maintenance and/or design
- Construction or reconstruction of permanent facilities such as paving, driving ranges, towers, and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers such as guardrails, regulatory and warning signs and supports, field reference markers, luminaire supports, and utility poles
- Construction, rehabilitation or remodeling of any building or structure
- Cost of land
- Purchase of office furnishings and fixtures such as but not limited to: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies/hardware, fixed lighting, lamp

Equipment

- Traffic signal preemption systems
- Automated Traffic Enforcement Systems

Training

- Cost of the individual's replacement hourly rate while attending training, unless the personnel position is already grant supported

Program Administration

- General Costs of Government, which includes the use of funds for routine and/or existing governmental activities that constitute general expenses required to carry out overall responsibilities of a government entity
- Promotional items (i.e., key chains, pencils, mugs)
- Entertainment costs including amusement and social activities and any costs directly associated with the purchase of tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities
- Alcoholic beverages for any consumption purposes including controlled training settings for law enforcement training
- Contributions and donations, including cash, property and services to others regardless of the recipient

- Cost of fundraising, including financial campaigns, solicitation of gifts and similar expenses incurred to raise capital or obtain contributions
- Contingency provisions for contributions to a contingency reserve or similar provision for unforeseen events excluding self-insurance reserves
- Fines, penalties, damages, and other settlements resulting from violations or non-compliance
- Costs of commercial insurance that protects contractor for correction of defects in materials or workmanship
- Costs not recovered under one grant agreement are unallowable under other grant agreements
- General liability insurance

Grant Revisions

A subrecipient may request a revision to the grant agreement that is necessary to enhance the operational efficiency of the highway safety grant. This includes any changes that may affect the overall budget or a specific budget line (including moving funds between line items and/or cost categories), a sub-budget or contractual services, as well as the addition of travel (in and out-of-state), and/or a significant change in goals, objectives and/or procedures that affect the grant scope or end date.

The Authorizing Official, Fiscal Official, or Grant Director must submit to the OTS Program Coordinator a detailed explanation and justification for a grant revision. In advance of sending written notification, the subrecipient is encouraged to contact the OTS Program Coordinator to discuss any proposed grant revision.

Once a revision request is received, the OTS carefully reviews it taking into consideration the subrecipient's current and past grant performance, timeliness and quality of claims and quarterly performance reports, the circumstances and justification for the change, and availability of grant funds. The subrecipient should allow sufficient time for the review process (which may also require NHTSA approval), keeping in mind that no grant funds may be expended until written notification of the status of the request (approval or denial) is provided by the OTS. Failure to comply could jeopardize claim reimbursement.

GRANT PROGRAM MANUAL

CLAIMS PREPARATION & REIMBURSEMENT

Claim Preparation

To request reimbursement of an approved grant expenditure, the subrecipient must complete a Grant Claim Invoice in GEMS and Contractual Services Summary Sheet, if applicable. These forms must be input into GEMS no later than 30 days following the end of the calendar quarter as follows:

<u>Quarter</u>	<u>Time Period</u>	<u>Due Date</u>
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

An invoice showing “zero net” must be submitted even if no expenses were incurred during that quarter. Failure to submit quarterly grant claim invoices by these due dates may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide Quarterly Performance Reports for two or more quarters. (For more information, refer to the Grant Reports section, Quarterly Performance Reports in this manual.)

The grant claim invoice should be prepared using the subrecipient's accounting records and include costs incurred during that time period. Enter the exact cost, do not round off numbers. To ensure proper accounting of reimbursements, grant claim invoices submitted to the OTS should be recorded as a receivable in the subrecipient's accounting system.

Subrecipients access Claims from the Grant Agreement list view on their GEMS home page. The form is pre-populated with the grant budget items against which claims for reimbursement can be made. The form also indicates budget remaining for each item based on prior claims that have been reviewed and approved.

Personnel Costs, enter the claimed hourly rate and/or overtime costs, if applicable. Source documentation is maintained by the subrecipient in the event of an audit and/or the Grant Performance Review (For more information, refer to Grant Performance Review in the Monitoring Section of this manual.)

Fringe Benefits, enter the pertinent information for authorized absences such as annual leave and sick leave, as well as employer's contributions to social

security, health insurance, workmen's compensation, and the like provided they are granted under approved plans, and are distributed equitably to the grant and all other activities.

Travel Costs, enter the pertinent travel information and claimed costs, if applicable in accordance with the Subrecipient Responsibilities section, [Travel](#). Upload source documentation organized by in-state and out-of-state travel for each individual(s) trip or training. For each individual trip or training, group all source documents together and clearly label each with the traveler's name and approved trip or training identified in the Budget of the agreement.

Contractual Services, enter the claimed contractual services amount by line item in the GEMS Grant Claim Invoice Screen including entry into sub-budgets if applicable. Upload all source documents for each contractor, group all source documents together and clearly label each with the line item identification and/or contractor's name.

Equipment, enter the claimed amount, if applicable. GEMS will require completion of the Equipment Report as part of the claim. GEMS automatically creates the first Recertification record with a Recertification due date that is 2 years from the date of original claim.

Assemble and upload applicable invoice(s). If sales tax is not included on the invoice, provide a statement that includes the following: "Charge is for California Sales Tax that will be paid to the California Department of Tax and Fee Administration (CDTFA)," amount of sales tax for each item, and date tax is paid to BOE. For each line item, assemble all source documents together and clearly label each with the line item name.

Other Direct Costs, enter the claimed line item amount, if applicable and upload invoices or receipts. For each line item, assemble all source documents together and clearly label each with the name of the line item.

Indirect Costs, the approved rate is already entered in the agency information tab and will automatically calculate, if applicable. No source documents are required; however, the subrecipient should have its indirect cost allocation approval letter on file.

The authorized user or subrecipient must verify that costs claimed are allowable and authorized, do not exceed budgeted line items, and posted to the correct cost categories and line items. They should also check that all source documents are provided.

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If a claim is submitted with undecipherable or missing source documents, the subrecipient will be notified and instructed to submit the missing information or re-submit the documents in question within three business days. If documents are not received by this deadline, the costs in question will be removed from the claim.

GRANT REPORTS

Quarterly Performance Report (QPR)

Subrecipients must submit Quarterly Performance Reports (QPR) through GEMS. The QPR details grant activities conducted during each quarter to accomplish grant objectives. It is the main source of information used by the OTS to determine grant success and commitment as well as any difficulties the subrecipient may be experiencing. The information and data provided in the QPR is incorporated into the *Annual Performance Report* that the OTS submits to NHTSA and the State Legislature. The quarterly data is pulled from the subrecipient's crash records.

The QPR must be input into GEMS no later than 30 days following the end of the quarter on the following dates:

<u>Quarter</u>	<u>Time Period</u>	<u>Due Date</u>
First	October thru December	January 30
Second	January thru March	April 30
Third	April thru June	July 30
Fourth	July thru September	October 30

QPR due dates are the same regardless of when a grant starts within a quarter (i.e., grant start date is December 1 and first quarter QPR is due January 30). Failure to submit QPRs on time may result in suspension of the grant, loss of grant funding and/or a denial of future grant funding. Additionally, invoices will not be processed for subrecipients that fail to provide QPRs for two or more quarters.

The OTS Program Coordinator will provide the QPR reporting guidelines at the pre-operational review meeting. The QPR is prepopulated based on the grant agreement, it's completed in GEMS, and contains the following:

- An **overview**, that includes a brief list of all activities (including significant media) and procurement conducted in support of the grant during the quarter as well as the status of grant funded personnel and contracts, any challenges, and accomplishments.

- An **equipment overview** for any equipment (costing \$5,000 or more) being purchased during the grant period noting steps taken to accomplish the purchase and/or if it is still required (i.e., bid, purchase order or requisition, delivery, invoice received and/or paid) or a justification or reason if the purchase was delayed.
- A **summary of completed grant objectives** including an explanation of what was not accomplished and/or plans for upcoming activities.
- If applicable **updated objective data points** for the quarter.
- **Documents** illustrating what was done during the quarter such as the OTS-approved press releases, news clips, photos, and/or other materials. Include a list of these documents.

Supporting information may be uploaded into GEMS.

The fourth quarter QPR should include a final evaluation that briefly summarizes significant total grant accomplishments and challenges (highlight significant items from the objective data points), the number and type(s) of activities completed, type(s) of training conducted or received, and grant-funded purchases. Complete all final goals, objectives, data points and indicate whether they were achieved and provide an explanation if not completed.

Grant Close Out

Approximately 30 days prior to the grant end date, the OTS sends a reminder e-mail to the Primary Contact and Authorizing Official that serves as a reminder of the grant end date and includes information to assist the subrecipient prepare the final QPR, evaluation, and claim. The final QPR, including the completed evaluation section, and reimbursement claim for costs incurred up through the grant end date, must be sent to the OTS for receipt no later than 30 days following the grant end date.

Equipment Disposal

At the end of or anytime during the grant, **prior to disposal**, a subrecipient must notify the OTS of any **disposition of grant equipment**, unless the value has been certified to be under \$5,000 and at the end of its useful life. The subrecipient must submit a letter or email requesting the OTS approval to sell, transfer or dispose of grant equipment. The OTS will forward the request to NHTSA for final approval and notify the subrecipient of the outcome. All proceeds from the sales of the asset, regardless of the amount, must be used for the objective of the original grant agreement.

MONITORING

Federal and state [grant management rules](#) require that the OTS staff maintain regular contact via telephone/virtual calls, email/written correspondence and on-site visits with subrecipients throughout the course of the grant period to ensure compliance with federal and state statutes, regulations and procedures. Grants administered by the OTS are subject to monitoring based on a number of criteria including dollar amount of the award, the capabilities and experience of the subrecipient's personnel, complexity of the grant, contractual services with or without a non-profit agency, risk assessment, new subrecipient, indications of problems, previous GPR or audit findings, and/or change in grant direction. This monitoring includes not only the review and approval of claims, QPRs and other documents submitted by the subrecipient, but also ongoing outreach through desk monitoring and/or on-site visits.

The intent of this outreach is to develop a relationship with the subrecipient, address grant management-related questions, provide technical assistance, and identify and help address problems and/or concerns. Any documentation generated as a result of this contact is placed in the subrecipient's grant file.

Grant Performance Review

The Grant Performance Review (GPR) is designed to be instructive, not disruptive, and to foster information exchange and partnership. The OTS Program Coordinators conduct a GPR after receipt of at least the first Quarterly Performance Report and a claim with expenditures.

The OTS may schedule a telephone, virtual, or onsite review at an agreed upon time with the subrecipient in advance, and the OTS Program Coordinator will provide information to the subrecipient to help the staff prepare for the review. During the review, goals, objectives and tasks are reviewed to determine if the project is being implemented as outlined in the approved grant application. This review is also used to determine if the subrecipient is satisfying and adhering to grant agreement terms and conditions. The financial review includes an examination of the agency and grant-specific financial documents and issues related to the implementation and performance of the grant.

While conducting the GPR, the OTS Program Coordinator completes the GPR in GEMS noting any issues and the subrecipient's response. If, following the OTS review, there are fiscal follow-up action items, the subrecipient will be notified in writing and a corrective action plan will be requested. The OTS will track subrecipient's progress in implementing the plan and taking corrective action. In the event the issue(s) cannot be resolved, the OTS may request an audit be

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conducted by the California Department of Finance. (For more information, refer to [Audits](#) in the Grant Requirement section in this manual.)

If any disallowed costs are identified during the GPR, the OTS will reduce the subrecipient's next grant claim invoice by the amount of the disallowed cost prior to payment. If the grant is closed, the OTS will invoice the subrecipient for the amount of the disallowed cost.

Equipment

A subrecipient must submit an Equipment Recertification Report (OTS-25a) to the OTS every two years from the date of acquisition. This report includes the same information as the Equipment Report as described in the [Subrecipient Responsibilities, Equipment](#) section, but also includes a description of the method used for determining current fair market value, whether the [fair market value](#) is more or less than \$5,000, and that the equipment is being used for federally-sponsored activities. The report also certifies that the information provided is complete and accurate to the best of the subrecipient's knowledge, in compliance with [2 CFR Part 200.313](#) and [23 CFR 1200.31\(d\)](#), and that the OTS will be contacted immediately after discovery of any grant equipment loss.

Beginning with 2018 FFY grants, equipment purchases were documented in GEMS. The Equipment Recertification Report will also be completed in GEMS. A reminder letter or email will be sent through GEMS to the subrecipient to ensure compliance.

PUBLIC INFORMATION & EDUCATION

Public Education and Information (PE&I) falls into two categories:

Educational – materials that educates and informs an audience such as activity books, coloring books, brochures, and posters.

Promotional – material that promotes, supports or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. **The State of California and NHTSA does NOT allow grant funds to be used for this purpose.**

Subrecipients that use federal highway safety funds to produce educational material must receive approval from the OTS Public Information Officer (PIO) prior to production. Additionally, subrecipients that use non-federal highway safety funds to produce PI&E materials must receive written approval from the OTS Public Information Officer in order to use any OTS logo. Subrecipients should

allow sufficient time for approval; they should contact their OTS Program Coordinator for assistance.

Subrecipients should also advise vendors that all materials used in production of public outreach materials (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio) paid for with grant funds are the property of the subrecipient and the OTS. The OTS reserves the right to use materials developed by the subrecipient and/or contractor.

All educational materials produced using grant funds must include the OTS logo or the logo from another program unless otherwise determined by the OTS (i.e., *Click it or Ticket*), and the following message:

Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

Inclusion of the logo and/or funding line should not interfere with the primary traffic safety messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the OTS PIO.

All published research and reports developed with highway safety grant funds must include the following disclosure statement:

This report was prepared in cooperation with the California Office of Traffic Safety (OTS). The opinions, findings and conclusion expressed in this publication are those of the author(s) and not necessarily those of the OTS.

Advertising & Public Relations

All press releases discussing the kick-off of a grant and/or grant-funded activity must be approved by the OTS Public Information Officer prior to dissemination even if the subscriber uses a pre-approved [press release template\(s\)](#) available on the OTS website. Approval is also required for all original press releases and press releases developed using the OTS templates that the subrecipient has significantly modified. The subrecipient should email the draft press release to pio@ots.ca.gov at least seven days in advance of the announcement or event and copy the appropriate OTS Program Coordinator.

A subrecipient must coordinate media and kick-off events with their OTS Program Coordinator and notify OTS 21 days in advance of any traffic safety event considered highly publicized or anticipated media coverage.

Grant funds may be used to purchase paid advertising (i.e., television, radio, cinema, Internet, print, outdoor). However, special reporting documents are required, and costs must be displayed as a separate "paid media" line item in

the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captions. A subrecipient should contact their OTS Program Coordinator for more information on paid advertising.

Copyrights/Trademarks

The OTS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

WITHHOLDING, DISALLOWANCE, REDUCTION, TERMINATION AND/OR DENIAL OF GRANT FUNDS

The OTS Program Coordinator has the responsibility of recommending to the OTS Director the cancellation of any grant, which is not being implemented in accordance with applicable federal and state laws or the terms, certification and/or assurances in the signed grant agreement. Additionally, the OTS will withhold or disallow grant payments, reduce or terminate grant funds and/or deny future grant funding to any subrecipient that fails to comply with any term or condition of the grant agreement or program guidelines. This may include, but are not limited to, failure to submit acceptable and timely draft and final grant agreements, claims, quarterly reports and/or objective data points; and failure to comply with the [Single Audit Act](#) requirement.

Should the OTS deem it necessary to reduce or terminate grant funds, the Authorizing Official will first receive a letter citing unacceptable grant discrepancies, required corrective action and the penalty for not rectifying the discrepancies by the specified deadline. If corrective action is not taken by the deadline specified in the letter, the stated penalty will be imposed.

Payment for allowable costs up to the date of termination or reduction of grant funds will be subject to negotiation and availability of federal funds.

Termination Requested by the Subrecipient

Grant agreements may be rescinded upon written request by the subrecipient. The letter must be signed by one of the Authorizing Officials of the grant agreement.

DISPUTES/DISAGREEMENTS

Any dispute, disagreement or questions of fact concerning a grant should be handled with the OTS Program Coordinator assigned to that grant in consultation with managerial staff. All final decisions will be put in writing and distributed to all concerned parties as well as maintained in the subrecipient's grant file. The subrecipient may then proceed with the performance of the grant in accordance with that decision.

If a subrecipient disagrees with a decision made by the OTS Program Coordinator, an appeal may be made to the OTS Director. The appeal must be made in writing within 30 days of the Program Coordinator's decision and sent to the OTS by certified mail. No legal action may be taken by the subrecipient without following these steps.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants ([23 U.S.C. Chapter 4](#) and [41 U.S.C. Sec. 1906](#), [Pub. L. 109-59](#), as Amended By Sec. [25024](#), [PUB. L. 117-58](#))

The Governor is the responsible official for the administration of the State highway safety program through a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))

Each fiscal year the State of California must sign a *Certifications and Assurances* document that it complies with all Federal requirements including applicable statutes and regulations that are in effect during the grant period. These Certifications and Assurances are submitted in the Annual Grant Application in support of the State's application for Sections 1906, 402, and 405 grants. Requirements that also apply to subrecipients are noted below.

Failure to comply with applicable Federal statutes, regulations, and directives may subject Subrecipients Agency officials to civil or criminal penalties and/or place the State in a high-risk subrecipients status in accordance with [2 CFR Part 200.205 - 200.207](#).

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Subrecipient's Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

General Requirements:

- [23 U.S.C. Chapter 4](#) – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. [25024](#), [PUB. L. 117-58](#)
- [23 CFR Part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs
- [2 CFR Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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- [2 CFR Part 1201](#) - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** ([42 U.S.C. 2000d et seq.](#), [78 stat. 252](#)), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, ([23 U.S.C. 324 et seq.](#)), and **Title IX of the Education Amendments of 1972**, as amended ([20 U.S.C. 1681-1683 and 1685-1686](#)) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, ([29 U.S.C. 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 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209) (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000d et seq.](#), [78 stat. 252](#))). The Age Discrimination Act of 1975 ([42 U.S.C. 6101 et seq.](#)) and Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794 et seq.](#)), by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally- funded or not);

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- **Titles II and III of the Americans with Disabilities Act** ([42 U.S.C. 12131- 12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR Part 37 and Part 38](#);
- **[Executive Order 12898](#), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and
- **[Executive Order 13166](#), Improving Access to Services for Persons with Limited English Proficiency** ((requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP)); ([70 FR 74087-74100](#)).
- **[Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government); and
- **[Executive Order 13988](#), Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all

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programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23](#) (b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as [DOT Order 1050.2A](#)) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of [DOT Order 1050.2A](#), as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this [DOT Order 1050.2A](#), as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

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- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;

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2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than 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 grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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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.

RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

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department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

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ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. 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 clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

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APPENDIX A - CERTIFICATIONS AND ASSURANCES

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

APPENDIX B – MANDATORY DISCLOSURES

[2 CFR Part 200.113](#) and [Appendix XII](#)

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in [§ 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

Appendix XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX C – LAW ENFORCEMENT AGENCIES

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(Applies to subrecipients as well as States)

The State and each subrecipients will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create check points that specifically target motorcyclists. [Public Law 129 - 1510, SEC. 4007](#)

RACIAL PROFILING

All subrecipient law enforcement agencies shall comply with California law regarding profiling. [Penal Code section 13519.4, subdivision \(e\)](#), defines “racial profiling” as the “practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped.” Then, subdivision (f) of that section goes on to provide, “A law enforcement officer shall not engage in racial profiling.”

VEHICLE PURSUITS

The State actively encourages all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. ([23 U.S.C. 402\(j\)](#))

USE OF FUNDS

Traffic enforcement personnel and any equipment funded under this grant agreement shall be dedicated solely to grant supported enforcement tasks unless a criminal offense is committed in the officer's presence; a response to an officer in distress is initiated, and or a riot requires that all available enforcement personnel be committed in response.

Nothing in the grant agreement shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

APPENDIX D – GENERAL TERMS & CONDITIONS, STATE CERTIFICATIONS

(As referenced in the grant agreement)

Terms and conditions, when applicable, are incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods or services for which the OTS grant funding reimbursement is requested. It is understood and agreed by the subrecipient that grant funds received as a result of this grant agreement are subject to all applicable federal and state regulations, rules, guidelines, policies and laws and to the following applicable controls, terms and consideration expressed in the OTS Grant Program Manual.

Federal certifications and assurances are included in [Appendix A](#) of this *Grants Management Manual*. The following laws apply to persons or entities doing business with the State of California.

1. Administrative Support and Statement of Intent

This program has full support of the authorizing agency, and every effort will be made to continue the activities after the grant conclusion. If required by local governance, the city council or the board of supervisors will endorse this grant through a resolution.

2. Air or Water Pollution Violation

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

3. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the grant agreement is binding on any of the parties. (Reference: [DGS Standard Agreement "General Terms and Conditions"](#)). Grant agreement revisions are allowed in accordance with the guidelines detailed in the OTS GPM. All appropriate documentation required to request a grant revision must be submitted timely to Grantor.

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Appendix D – General Terms & Conditions, State Certifications

4. **Americans With Disabilities Act.**

Subrecipient or contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. ([42 USC 12101 et seq.](#))

5. **Antitrust Claims**

The subrecipient by signing this grant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the subrecipient shall comply with the requirements of the Government Code sections set out below.

a. The Government Code chapter on antitrust claims contains the following definitions:

(1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to [subdivision \(c\) of Section 16750 of the Business and Professions Code](#).

(2) "Public purchasing body" means the state or the subdivision or agency making a public purchase. (Reference: [GC §4550](#))

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act ([15 U.S.C. Chapter 1 Part 15](#) [Title 15 Commerce and Trade, Chapter 1, Monopolies and Combinations in Restraint of Trade, Section 15, Suits by Persons Injured]) or under the Cartwright Act (Chapter 2) commencing with [Section 16700](#) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Reference: [GC §4552](#))

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the

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expenses incurred in obtaining that portion of the recovery. (Reference: [GC§4553](#))

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Reference: [GC§4554](#))

6. **Approval**

This grant agreement is of no force or effect until signed by both parties and approved by the Office of Traffic Safety. Subrecipient or contractor may not commence performance until such approval has been obtained. (Reference: California Department of General Services (DGS) Standard Agreement “[General Terms and Conditions](#),”)

7. **Assignment**

This grant agreement is not assignable by the subrecipient, either in whole or in part, without the consent of the Office of Traffic Safety in the form of a formal written amendment. (Reference: DGS Standard Agreement “[General Terms and Conditions](#)”.

8. **Audits and Access to Records**

Subrecipient agrees that the California Office of Traffic Safety, the National Highway Traffic Safety Administration, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant agreement. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement. (Reference: GC § [8546.7](#), Public Contract Code (PCC § [10115](#) et seq., California Code of Regulations (CCR Title 2, [§1131.2](#)).

9. **Availability of Funds**

Reimbursement of approved grant expenditures is contingent upon the subrecipient complying with all grant requirements and the appropriation of sufficient funds by the federal government and the California Office of Traffic Safety. OTS does not represent or guarantee the availability of federal

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highway safety funds for initial or subsequent year funding. If during the term of the grant federal funds are reduced or eliminated, OTS may immediately terminate or reduce the grant award upon written notice to the subrecipient's Authorizing Official.

Once a grant has been awarded and becomes effective, OTS reimburses the subrecipient for expenditures related to approved activities. Only costs incurred within the approved grant period and that do not exceed the federally obligated funds as indicated in the agreement are reimbursed. The goals and objectives outlined in the grant should be accomplished during the grant period and within the approved budget.

OTS has the option to void the agreement under the thirty-day cancellation clause or to amend the contract to reflect any reduction in funds (Reference: [SCM, Vol. 1, 3.11.](#)) Funds are awarded under Catalog of Federal Domestic Assistance (CFDA) Numbers. The specific funding source is identified on the grant budget.

10. Byrd Anti-Lobbying Amendment (31 USC 1352)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by [31 USC 1352](#). Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Child Support Compliance Act

"For any grant agreement in excess of \$100,000, the subrecipient acknowledges in accordance with Public Contract Code ([PCC § 7110](#)), that:

- a. The subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with [section 5200](#)) of [Part 5 of Division 9](#) of the Family Code; and
- b. The subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California

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Employment Development Department.” (Reference: DGS Standard Agreement “[General Terms and Conditions](#),”)

12. Clean Air Act and the Federal Water Pollution Control Act

([33 USC 1251](#) et seq.), as amended. Grants of amounts in excess of \$100,000 shall contain a provision that requires the subrecipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act ([42 USC 7401 et seq.](#)) and the Federal Water Pollution Control Act as amended ([33 USC 1251](#) et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. Compensation

The consideration to be paid subrecipient, as provided herein, shall be in compensation for all of subrecipient's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided. (Reference: DGS Standard Agreement “[General Terms and Conditions](#)”)

14. Competition

No subrecipient shall draft, or cause to be drafted, any invitation to bid or request for proposal, in connection with the awarding of a consulting services contract, in such a manner as to limit the bidding directly to any one bidder. At least three competitive bids or proposals shall be secured for each consulting services contract. (Reference: [PCC § 10340](#))

15. Conflict of Interest

Subrecipient or contractor needs to be aware of the following provisions regarding current or former state employees. If subrecipient or contractor has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees ([PCC 10410](#))

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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Former State Employees ([PCC 10411](#))

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If subrecipient or contractor violates any provisions of above paragraphs, such action by subrecipient or contractor shall render this agreement void. ([PCC 10420](#))

Members or boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. ([PCC 10430\(e\)](#))

16. Contracts

Subrecipients may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

- (1) Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this Agreement and in accordance with the OTS GPM.

The subrecipient consultant and/or contractor are subject to all applicable terms and conditions and are bound by the applicable certifications of the grant agreement and [2 CFR Part 200](#).

CA OTS is not obligated to make any payment under any agreement prior to final execution or outside the terms of the contract period. Contractor or subrecipient agency expenditures incurred prior to final contract execution are taken at the risk of that contractor/subrecipient agency and will be considered unallowable if that agreement/contract is not executed.

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

- (2) Nothing contained in this grant agreement shall create any contractual relation between the State and any contractors, and no contract shall relieve the subrecipient of its responsibilities and obligations hereunder. Subrecipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the subrecipient. The subrecipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the subrecipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

17. Contractor Certification Clauses:

The *Contractor Certification Clauses* contained in the Department General Services document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

18. Contractor (Independent)

Contractor, and the agents and employees of contractor, in the performance of this grant agreement, shall act in an independent capacity and not as officers or employees or agents of the state. (Reference: DGS Standard Agreement "[General Terms and Conditions](#)")

19. Convict/Forced Labor

No foreign-made equipment, materials, or supplies furnished pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. (Reference: [PCC § 6108](#))

20. Copyrights (41 CFR 105-71.134)

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under a grant or contract; and (b) Any rights of copyright to which a subrecipient or a contractor purchases ownership with grant support. (Reference: [41 CFR 105-71.134](#))

21. Corporate Qualifications to Do Business in California

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

"Doing business" is defined in [Revenue and Taxation Code \(R&TC\) Section 23101](#) as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

22. Davis-Bacon Act, as amended (40 USC 3142)

When required by federal program legislation, all construction contracts awarded by the recipients and sub recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act ([40 USC 3142](#)) and as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

23. Disadvantaged Business Enterprise/Small Business Affirmative Steps

Subrecipients and contractors will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in [49 CFR Section 26.5](#), and labor surplus area firms are used when possible. Affirmative steps shall include:

- a. Placing qualified DBEs and small businesses on solicitation lists.
- b. Assuring that DBEs and small businesses are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and DBEs.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and DBEs.
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. (Reference: [2 CFR 200.321](#))

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Appendix D – General Terms & Conditions, State Certifications

24. Disclosure Requirements

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the contract numbers and the dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report when the total cost for such work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be set forth in a separate section of each such document or written report.
- b. When multiple documents or written reports are the subject or product of the contract, the total contract amount is deemed to represent the compensation for those multiple documents or written reports.
(Reference: [GC § 7550](#))

25. Disputes.

Contractor shall continue with the responsibilities under this grant agreement during any dispute. (Reference: DGS Standard Agreements "[General Terms and Conditions](#),")

26. Document Retention and Access

The subrecipient certifies that it will comply with the retention and access requirements for records established by [2 CFR Subpart D - 200.334-200.338](#). The required records and documentation relating to the grant and/or sub-contract shall be retained for a minimum of three years after the starting date of the retention period as defined in Section 200.334. The OTS or their authorized representative shall have the right of access to any books, documents, papers, or other records of subrecipients or contractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

27. Domestic Partners

For agreements over \$100,000 executed or amended after January 1, 2007, the subrecipient certifies that it is in compliance with [Public Contract Code section 10295.3](#)

28. Drug-Free Workplace Requirements:

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

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

29. Energy Efficiency

It is understood the grant applicant will purchase only energy efficient equipment, whenever possible and appropriate.

30. Equal Employment Opportunity

All grant agreements shall contain a provision requiring compliance with [E.O. 11246](#), and E.O. 11375 "Equal Employment Opportunity," as amended by [E.O. 11478](#), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at [41 CFR Part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

31. Equipment

Equipment acquired under this grant agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the state; or the state, by formal agreement with appropriate officials of a political subdivision or state agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference [23 CFR 1200.31](#))

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Appendix D – General Terms & Conditions, State Certifications

32. Expatriate Corporations

Subrecipient or contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of [Public Contract Code Section 10286 and 10286.1](#), and is eligible to contract with the State of California.

33. Financial Management System

The subrecipient or contractor, will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of [2 CFR Part 200 Subpart D - 200.303](#).

34. Gender Identity:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with [Public Contract Code Section 10295.35](#).

35. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California. (Reference: DGS Standard Agreement "[General Terms and Conditions](#),")

36. Indemnification

Subrecipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by contractor in the performance of this agreement. (Reference: DGS Standard Agreement "[General Terms and Conditions](#),").

37. Intangible Property

- a. The subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under award. The California Office of Traffic Safety and the National Highway Traffic Safety Administration reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
 - b. Subrecipients are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements."
 - c. The federal government has the right to:
-

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

d. Freedom of Information Act

- (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the subrecipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the federal awarding agency obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub recipients. This fee is in addition to any fees the agency may assess under the FOIA ([5 USC 552\(a\)\(4\)\(A\)](#)).
- (2) The following definitions apply for purposes of paragraph (d) of this section:
 - (i) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - (A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - (B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

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Appendix D – General Terms & Conditions, State Certifications

- (ii) Published is defined as either when:
 - (A) Research findings are published in a peer-reviewed scientific or technical journal; or
 - (B) A federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- (iii) Used by the federal government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- e. Title to intangible property and debt instruments acquired under a grant or contract vests upon acquisition in the recipient. The recipient shall use that property for the originally-authorized purpose, and the recipient shall not encumber the property without approval of the federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property shall occur in accordance with the provisions of [2 CFR Subpart D - 200.315](#).

38. Labor Code/Workers' Compensation

Subrecipient or contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and subrecipient or contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. ([Labor Code Section 3700](#))

39. Limited English Proficiency

The grant applicant will take reasonable steps to ensure meaningful access by persons with limited English proficiency to the information and services provided through federal financial assistance.

40. Logos

The OTS logo will appear on all promotional materials where appropriate and practical. Contact the appropriate OTS Coordinator for copies.

41. Loss Leader

If this subrecipient agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code ([BPC 17130](#)). (Reference: [PCC § 10344\(e\)](#))

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

42. Progress Schedule

Subrecipients entering into a contractual agreement for consultant services totaling five thousand dollars (\$5,000) or more shall include detailed criteria and a mandatory progress schedule. (Reference: [PCC § 10371\(c\)](#))

43. Progress Payments

Subrecipients may provide for progress payments to consultants/contractors for work performed or costs incurred in the performance of the contract. Not less than ten percent of the contract amount shall be withheld pending final completion of the contract and an evaluation of the contractor's performance. If the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task and an evaluation of the contractor's performance. (Reference: [PCC § 10346](#))

44. National Labor Relations Board Certification

Subrecipient or contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against subrecipient or contractor within the immediately preceding two-year period because of subrecipient or contractor's failure to comply with an order of a federal court which orders subrecipient or contractor to comply with an order of the National Labor Relations Board. ([PCC 10296](#)) (Not applicable to public entities.)

45. Non-Discrimination Clause:

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act ([Government Code Section 12990 \(a-f\) et seq.](#)), the regulations promulgated thereunder ([Cal. Code Regs., Title. 2, § 11000 et seq.](#)), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code ([Gov. Code §§ 11135-11139.5](#)), and the regulations or standards adopted by the awarding state agency to implement such article.

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Appendix D – General Terms & Conditions, State Certifications

Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. ([Cal. Code Regs., Title 2, §11105](#))

46. Non-Duplication of Grant Funding

The grant applicant has no ongoing or completed grants under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this traffic safety grant. It is further agreed that any pending or proposed request for other federal grant funds which would duplicate or overlap work under this traffic safety grant will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery by the Office of Traffic Safety.

47. Non-Enforcement Supplanting Avoidance

Non-enforcement salaried and hourly personnel assigned to this grant are conducting a new traffic safety program not previously funded with city, county or State funding or were previously in a grant- funded position.

48. Priority Hiring Considerations

For agreements in excess of \$200,000, the subrecipient, in accordance with the [California Public Contracting Code § 10353](#), shall consider filling vacancies in positions funded by the agreement to qualified recipients of aid under WIC Chapter2 (commencing with [Section 11200](#)) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with [Section 11349](#)) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

This section and Article 3.9 (commencing with [Section 11349](#)) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be applicable to any contracts for a grant as defined in [Section 10105](#). (Section 10105 defines a grant as ". . . the erection, construction, alteration, repair or improvement of any state structure, building, road, or other state improvement of any kind which will exceed a total cost calculated pursuant to subdivision (b).")

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Appendix D – General Terms & Conditions, State Certifications

This section and Article 3.9 (commencing with [Section 11349](#)) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be construed so as to do any of the following:

- a. Interfere with or create a violation of the terms of valid collective bargaining agreements.
- b. Require the subrecipient to hire an unqualified recipient of aid.
- c. Interfere with, or create a violation of, any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era.
- d. Interfere with, or create a violation of, the requirements of [Section 12990](#) of the Government Code. (Reference: [PCC § 10353](#))

49. Recycling Certification

The subrecipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the [Public Contract Code Section 12200](#), in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of [Public Contract Code Section 12209](#). With respect to printer or duplication cartridges that comply with the requirements of [Section 12156\(e\)](#), the certification required by this subdivision shall specify that the cartridges so comply ([Pub. Contract Code § 12205](#)).

50. Resolution

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

51. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

52. Single Audit Act Certification

The OTS is the agency responsible for administering California's federal highway safety funds on behalf of the Governor. Federal funds are provided for this grant by the United States Department of Transportation. The records and supportive documentation for all completed grants are subject to an on-site audit and OTS reserves the right to inspect and review during normal

GRANT PROGRAM MANUAL

Appendix D – General Terms & Conditions, State Certifications

working hours the work product of any independent auditor in support of their audit.

The subrecipient certifies that it will comply with the Single Audit Act of 1984 ([31 U.S.C. Chapter 75 - 7501-7506](#) et seq.), as amended, which requires the following:

- a. State or local governments that receive \$750,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget ([2 CFR Subpart F - 200.501](#)).
- b. State or local governments that receive less than \$750,000 a year shall be exempt from compliance with the Act and other federal audit requirements.
- c. Nothing in this paragraph exempts State or local governments from maintaining records of federal financial assistance or from providing access to such records to Federal Agencies, as provided for in federal law or in [Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations"](#).
- d. The State Controller's Office notifies OTS of those cities, counties, and special districts that have not submitted an audit report or have not indicated to SCO that they are exempt each fiscal year. Subrecipient agencies that are not in compliance will be notified and required to provide verification of compliance or be subject to sanctions including reimbursement withholding or grant cancellation.

53. Solicitation

No employee of the applicant agency, the contractor, or any agency acting on behalf of the agency, may solicit or accept gratuities, favors, or anything of monetary value from contractors or potential contractors.

54. Statement of Compliance

Subrecipient has, unless exempted, complied with the nondiscrimination program requirements ([GC 12990 \(a-f\)](#) and [CCR, Title 2, Section 11102 and 11103](#)). (Not applicable to public entities.)

55. Subrecipient/Contractor Name Change

An amendment is required to change the subrecipient or contractor's name as listed on this grant agreement. Upon receipt of legal documentation of the name change an amendment will be processed. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

56. Sweat Free Code of Conduct

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

The subrecipient agrees to cooperate fully in providing reasonable access to the subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

57. Termination for Cause

The State may terminate this grant agreement and be relieved of any payments should the subrecipient fail to perform the requirements of this grant agreement at the time and in the manner herein provided.

(Reference: DGS Standard Agreement "[General Terms and Conditions](#)")

58. Termination without Cause

Either party may terminate without cause upon thirty days written notice to the other party. All work performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement (Reference: [State Contracting Manual, Chapter 9.12](#)).

59. Timeliness

Time is of the essence in this subrecipient agreement (Reference: DGS Standard Agreement "[General Terms and Conditions](#)").

60. Unenforceable Provision

In the event that any provision of this subrecipients agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be effected thereby. (Reference: DGS Standard Agreement "[General Terms and Conditions](#)")

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Appendix D – General Terms & Conditions, State Certifications

Institutions of Higher Education

The Department of General Services requirements for universities contained within the document, [UTC-220 University Terms and Conditions \(Effective 2/20\)](#), are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

1. **Subcontracts.** Subrecipient may enter into contract(s) to perform applicable provisions of this grant agreement. The subrecipient is responsible for ensuring that all activities delegated to contractors are in support of this grant agreement.

Consultants and/or contractors shall be selected in accordance with the subrecipient agency procurement policies and procedures in order to comply with the terms of this grant agreement and in accordance with the OTS GPM.

The subrecipient, consultant or contractor are subject to all applicable terms and conditions and are bound the applicable certifications of the grant agreement and [2 CFR Subpart F Appendix II](#) and [2 CFR Subpart E 200.451](#) whichever is applicable.

OTS is not obligated to make any payment under any grant agreement prior to final execution or outside the terms of the contract period. Contractor expenditures incurred prior to final contract execution are taken at the risk of that contractor agency and will be considered unallowable if that agreement/contract is not executed.

2. **Indemnification.** The University shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this grant agreement but only the proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its respective officers, agents or employees.

In accordance with [Government Code Section 895.4](#), the State shall defend, indemnify and hold harmless the University, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State, its respective officers, agents or employees.

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Appendix E – Document Examples

APPENDIX E – DOCUMENT EXAMPLES

Personnel Activity Report (PAR)

State of California · Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

Agency:

Grant Number:

Grant Period:

Employee Name:

Position Title

OTS Hours:

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date

Supervisor Signature/Date

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date

Supervisor Signature/Date

Month/Year:

	FUND	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
OTS																																	
OTHER																																	
OTHER																																	
OTHER																																	

Employee Signature/Date

Supervisor Signature/Date

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GRANT PROGRAM MANUAL

Appendix E – Document Examples

State of California - Office of Traffic Safety
PERSONNEL ACTIVITY REPORT (PAR)
OTS-26a

A PAR is an employee-maintained log which accounts for 100 percent of the employee's time. The form is used to identify effort spent on multiple programs/federal funds.

PAR's must meet the following standards:

- Reflect the employee's after-the-fact distribution of time by program/federal fund.
- Account for the total activity by program/federal fund for which each employee is compensated (whether grant related or not).
- Must be prepared at least monthly and coincide with one or more pay periods, and
- Must be signed by the employee and his/her supervisor monthly.

INSTRUCTIONS -

1. Enter the name of Agency, Grant Number, Grant Period, Employee Name, Position Title, and OTS Hours.
2. Enter the name of the Month/Year Reporting.
3. OTS Hours - Enter actual hours worked on the OTS grant by Fund.
4. Other - Enter the actual hours worked on other programs. Account for the total hours by program/federal fund. Each funding source should be on a separate line entry.
5. Employee and Supervisor are required to sign and date by month. Please ensure that every employee has a PAR signed for every month worked during the grant year.
6. Retain all PARs in agency grant file. Submit to OTS upon request.

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Appendix E – Document Examples

Employee Time Certification

STATE OF CALIFORNIA • OFFICE OF TRAFFIC SAFETY

Employee Time Certification Form (Grantees/Subgrantees)

OTS-26

Grantees and subgrantees receiving 100 percent of funding from the Office of Traffic Safety (OTS) for personnel services must complete certifications stating that the employee(s) worked solely on that program for the period covered by the certification. The certification must be prepared at least semi-annually and must be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: October 1 _____

To: March 31 _____

EMPLOYEE SIGNATURE _____ _____ Date

SUPERVISOR NAME _____

SUPERVISOR SIGNATURE _____ _____ Date

**Do not sign prior to March 31st*

EMPLOYEE TIME CERTIFICATION

EMPLOYEE NAME _____

I certify that I have worked 100 percent of my time on an Office of Traffic Safety (OTS) Grant.

From: April 1 _____

To: September 30 _____

EMPLOYEE SIGNATURE _____ _____ Date

SUPERVISOR NAME _____


SUPERVISOR SIGNATURE _____ _____ Date

**Do not sign prior to September 30th*

Rev. 10/23

NEW FUND/BUDGET UNIT INFORMATION

Department Request:

Date: 01/14/2025	Budget Unit Name: <u>TBD</u>
Type of Budget: Check one: <input checked="" type="checkbox"/> Grant Budget <input type="checkbox"/> Trust <input type="checkbox"/> Operating Budget	
Budget Officer responsible for budget unit: SHRF-SHERIFF	Type of Funding: Check one: <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other
Brief description of what the new fund/budget will be used for: Office of Traffic Safety Program Grant. Will be utilized for traffic enforcement & safety (Police Traffic Services). This funding is a reimbursement type grant. Per guidelines it states that the organization will pay for project expenses and equipment expense and be reimbursed with- in 90 days.	
Accrue Interest? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Department Head Signature: 

CAO/Budget Officer Approval:

Signature:

For Auditor-Controller's Office Use Only:

Assigned Budget Unit #:		Assigned Fund #:	Fund Group #:
Function Code #:	Activity Code #:	Assigned Department #:	Budget Report: <input type="checkbox"/> Exclude <input type="checkbox"/> Inactive
Interest Earnings Assigned To:		Special Code: <input type="checkbox"/> GASB34 <input type="checkbox"/> Other	
Signature:			

GRANT PROCESSING REQUEST FORM

County of Inyo

DATE: 01/14/2025				
DEPARTMENT: SHERIFF				
GRANT PROGRAM: OFFICE of Traffic Safety				
GRANTING AGENCY: OTS		AGENCY CONTACT:		AGENCY PHONE NO:
IF FEDERAL GRANT... CFDA #		EXAMPLE OF NUMBER Dept: Department of Education (Agency No.) 84.XXX (Grant Program No.)		
PROGRAM TITLE: Traffic enforcement				
FUNDING REQUEST:				
FEDERAL	STATE	LOCAL MATCH	OTHER	TOTAL REQUEST
X				
IF LOCAL MATCH IS REQUIRED, ARE FUNDS AVAILABLE IN DEPARTMENT BUDGET? Y N				
ACCOUNT TO WHICH THE MATCH WILL BE CODED:		BUDGET UNIT: NEW BUDGET UNIT REQUESTED? Y N		
INDIRECT COSTS? Y (N)		AMOUNT: TBD		
REIMBURSEMENT GRANT? Y N				
FINANCIAL & PROGRESS REPORTS PREPARED BY: Lindsey Stine		REQUEST FOR FUNDS SUBMITTED BY: Lindsey Stine		
PROJECT DIRECTOR: Lt. Atkins / Lindsey Stine				
PHONE: 760-878-8512	FAX: 760-878-0402	EMAIL: lstone@inyo-county.us		
REVIEWED & APPROVED BY AUDITOR-CONTROLLER:		SIGNATURE:		DATE:
REVIEWED & APPROVED BY SAMS ADMINISTRATOR:		SIGNATURE:		DATE:
REVIEWED & APPROVED BY BOARD OF SUPERVISORS		BOARD ORDER ATTACHED Y N		BOARD APPROVAL DATE:



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-1

Off-Highway Vehicle Grant Application and Resolution Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Lindsey Stine, Community Relations Liaison

RECOMMENDED ACTION:

Approve Resolution No. 2025-05, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department of Parks and Recreation is offering the Off-Highway Vehicle (OHV) grant program to provide for well-managed OHV recreation by providing financial assistance to eligible agencies that develop, maintain, operate, expand, support, or contribute to well-managed, high-quality OHV recreation areas, roads, and trails; and to responsibly preserve the wildlife, soils, and habitat of Project Areas in a manner that will sustain long-term OHV recreation per the legislative provisions and intent of the Act commencing at PRC section 5090.01.

If awarded, these monies will assist with costs associated with overtime for OHV Patrols, purchase any project-approved motorized equipment, supplement and provide training to strengthen the Sheriff's Office Enforcement Detail for private and government-owned property that is already in use and enforced where it is not zoned and planned for.

The Inyo County Sheriff's Department has participated in the OHV competitive grant since 2009. Necessary OHV Enforcement equipment and training are provided yearly by Patrol Deputies. The Off-Highway Grant is competitive. Therefore, we will not know what we are awarded until the Intent to Award is posted on the State Parks OHV Division website in August 2025; the preliminary application is due to the State by March 03, 2025. The OHV grant requires a twenty-five percent (25%) in-kind match. Any item eligible as a Project Cost is also eligible as a match.

The Sheriff's Office anticipates applying for \$150,000. However, historically, state-wide law enforcement applications are rarely awarded more than 50% of the total requested and are often reduced significantly to more than 50%.

FISCAL IMPACT:

Funding Source	Grant Funded State Department of Parks and Recreation	Budget Unit	623525
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Budgeted?	No	Object Code	5003,5311,5650
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$150,000 for the period between September 2025 and September 2026
Future Fiscal Year Impacts
N/A Funds are available during the current grant cycle. Unused funds are returned to the State Department of Parks and Recreation.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Sustainable Recreation Initiatives

APPROVALS:

Riannah Reade	Created/Initiated - 1/2/2025
Darcy Israel	Approved - 1/6/2025
Riannah Reade	Approved - 1/6/2025
Keri Oney	Approved - 1/6/2025
John Vallejo	Approved - 1/7/2025
Amy Shepherd	Approved - 1/15/2025
Stephanie Rennie	Approved - 1/17/2025
Nate Greenberg	Final Approval - 2/1/2025

ATTACHMENTS:

1. OHV_Resolution_2025

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE
SUBMITTAL OF THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS
AND RECREATION, OFF-HIGHWAY VEHICLE GRANT APPLICATION**

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project; and

WHEREAS this Board finds that the County's receipt of such funding would be beneficial to the residents of Inyo County.

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

- (a) Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
- (b) Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
- (c) Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development of Projects be maintained to specific conservation standards; and
- (d) Certifies that the Project will be well-maintained during its useful life; and
- (e) Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
- (f) Certifies that this agency will provide the required matching funds; and
- (g) Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
- (h) Appoints the Inyo County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Inyo, State of California, this 11th day of February 2025, by the following role call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson,
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
Darcy Ellis, Assistant



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-30

Change in Authorized Strength - District Attorney County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director, Dana
Crom, District Attorney

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director, Dana
Crom, District Attorney

RECOMMENDED ACTION:

Change the Authorized Strength in the District Attorney's Office by adding one (1) Deputy District Attorney I-IV at Grade 17 - 22 (\$7,661.89 - \$12,705.23) and deleting one (1) Senior Deputy District Attorney at Grade 22 (\$9,778.73 - \$12,705.23).

BACKGROUND / SUMMARY / JUSTIFICATION:

To ensure the District Attorney's Office continues to fulfill its critical role in supporting public safety and justice, we recommend adjusting the department's authorized staffing levels by deleting one Senior Attorney position and adding one Deputy District Attorney I-IV position. This adjustment addresses the office's operational needs and aligns with strategic recruitment priorities under the leadership of the newly appointed District Attorney.

The District Attorney's Office is central to the administration of justice, representing the community in prosecuting criminal cases, protecting the rights of victims, and ensuring the integrity of the legal system. To perform these duties effectively, the office requires a robust and adaptable team of legal professionals who can handle a diverse caseload with diligence and professionalism.

Following the appointment of the new District Attorney, a review of the department's organizational structure and staffing needs determined that the Senior Attorney position is no longer essential to the office's operational strategy. The focus has shifted toward building capacity at the Attorney I-IV level to ensure flexibility in recruitment and to attract a broader pool of qualified candidates. The ability to recruit at the Deputy District Attorney I-IV level is critical, as it enables the office to hire an attorney with varying levels of experience to meet the evolving needs of the community and the justice system.

The proposed change will support the District Attorney's Office in maintaining its commitment to public service and ensuring justice is served equitably and efficiently. By optimizing the department's staffing structure, we can better align resources with the office's mission to uphold the rule of law and safeguard the community.

The District Attorney's Office acknowledges that this request is being presented to your Board for approval following the adoption of the Fiscal Year 2024/2025 budget. However, it aligns with the

requirements outlined in County Code Section 2.08.040(E). We respectfully request approval to adjust the authorized strength as outlined to support these goals.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	022400
Budgeted?	Yes	Object Code	All Salary and Benefit object codes
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

The Senior level position currently is funded at a higher rate than a I-IV Deputy position, so overall there will be savings, but it is unknown exactly how much savings as we are not sure what level would be filled at this time.

Future Fiscal Year Impacts

There will be future savings in future years, again due to the Deputy I-IV levels being lower than the Senior level.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the requested change in Authorized Strength. This is not recommended as the staffing needs of the department have changed following the recent appointment of District Attorney Crom. Not taking this action would limit the ability to hire for this position as needed, hampering service delivery. Should the Board not approve this item, the department would maintain its current structure.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 1/24/2025
Darcy Israel	Approved - 1/24/2025
Morgan Maillet	Approved - 1/28/2025
Dana Crom	Approved - 1/28/2025
Denelle Carrington	Approved - 1/28/2025
Keri Oney	Approved - 1/28/2025
Amy Shepherd	Approved - 1/28/2025
John Vallejo	Approved - 1/29/2025
Nate Greenberg	Final Approval - 2/1/2025

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-16

Cybersecurity Update and Authorization to Secure Managed Security Provider Services County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Abhilash Itharaju, Assistant Chief Information Officer

ITEM PRESENTED BY

Abhilash Itharaju, Assistant Chief Information Officer

RECOMMENDED ACTION:

- A) Receive presentation from the Information Services department on the County's current cybersecurity posture and roadmap;
- B) Declare eSentire, Inc., of Canada, the winning bidder of an Inyo County Cybersecurity Request for Proposals, a provider of Managed Security Services for the County of Inyo;
- C) Approve the agreement between the County of Inyo and eSentire, Inc., for the provision of Managed Security Services in an amount not to exceed \$90,314.50 per year for a period of three years (i.e., not to exceed \$270,943.50 over the course of three years), with recurring expenses to begin no earlier than February 11, 2025, contingent upon the Board's approval of future budgets; and
- D) Authorize the Chief Information Officer to sign the agreement and order form.

BACKGROUND / SUMMARY / JUSTIFICATION:

Cybersecurity is an increasingly important component of an effective organization, and cybersecurity attacks are a regular threat - especially for public agencies like Inyo County. In fact, a key public facing organization in the County experienced a significant ransomware attack recently.

This item will consist of a presentation by the Information Services department will provide an overview of the County's current Cybersecurity posture, as well as future plans. As part the efforts to improve County's security posture, the Information Services department recently concluded a Request for Proposals (RFP) process for a Managed Security Services Provider (MSSP) that can monitor endpoints, servers, and network infrastructure 24x7, as well as take action if they detect any threats. The County received 15 responses to the RFP, and the evaluation panel picked eSentire Inc., as the best fit.

eSentire Inc., is a Canada-based company which works with several small local governments in the State of California, including the County of Ventura, the City of Indio, and the City of Moreno Valley. Their solutions, approach, and price point justified their selection as the preferred MSSP. eSentire will use several purpose-built AI tools to monitor endpoints, servers, and network devices for threats in addition to providing a dedicated team of security analysts and engineers that not only monitor County infrastructure for threats, but also respond and contain those threats within minutes, around the clock. Hiring eSentire would also enable the Information Services department to cancel redundant services and subscriptions totaling \$38,660 per annum.

Without the 365x24x7 advanced monitoring and response capabilities the MSSP vendor offers, County IT infrastructure is at risk to common threats like ransomware, fraud, and theft - as well as advanced persistent threats posed by foreign entities. While there is no guaranteed protection against all cybersecurity threats, having a well-established security services provider will significantly improve the County's overall security posture and rapid response capability.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011810
Budgeted?	Yes	Object Code	5177
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$90,314.50 for the period between February 2025 and February 2026.
Future Fiscal Year Impacts
Up to \$180,631 for the period between February 2026 and February 2028.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to not approve this agreement. This is not recommended as eSentire was selected as the preferred vendor after a comprehensive and competitive Request for Proposals process which concluded late last year. Given that cyber threats are constantly evolving and becoming more and more sophisticated, protecting County technology infrastructure and data requires advanced monitoring skills and, in some cases, rapid response to discovered threats. These services are beyond the capabilities of the current Information Services team, hence the reliance on Managed Security Services Providers.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Abhilash Itharaju	Created/Initiated - 1/8/2025
Darcy Israel	Approved - 1/9/2025
Abhilash Itharaju	Approved - 1/9/2025
Noam Shendar	Approved - 1/9/2025
Keri Oney	Approved - 1/9/2025
Aaron Holmberg	Approved - 1/9/2025
Grace Weitz	Approved - 1/9/2025
John Vallejo	Approved - 1/9/2025
Amy Shepherd	Approved - 1/13/2025
Nate Greenberg	Final Approval - 2/1/2025

ATTACHMENTS:

1. Master Security Services Agreement
2. County of Inyo - Order Form

Master Security Services Agreement

This Master Security Services Agreement (this “**Agreement**”) is by and between County of Inyo (“**Client**”), with offices at 1360 N Main St, Bishop, California 93514, United States, and eSentire, Inc. (“**eSentire**”), with offices at 451 Phillip Street Unit 135, Waterloo, ON, Canada N2L 3X2, each a “**Party**” and together the “**Parties**.” This Agreement is effective on the date of the last signature below (the “**Effective Date**”).

1. Definitions

In addition to the capitalized terms defined elsewhere in this Agreement or in the applicable Order Form, the following terms will have the meanings ascribed to them in this Section 1.

“**Affiliate**” of a Party means any corporation or other legal entity that such Party directly or indirectly controls, is controlled by, or is under common control with. In this context, a Party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns more than 50% of the voting rights for the board of directors or other mechanism of control for such corporation or other entity.

“**Client Data**” means (a) data, records, files of Client including e-mail sent or received by personnel of Client, and (b) all reports generated for or by Client as a result of the provision or use of the Services, except to the extent such reports contain eSentire Intellectual Property.

“**Confidential Information**” means any and all information disclosed by either Party (“**Disclosing Party**”) to the other (“**Receiving Party**”) that is not deemed public information, that is not protected by Requirements of Law applicable to information that is Personal Information and that is marked “confidential” or “proprietary,” or similar designation or which the recipient knows or has reason to know is regarded by the Disclosing Party as such, including oral information. For the avoidance of doubt, Confidential Information does not include any information that the Receiving Party can demonstrate: (a) was known to it prior to its disclosure hereunder by the Disclosing Party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; or (e) has been approved for release by the Disclosing Party’s prior written authorization.

“**Day**” or “**Days**” means calendar days, unless otherwise specified.

“**Encrypt**” or “**Encryption**” means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key;

“**Intellectual Property**” means (a) any rights provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law or (v) any other statutory provision or common law principle applicable to this Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing. eSentire’s Intellectual Property includes New Intellectual Property, as defined in Section 2.4 below.

“**Order Form**” means an ordering document, executed by the Parties, that specifies the Services to be provided to Client, including any amendments and supplements thereto. Each such Order Form, and any schedules, documents, or other attachments thereto, incorporates and is subject to the terms and conditions of this Agreement.

“**Participating Affiliate**” means a Client Affiliate authorized by Client under eSentire’s processes to contract for Services in Participating Affiliate’s own name subject to the terms of this Agreement.

“**Personal Information**” means information that can be used on its own or in combination with other information to identify, contact, or locate a particular individual, including but not limited to, name, address, telephone number, email address, IP address, place of birth, mother’s maiden name, sexual orientation, social insurance or social security numbers, credit history and score, financial records, password and login information, biometric data, medical records, health insurance number, employment information and driver’s license number, as applicable and/or as defined and protected by Requirements of Law.

Master Security Services Agreement

“Requirements of Law” mean all laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with any government authority, agency, body or department, whether federal, provincial, state, municipal or law of a jurisdiction outside Canada or the U.S. that now or at any time hereafter may be applicable to a Party in the performance of its obligations under this Agreement or any part of them (including all applicable privacy and data protection laws).

“Services” means the services specified in an Order Form.

“Systems” means any combination of hardware and software, including without limitation any telecommunication lines or other networking devices used to link such combination of hardware and software.

2. Services, License Grants and Restrictions

- 2.1 **Services.** eSentire shall provide to Client the Services as set forth in the Order Form during the Term. eSentire personnel shall remain under the direction and control of eSentire.
- 2.2 **Usage Restrictions.** Except as expressly permitted by eSentire, Client will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, or underlying structure, ideas, or algorithms of the software provided or used by eSentire in delivering the Services (**“Software”**) or the Services; (ii) copy or duplicate the Software or modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sublicense, resell, pledge, assign, or otherwise transfer, provide access to or encumber rights to Software or the other Services; or (iv) use the Services or Software for service bureau purposes or otherwise for the benefit of a third party. Client will use the Services solely in compliance with all Requirements of Laws.
- 2.3 **Ownership and Use of Client Data.** Except as provided below, eSentire expressly acknowledges and agrees that as between Client and eSentire, Client is the owner of and has exclusive rights, title, and interest in and to Client Data. Notwithstanding the foregoing, to the extent any reports provided by eSentire to Client hereunder include any eSentire Intellectual Property including without limitation, the format of such reports, eSentire shall retain all rights in and to such eSentire Intellectual Property. eSentire hereby grants to Client a nonexclusive, nontransferable, limited license to use such eSentire Intellectual Property solely for the purposes for which such reports are provided by eSentire to Client pursuant to this Agreement. Client will not create derivative works based upon, using, or incorporating any eSentire Intellectual Property, disassemble or reverse engineer, decompile or design around any eSentire Intellectual Property. eSentire will have the right to access and use such Client Data solely (i) as necessary to provide the Services and (ii) for trend analysis that may assist eSentire in the provision of its services in its business generally, provided that no such trend analysis will result in the disclosure of any Personal or Confidential Information about or from Client or its employees or customers. eSentire will not retain, use, disclose, sell, or otherwise process Client Data for any purpose other than the specific purpose of performing the Services under this Agreement.
- 2.4 **Freedom to Use Ideas.** The ideas, formulae, algorithms, concepts, inventions, know how, improvements, discoveries, processes and other information and materials (**“New Intellectual Property”**) developed during the course of performing Services for Client under this Agreement by eSentire and/or eSentire personnel will become the sole Intellectual Property of eSentire, except to the limited extent such New Intellectual Property contains Client Data. eSentire may use any such New Intellectual Property without limitation, including by or for its clients or customers other than Client, notwithstanding anything to the contrary contained in this Agreement.
- 2.5 **Retention of Rights.** Except for the rights expressly granted under this Section 2, eSentire, or its third-party vendor(s) or licensor(s), as applicable, retains all right, title, and interest in and to all Software, eSentire hardware and embedded proprietary software (**“Equipment”**), Services, and all Intellectual Property created, used, or provided by eSentire to Client pursuant to this Agreement. eSentire will also own all right, title, and interest in and to all modifications or derivatives of, and improvements to, Software, eSentire Equipment and Services. Client acknowledges that nothing contained herein will constitute an assignment or transfer of any such eSentire Intellectual Property to Client.

Master Security Services Agreement

- 2.6 Update of the Services. eSentire reserves the right in future to make additions, changes, or updates to components of the Services (including end of life, removal of features) (collectively, “**Changes**”). If such components are no longer supported or made available by eSentire, eSentire will give Client at least 90 Days’ prior written notice of any planned, material Changes to the Services together with associated implementation timelines. If Client believes any such Change will have a material adverse impact on its use of such Services, and eSentire cannot reasonably mitigate the impact of such Change within 30 Days after receipt of Client’s written notice of such material adverse impact then Client may, following the end of such 30-Day Period, terminate the affected Service(s) upon 60 Days’ prior written notice to eSentire.
- 2.7 Client Responsibilities. Client hereby agrees to perform its obligations as set forth in the applicable Order Form.

3. Fees and Payment Terms

- 3.1 Fees. The fees for Services are set forth on the Order Form (the “**Fees**”). If Client requests or eSentire recommends additional Services, the Parties will execute a separate Order Form for such additional Services.
- 3.2 Invoicing. eSentire will invoice Client as indicated in the applicable Order Form and Client agrees to pay all invoices upon receipt. If Client in good faith believes that eSentire has billed Client incorrectly, Client must notify eSentire in writing no later than 30 Days after the date of such invoice. The Parties will cooperate in good faith to resolve any billing concern raised by Client within such 30-Day period. eSentire reserves the right to charge interest at the rate of the lesser of (i) 1.5% per month or (ii) the maximum amount allowed by law, in respect of invoiced amounts that have remained unpaid for more than 30 Days after the date of the applicable invoice. If eSentire pursues collection efforts against Client due to Client’s failure to pay Fees when due hereunder, Client will pay eSentire’s reasonable costs of collection, including any legal fees related thereto.
- 3.3 Taxes. All Fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature including, without limitation, fees, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Client is responsible for self-assessment of and self-remission of any and all Taxes associated with this Agreement to the applicable collecting agency or party. In the event that eSentire pays Taxes on behalf of the Client, the Client will reimburse eSentire for its payment of all such Taxes imposed upon the services provided hereunder to Client (excluding Taxes based upon eSentire’s income).
- 3.4 Suspension of Services. eSentire reserves the right, but assumes no obligation, to suspend performance of the Services with immediate effect on written notice to Client in the event Client is more than 30 days overdue in making payments that have not been disputed in good faith.

4. Warranties

- 4.1 Mutual. Each Party represents and warrants to the other that it has the right to enter into this Agreement, and that the consent of no other person or entity is necessary for it to enter into or fully perform this Agreement.
- 4.2 eSentire Warranties. eSentire represents, warrants, and covenants to Client as follows:
- 4.2.1 the Services will be performed by qualified personnel in a good, workmanlike, professional manner and substantially in accordance with the applicable Service description provided in the applicable Order Form;
- 4.2.2 it is not under any contractual obligation that would preclude it from entering into this Agreement or providing the Services hereunder;
- 4.2.3 it is the owner or licensee of the Software used in providing the Services and has all rights necessary to grant the rights herein and to perform its obligations hereunder. In the event that the Software is held to or believed by eSentire to infringe third party Intellectual Property, Client’s sole remedy will be the remedy set forth in Section 9.1;

Master Security Services Agreement

- 4.2.4 in performing its obligations under this Agreement, it will comply with all data protection laws applicable to eSentire in the performance of its obligations hereunder (which, for the avoidance of doubt, excludes any laws exclusively applicable to Client) and will use the same efforts to safeguard and prevent the misuse of all Personal Information disclosed to it under this Agreement or in the course of providing the Services as it does in protecting its own Confidential Information;
- 4.2.5 neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which eSentire is a party or by which it may be bound, or constitute a default thereunder; and
- 4.2.6 deliverables will conform substantially to the specifications for the same, if any, set out in the applicable Order Form.
- 4.3 Client Warranties. Client represents, warrants, and covenants to eSentire as follows:
- 4.3.1 it is duly organized and existing under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into this Agreement or granting access to eSentire as provided herein to provide the Services;
- 4.3.2 in accessing and using the Services and in otherwise performing its obligations under this Agreement, Client will comply with all applicable Requirements of Law and all applicable export and encryption laws and regulations, and will not provide or provide access to a decryption key to eSentire;
- 4.3.3 Client has all rights necessary to provide eSentire with access to Client Data and Systems for use in accordance with the terms of this Agreement, and eSentire's use of any Client Data in accordance with the terms of this Agreement will not violate the rights of any third party;
- 4.3.4 if Client (1) orders Services hereunder to be performed by eSentire with respect to any third-party devices, data, facilities, or environments or (2) deploys agents to third-party endpoints for purposes of Services ordered hereunder (collectively, "**Third Party Services**"), Client has obtained all required authorizations including, without limitation, the prior consent of all such third parties for any such Third Party Services; and
- 4.3.5 neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which Client is a party or by which it may be bound, or constitute a default thereunder.
- 4.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT, WHILE ESENTIRE WILL USE ITS BEST EFFORTS TO DETECT INAPPROPRIATE OR UNAUTHORIZED TRAFFIC OR CONTENT WITHIN CLIENT'S SYSTEMS AND NETWORK, DUE TO THE NATURE OF THE INTERNET AND ITS USERS, ESENTIRE DOES NOT WARRANT THAT IT WILL BE ABLE TO DETECT ALL SUCH CONTENT AND TRAFFIC.

5. Supply of Software and Hardware

- 5.1 To provide the Services, certain eSentire Equipment may be installed at Client's premises as set forth in the applicable Order Form. Client acknowledges and agrees that all such eSentire Equipment shall, at all times, be considered to be personal property of eSentire and its licensors and not Client's property or a part of Client's premises. Client will take all reasonable action to protect the eSentire Equipment from theft, damage, or destruction as if such hardware and software were owned by Client.
- 5.2 With Client's consent, eSentire, or its authorized third parties, may during normal business hours and upon reasonable notice, enter upon Client's premises and remove the eSentire Equipment, provided that such removal is not disruptive to the provision of the Services.

Master Security Services Agreement

- 5.3 Client will not place or allow any lien or other encumbrance to be placed on such eSentire Equipment. Client will not remove the eSentire Equipment from its premises without the prior written consent of eSentire. Client authorizes eSentire to file any and all appropriate documentation, with no prior requirement to obtain Client's signature, to acknowledge and secure eSentire's ownership of such eSentire Equipment.

6. Term and Termination

- 6.1 The term of this Agreement will commence on the Effective Date and will continue in effect for an initial term of three years. Upon expiration of the initial term, the term of this Agreement will automatically renew for additional, consecutive 12-month terms (each such term, a "**renewal term**"), unless otherwise terminated as described in this Section 6 (the initial term and each such renewal term are collectively referred to as the "**Term**"). Following expiration of the initial term, Client may terminate this Agreement upon expiration of any renewal term by giving eSentire written notice of its intent to terminate not less than 60 Days prior to the expiration of the then-current renewal term. The termination of this Agreement pursuant to Section 6.1 will not affect the validity of any Order Form(s) then in effect and any such Order Form(s) will continue in effect until termination of such Order Form(s) pursuant to the terms set forth therein.
- 6.2 Termination for Breach. Without prejudice to any other rights or remedies which it may have, either Party may terminate this Agreement if the other Party fails to cure a material breach of this Agreement and such material breach remains uncured 30 Days after receiving written notice of the breach from the non-breaching Party. For the avoidance of doubt, this cure period will not apply to any Client failure to pay Fees due under this Agreement and, in addition to eSentire's remedies under Section 3.4, eSentire may immediately terminate this Agreement by written notice to Client if Client fails to pay any Fees.
- 6.3 Insolvency. A Party may also terminate this Agreement immediately by written notice to the other party (i) if the other Party is declared insolvent or bankrupt by a court of competent jurisdiction; or (ii) if a petition is filed in any court of competent jurisdiction to declare the other Party bankrupt or for a reorganization under bankruptcy law or any similar statute and such petition is not dismissed within 60 Days after such filing or if a trustee in bankruptcy or a receiver or similar entity is appointed for the other Party or (iii) the affected Party has been unable to reasonably satisfy the other Party that it is able to perform its obligations in accordance with this Agreement and with no adverse impact to the other Party.

7. Effect of Termination

- 7.1 In the event either Party terminates this Agreement pursuant to Section 6.2 such Party may terminate any and all Order Forms then in effect between eSentire and Client with immediate effect, upon written notice to the other Party.
- 7.2 Upon termination of this Agreement, all rights granted by either Party to the other Party hereunder will revert to the granting Party, all licenses will terminate and Client's access to or use of the Services will immediately terminate, with the exception of eSentire's right to remove eSentire Equipment from Client's premises. All accrued rights to payment under this Agreement will survive termination.
- 7.3 Upon termination of this Agreement, Client will delete all copies of any Software provided by eSentire and all related materials. At eSentire's request, Client agrees to certify the deletion of such Software and/or return of the related materials to eSentire in writing.
- 7.4 Within 30 Days after any termination of this Agreement, each Party will return to the other Party or destroy all Confidential Information of the other Party, at the receiving Party's option.
- 7.5 Within 30 Days after any termination of this Agreement, Client will return the eSentire Equipment to a location specified by eSentire, at Client's expense. Client acknowledges and agrees that, if Client does not deliver such eSentire Equipment within such 30-Day period, Client will pay eSentire a reasonable replacement charge per sensor to cover eSentire's costs to replace the eSentire Equipment.

Master Security Services Agreement

8. Liability Limitations

EXCLUDING LOSSES ARISING PURSUANT TO SECTION 9 OR FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S LIABILITY TO THE OTHER HEREUNDER FOR ANY LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, DEFICIENCIES, COSTS OR EXPENSES, INCLUDING THE REASONABLE FEES AND REASONABLE EXPENSES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER EXPERTS AND PROFESSIONAL ADVISERS (COLLECTIVELY, "**LOSS**"), ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PROVISION OF THE SERVICES HEREUNDER WILL NOT EXCEED THE INITIAL THREE (3) YEAR TERM VALUE OF THIS AGREEMENT FOR THE SPECIFIC SERVICE TO WHICH SUCH CLAIM RELATES. REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, VIOLATION OF ANY REQUIREMENTS OF LAW, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY: INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (EVEN IF THE PARTY CAUSING SUCH LOSS OR DAMAGE HAS BEEN ADVISED OR HAD KNOWLEDGE OF THE POSSIBILITY OF SAME OR COULD REASONABLY HAVE FORESEEN SAME), INCLUDING LOST BUSINESS REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF PROFITS OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS). THE PARTIES AGREE THAT THIS SECTION 8 REPRESENTS A REASONABLE ALLOCATION OF RISK.

9. Indemnities

- 9.1 eSentire Intellectual Property Infringement Indemnity. eSentire will defend or settle, indemnify and hold Client and its Affiliates, subsidiaries, officers, directors, employees, agents and assigns harmless from and against any third party claim, suit or proceeding, and pay any damages awarded in a final judgment against Client, based on a claim that any eSentire Service or eSentire Equipment (for purposes of convenience in this Section 9, collectively "**Services**" or "**Service**") as provided under this Agreement infringes any U.S. copyright, patent right, trademark or similar proprietary right of any third party (a "**Third Party IP Claim**"). eSentire will also pay reasonable attorneys' fees and expenses incurred in connection with such defense or settlement. Notwithstanding the foregoing, eSentire will have no indemnity obligation or liability hereunder to Client for any Third Party IP Claim which is due in whole or in part, directly or indirectly, to: (i) modification by Client or any third party on Client's behalf or direction of the Services or associated technology, provision of the Services other than by eSentire or by another party at the direction or instruction of eSentire, including any portion of the Software or hardware provided to Client as part of the Services; or (ii) combination of eSentire's Services with parts, equipment, software, devices or third-party services not provided by eSentire where such infringement would not exist but for such combination; or (iii) any willful misconduct or fraudulent action of Client or any third party. For greater certainty, eSentire will not settle any Third Party IP Claim in a manner that attributes liability to Client without Client's written consent (which consent will not unreasonably be withheld). In the event that the Services are held to or believed by eSentire to infringe any third party U.S. copyright or patent right, eSentire will have the option to: (x) replace or modify the Services to be non-infringing, provided that such modification or replacement provides substantially similar features and functionality; (y) obtain for Client the right to continue using the Services; or (z) if both (x) and (y) are not reasonably practicable, terminate this Agreement on written notice to Client and refund to Client the prorata portion of the Fees paid to eSentire for the Services not provided by eSentire after the date eSentire received notice of the Third Party IP Claim. eSentire will not have any obligation to indemnify Client hereunder with respect to any claim that any third-party "open source" or "shareware" software incorporated into any Software provided hereunder infringes any third-party U.S. copyright, patent, or similar proprietary right. ESENTIRE WILL HAVE NO OBLIGATION TO CLIENT IF ANY ALLEGED THIRD PARTY IP CLAIM IS BASED UPON THE USE OF THE SERVICES FOR A PURPOSE FOR WHICH THE SERVICES WERE NOT INTENDED OR UPON USE OF ANYTHING OTHER THAN THE MOST CURRENT VERSION OF THE SERVICES.
- 9.2 Mutual General Indemnity. Each Party will defend or settle, indemnify and hold harmless the other Party and its Affiliates, subsidiaries, officers, directors, employees and agents (individually and collectively, "**Indemnatee**") from and against any and all third-party claims, actions, damages, losses, liabilities and expenses (of whatever form or nature including, without limitation, expenses and all costs of litigation), whether direct or indirect, alleging damages (each a "**Covered Claim**") (i) to real or personal property or personal injury and caused by the active negligence or willful or intentional misconduct of the indemnifying

Master Security Services Agreement

Party or its Affiliates, officers, directors, employees or agents (individually and collectively, “**Indemnitor**”); (ii) arising out of or relating to Indemnitor’s violation of any Requirements of Law; (iii) with respect to any Third Party Services, arising out of or relating to Client’s failure to obtain the required authorizations or third-party consents, or the adequacy of such consents; or (iv) with respect to Client’s indemnification obligations under this section, arising out of or relating to a Client Indemnitor’s failure to Encrypt Confidential Information or personal information pursuant to Requirements of Law or this Agreement. Client will Encrypt all Confidential Information and Personal Information provided or made available to eSentire under this Agreement. “Covered Claims” exclude any claim alleging damages to the extent caused by the negligence, fraud, or willful misconduct of an Indemnitee or for which eSentire is responsible under Section 9.1.

- 9.3 Procedure. Each Party’s (as “**Indemnitor**”) indemnity obligations under this Section 9 are contingent on the other party promptly notifying the Indemnitor in writing of any claim or threat thereof, promptly tendering to the Indemnitor sole control of the defense and any settlement of such claim, and providing to Indemnitor (at Indemnitor’s cost) any reasonable assistance necessary to such defense or settlement. Indemnitor will not be responsible for any settlement it does not approve in writing (which consent will not unreasonably be withheld).

THIS SECTION 9 SETS FORTH THE PARTIES’ ENTIRE LIABILITY, AND THE PARTIES’ SOLE REMEDIES, IN THE EVENT OF ANY THIRD PARTY IP CLAIMS OR COVERED CLAIMS HEREUNDER.

10. Confidentiality

10.1 The Receiving Party:

- 10.1.1 will not, directly, or indirectly, use or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever except as expressly permitted hereunder or unless and until expressly authorized to do so by the Disclosing Party;
- 10.1.2 will use, disclose, and reproduce the Confidential Information of the Disclosing Party only to the extent necessary to fulfill the Receiving Party’s obligations or exercise its rights under this Agreement;
- 10.1.3 will promptly comply with requests made by the Disclosing Party to delete Confidential Information when such Confidential Information is no longer needed by the Receiving Party to perform its obligations hereunder;
- 10.1.4 will disclose the Confidential Information of the Disclosing Party only to those of its representatives, professional advisors, subcontractors and its Affiliates and their representatives, professional advisors and subcontractors (collectively, “**Representatives**” for purposes of this Section 10) who have a need to know such Confidential Information for the purposes of fulfilling the Receiving Party’s obligations or exercising its rights under this Agreement, and who have assumed obligations of confidentiality equal to or greater than the obligations of the Receiving Party under this Section 10 with respect to the Confidential Information. In all cases, the Receiving Party will be responsible for any (a) loss or theft of, or unauthorized access to the Disclosing Party’s Confidential Information or (b) violation of Requirements of Law applicable to Confidential Information by its Representatives;
- 10.1.5 will use reasonable efforts to treat, and to cause all of its Representatives to treat, the Disclosing Party’s Confidential Information with at least the same degree of care the Receiving Party exercises in protecting its own Confidential Information and, in any event, with no less than a reasonable standard of care; and
- 10.1.6 will be entitled to disclose Confidential Information if such disclosure is required (i) by a court, administrative or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party, a request made by an individual Data Subject, as defined in the General Data Protection Regulation, or (ii) pursuant to an investigation initiated by a regulatory body, other governmental authority or pursuant to court order, provided that the Receiving Party will:
 - 10.1.6.1 give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or response;

Master Security Services Agreement

- 10.1.6.2 take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body;
- 10.1.6.3 in any event, make such disclosure only to the extent so legally required; and
- 10.1.6.4 except as otherwise provided in this Agreement, not use, or disclose to third parties any Confidential Information of the Disclosing Party unless required by law or expressly consented to by the Disclosing Party.

11. Insurance

eSentire will continuously maintain insurance throughout the Term that is sufficient to protect its obligations under this Agreement, but shall in no event be less than as is reasonably acceptable according to industry standard.

12. General Provisions

- 12.1 Interpretation. In this Agreement: (i) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (ii) all usage of the word "including" or the phrase "e.g.," in this Agreement mean "including, without limitation," throughout this Agreement; (iii) all monetary amounts are expressed in United States dollars, unless expressly provided otherwise. Headings and the division of this Agreement into articles and sections are for convenience of reference only and is not intended to and will not affect the interpretation hereof. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions contained in an Order Form, the terms and conditions of the Order Form will take precedence.
- 12.2 No Licenses. Unless otherwise expressly provided in this Agreement, no licenses to any technology, trademarks, or any other Intellectual Property rights of a Party or any third party are granted by virtue of this Agreement.
- 12.3 Force Majeure. With the exception of Client's obligation to make payment hereunder, either Party may be excused for any delay or failure to perform its duties and obligations hereunder to the extent such failure is caused by any circumstances beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, war, sabotage, terrorism, civil or military authority, labor disputes, accidents, power surges or failures, internet connectivity, or the act or omission of any third party (a "Force Majeure Condition"). The Party affected by the Force Majeure Condition will be excused from such performance for a period no longer than the delay or failure in performance caused by the Force Majeure Condition, provided such Party uses (i) industry standard procedures to minimize the disruption caused by and (ii) reasonable efforts to remove the cause(s) of the Force Majeure Condition.
- 12.4 Entire Agreement. This Agreement supersedes and cancels all previous agreements, proposals or representations related to the subject matter.
- 12.5 Assignment. Client will not assign this Agreement without the prior written consent of eSentire. Notwithstanding the foregoing, Client may assign this Agreement without such consent in connection with the transfer or sale of all or substantially all of its stock, assets or business relating to the Services to which this Agreement relates. Client will give eSentire written notice of any such permitted Assignment within 30 days after the closing date of such transfer or sale. Notwithstanding the foregoing, in order for any assignment to be effective, the assignee must (i) agree in writing to be bound by the terms of this Agreement and (ii) demonstrate to eSentire's reasonable satisfaction that it possesses the financial ability to perform Client's obligations hereunder.
- 12.6 Severability. In the event that any provision of this Agreement is found to be illegal, void, or unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of the Agreement will remain in full force and effect.

Master Security Services Agreement

- 12.7 Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither Party has any authority of any kind to bind the other in any respect whatsoever. Neither Party has any right to or will make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other Party's name or on its behalf.
- 12.8 Non-Exclusive Nature of Relationship. Notwithstanding anything to the contrary herein, nothing contained in this Agreement prohibits either Party from entering into a similar arrangement with a third party irrespective of the potential similarity thereof to services which might be provided by eSentire to Client.
- 12.9 No Third Party Beneficiaries; Inurement. There are no third party beneficiaries to this Agreement, except as may otherwise be provided herein. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 12.10 Publicity. Client acknowledges and agrees that eSentire may use Client's name and logo for the purpose of identifying Client as a customer of eSentire.
- 12.11 Survival. Section 2.3 (Ownership and Use of Client Data), Section 2.4 (Freedom to Use Ideas), Section 2.5 (Retention of Rights), Section 8 (Liability Limitations), Section 9 (Indemnities), Section 10 (Confidentiality), Section 12 (General Provisions) and any other provisions which by their nature ought to survive termination of this Agreement will survive the termination of this Agreement.
- 12.12 Notices. All notices, demands, consents, authorizations, approvals and other communications under this Agreement will be in writing and will be deemed to have been duly given (i) if delivered in person, on the date of such delivery; (ii) if sent by facsimile or email, when receipt is electronically confirmed; (iii) if sent by recognized commercial overnight courier, on the delivery date stated in the receipt provided by such courier; and (iv) upon receipt, if sent by certified or registered mail, return receipt requested to the respective Party's address set forth on the Order Form. Either Party may change its address for notice under this Agreement by giving written notice to the other Party by the means set forth in this Section 11.12.
- 12.13 Governing Law and Modification. This Agreement will be governed by and construed in accordance with the laws of the state of New York, without regard to its choice of law provisions. Any action seeking legal or equitable relief arising out of or relating to this Agreement will be brought only in the courts of the state of New York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any changes to this Agreement, or any additional or different terms in Client's purchase orders, acknowledgments or other documents will have no effect and will not supersede the terms of this Agreement. Any modifications or amendments to this Agreement must be in writing and signed by both Parties.
- 12.14 Rights and Remedies. Except as specifically provided in this Agreement, the rights and remedies provided in this Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity, neither asserting a right nor employing a remedy will preclude the concurrent assertion of any other right or employment of any other remedy.
- 12.15 Further Assurances. Each Party will from time to time and at all times do such further acts and execute and deliver such further documents as may be reasonably required in order to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
- 12.16 Non-Solicitation. Client will not solicit for employment, hire, or enter into any independent contractor or other similar relationship with any employee of eSentire who has been involved, directly or indirectly, in the provision of any of the Services hereunder to Client during the immediately preceding 12-month period without the express prior written consent of an authorized eSentire executive. This Section 11.16 will not prohibit Client from hiring an employee of eSentire in response to an employment or contracting advertisement or other general solicitation not specifically targeted at such employee.

Master Security Services Agreement

12.17 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, each of which will be considered one and the same agreement. This Agreement may be delivered by facsimile, email, or other functionally equivalent electronic means of transmission.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and delivered by its duly authorized representative as of the date set forth below.

eSentire, Inc.

County of Inyo

DocuSigned by:
Aran Matier
3F074E3021864F8...
Signature

Signature

Aran Matier
Full Name

Full Name

CLO
Title

Title

January 6, 2025
Date

Date

Approved by eSentire Legal

MM 2025/01/06
Initials & Date

ORDER FORM

This “**Order Form**” is between County of Inyo (the “**Client**”) and eSentire, Inc. (“**eSentire**”), each a “**Party**” and together the “**Parties**” and incorporates by reference and is governed by the Master Security Services Agreement # 00055903 (the “**MSSA**”) between the Parties. Capitalized terms used and not otherwise defined in this Order Form or Service Description(s) have the meaning set forth in the MSSA. The Parties have executed this Order Form on the date of the last signature (the “**Effective Date**”). “**Day**” or “**Days**” means calendar days, unless otherwise specified.

Client acknowledges and agrees to all terms of this Order Form, the MSSA, and the service particulars outlined herein (together, for the purposes of this Order Form, referred to as the “**Agreement**”).

1. TERM AND TERMINATION.

- a. The term of the Services will begin 15 Days from the Effective Date (the “**Service Commencement Date**”) and will continue for 36 consecutive months (“**Initial Term**”).
- b. Upon expiration of the Initial Term, the term of this Order Form will automatically renew for a period of 12 consecutive months (each a “**Renewal Term**”). The Initial Term and any Renewal Term are collectively referred to in this Order Form as the “**Term**.”
- c. If Client wishes to terminate this Order Form at the end of the then-current Term, Client may do so by providing eSentire with written notice of termination at least 60 Days prior to the end of such Term.
- d. The date of expiration of any 12 consecutive month period beginning on the Service Commencement Date will be known as a “**Contract Year**.”

- 2. SERVICE FEES.** All Fees are in USD. Client acknowledges that pricing is based on the Services specified in this Order Form and the attached schedules. Client agrees to execute additional Order Forms to document any material increase to the scope of such Services and acknowledges that additional Fees will apply to any such increases. Additionally, if applicable, Client acknowledges and agrees that additional shipping charges will apply for eSentire Equipment shipped by eSentire to a Client location outside of Canada, United States, United Kingdom or Ireland.

- 3. RENEWAL TERM PRICING.** Upon expiry of the Initial Term, and at each subsequent Renewal Term, eSentire will be entitled to increase the price of the Services. Any such annual increase will not exceed an amount equal to 5%. If a greater increase is required, eSentire will notify Client of same at least 90 Days prior to the commencement of the Renewal Term.

- 4. PAYMENT TERMS.** Fees are exclusive of all Taxes. eSentire will invoice Client for Fees annually in advance and payment is due on receipt.

- 5. SERVICES.** eSentire will provide the following Services at the Fees set forth below:

- 5.1 MANAGED DETECTION AND RESPONSE (“MDR”) SERVICES.** Client acknowledges and agrees to the MDR Service details and applicable Service Descriptions for the Services ordered pursuant to this Order Form found at: <https://www.esentire.com/legal/documents?Service=MDR> (“**MDR Link**”). MDR Services ordered and associated Fees are listed below:

- a. **Endpoint Services – CrowdStrike** as described in the MDR Link above, and further detailed below.

Description	Quantity	Annual Fees
Prevent, Detect & Respond with Overwatch - MSSP	600 Endpoints	\$44,302.50

a. **Network Services** as described in the MDR Link above, and further detailed below.

Description	Quantity	Annual Fees
200 Series Sensor	2	\$16,792.00
Users	20	

b. **Log Services – Sumo Logic** as described in the MDR Link above, and further detailed below.

Description	Hosting Location	Quantity	Annual Fees*
Daily Ingestion Rate (Log – Sumo Logic)	North America	3 GB/Day ¹	\$8,520.00
¹ Should Client’s ingestion usage as a daily average exceed 10% of the daily ingestion quota (measured on an average over one calendar month), notwithstanding any security event (the “ Overage ”), then Client will either (i) take steps to reduce its usage within 30 Days of such Overage, or (ii) move to the next ingestion level as set out in the below table to accommodate its usage for the remainder of the Term.			


***Table 1: Additional Storage Fees for Log Services – Sumo Logic**

Daily Ingestion rate (GB/day)	Annual Fees
5	\$12,600.00
7	\$16,920.00
9	\$20,100.00
12	\$24,600.00
15	\$29,220.00

IN WITNESS WHEREOF, each of the Parties hereto has caused this Order Form to be executed and delivered by its duly authorized representative as of the Effective Date.

eSentire, Inc.

County of Inyo

DocuSigned by:

3F971E3921B64F8...
Signature

Signature

Aran Matier

Full Name

Full Name

CLO

Title

Title

January 6, 2025

Date

Date

Approved by eSentire Legal

MM 2025/01/06

Initials and Date



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-39

Project Management Office Overview, Project Portfolio Review, 2025 Priority Setting, and 2025 Legislative Platform Update

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

Provide feedback and direction to staff as appropriate and related to overall direction, project prioritization, as well as content included within the 2025 Legislative Platform.

BACKGROUND / SUMMARY / JUSTIFICATION:

In January 2024, following the retirement of the Assistant County Administrative Officer the Board approved a restructure of the Administration Department. This restructure created a new division providing Countywide coordination and support for special projects, legislative affairs, strategic funding, and strategic planning efforts. Over the last year, the Project Management Office (PMO) has been working hard to implement new business processes, refine and prioritize the County's project portfolio, support multiple departments in moving numerous important initiatives forward, and support legislative needs at the State and Federal level.

This item will begin with an overview of the PMO, provide background on the core competencies of the team, and describe the business and technical systems used to organize, prioritize, and manage the several hundred projects identified in the work portfolio. Additionally, the team will discuss opportunities for regional collaboration via the Eastern Sierra Council of Governments around significant efforts being undertaken to better safeguard our communities and economy against the threats of climate change and wildfire potential.

PMO staff will then provide a review of 2024 accomplishments, as well as facility, parks, and other projects funded as part of the Fiscal Year 2024-2025 budget, then confirm priority efforts for the remainder of the fiscal year. Further, the team will discuss initiatives which are in need of legislative support and/or will be part of formal funding appropriations requests in 2025. These items will be discussed as part of their inclusion in the draft 2025 Inyo County Legislative Platform which the team plans to bring back for formal adoption by your Board on February 25, 2025.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Should the Board choose to not provide comments or feedback on the elements contained within this item, Staff will move forward with current direction and established priorities, and finalize the 2025 Legislative Platform as presented.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

This item aligns with and supports nearly all aspects of the Inyo County Strategic Plan.

APPROVALS:

Nate Greenberg	Created/Initiated - 2/1/2025
Darcy Israel	Approved - 2/3/2025
Keri Oney	Approved - 2/4/2025
John Vallejo	Approved - 2/4/2025
Amy Shepherd	Approved - 2/4/2025
Nate Greenberg	Final Approval - 2/4/2025

ATTACHMENTS:

1. 2025 Project Management Overview
2. 2025 - Inyo County 2025 Federal Legislative Platform - WORKING DRAFT
3. 2025 Inyo County Strategic Funding Strategy Plan

PROJECT MANAGEMENT OFFICE (PMO)

2025 UPDATE



AGENDA



Project Management Office (PMO) Overview

Core Competencies | Project Execution | Governance

Overall Project Portfolio Review

PMO Efforts | Public Works Efforts | Regional Efforts

2025 Strategic Priority Review

2025 Funding Strategy Review

2025 Legislative Platform & Advocacy Priorities

PMO GOALS



Improve Project Prioritization and Governance

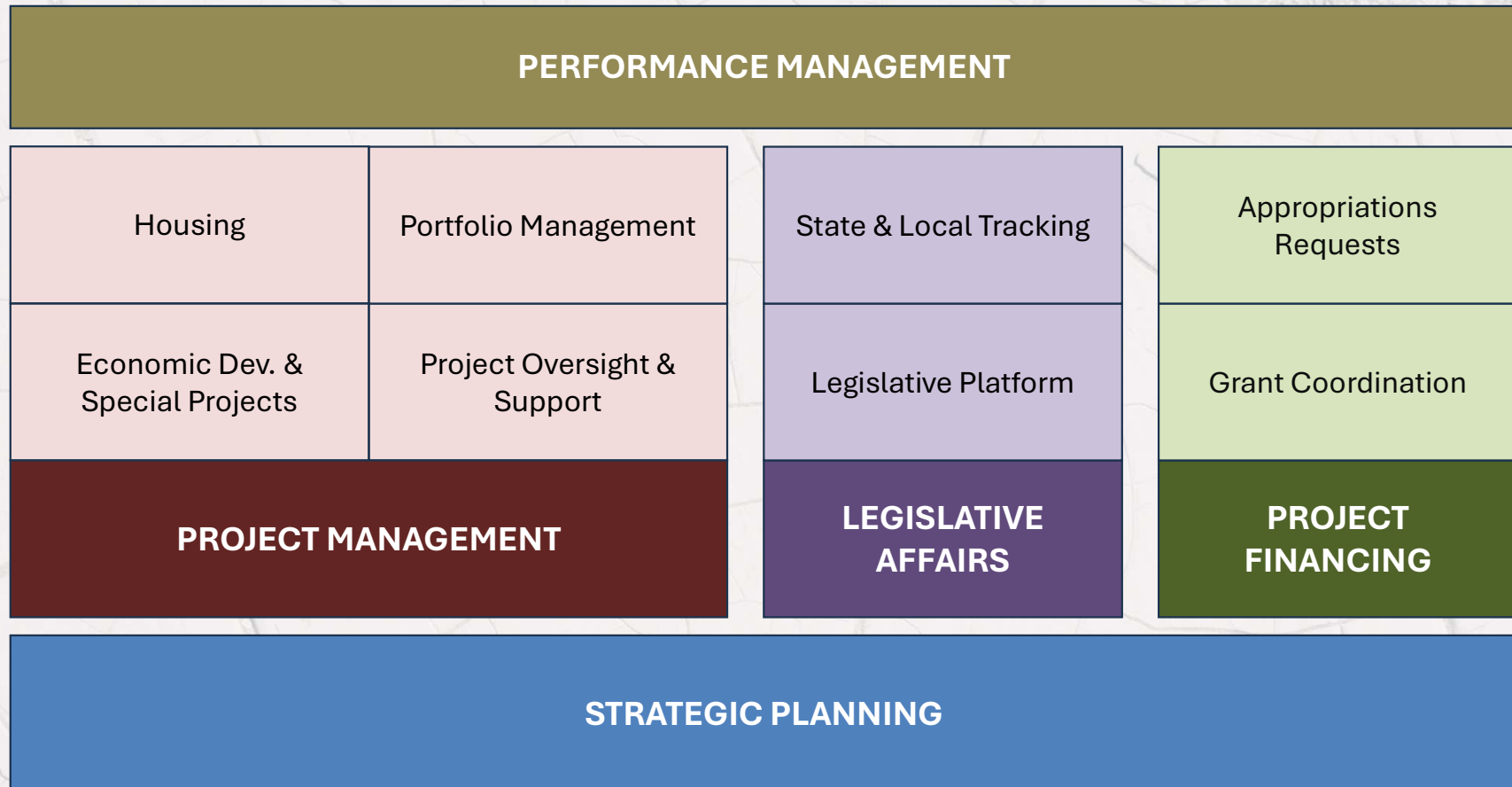
Support Countywide/Multi-Departmental/Special Projects

Lead Strategic Planning Efforts

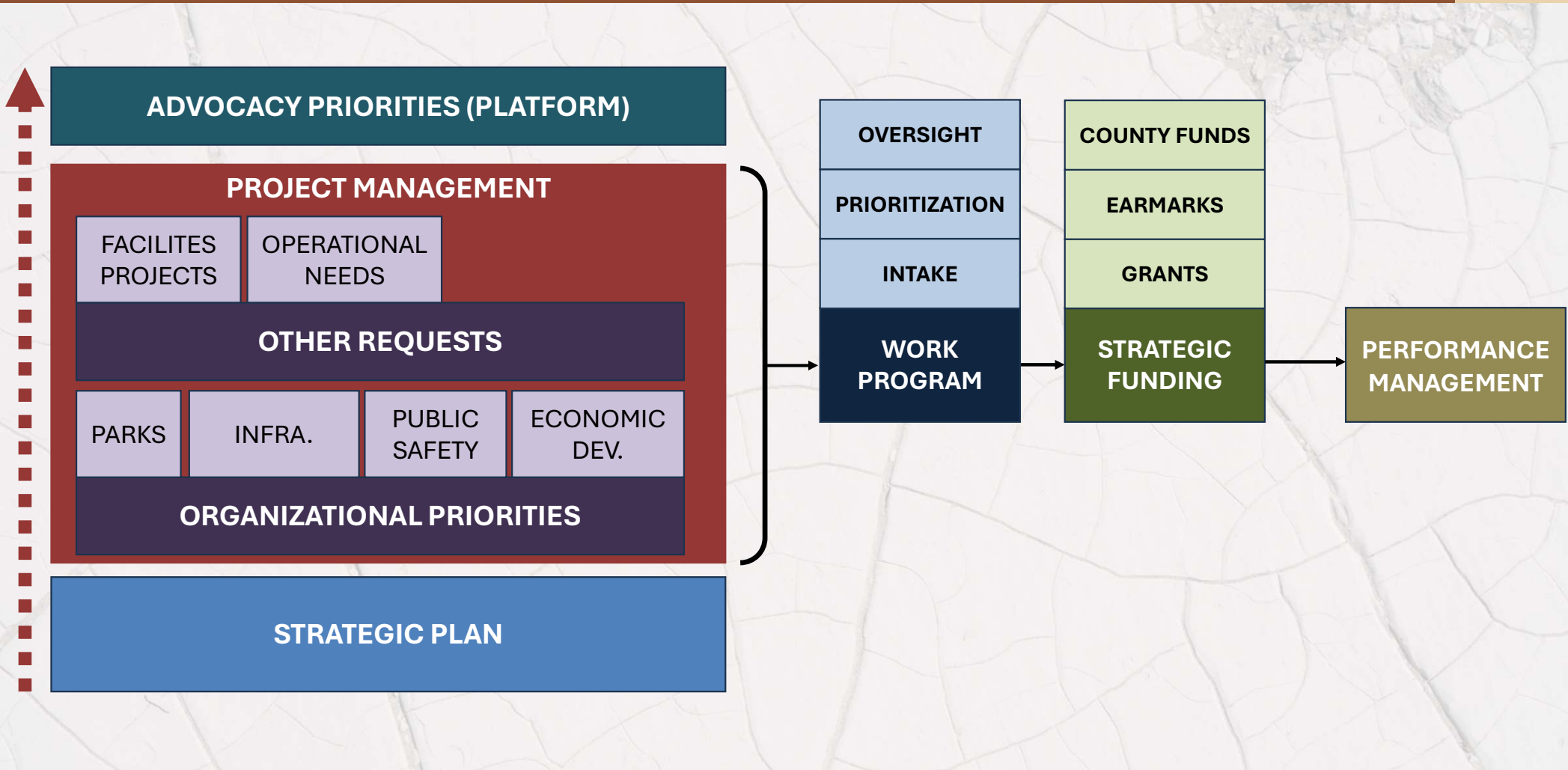
Coordinate Legislative Affairs

Address Strategic Funding Needs

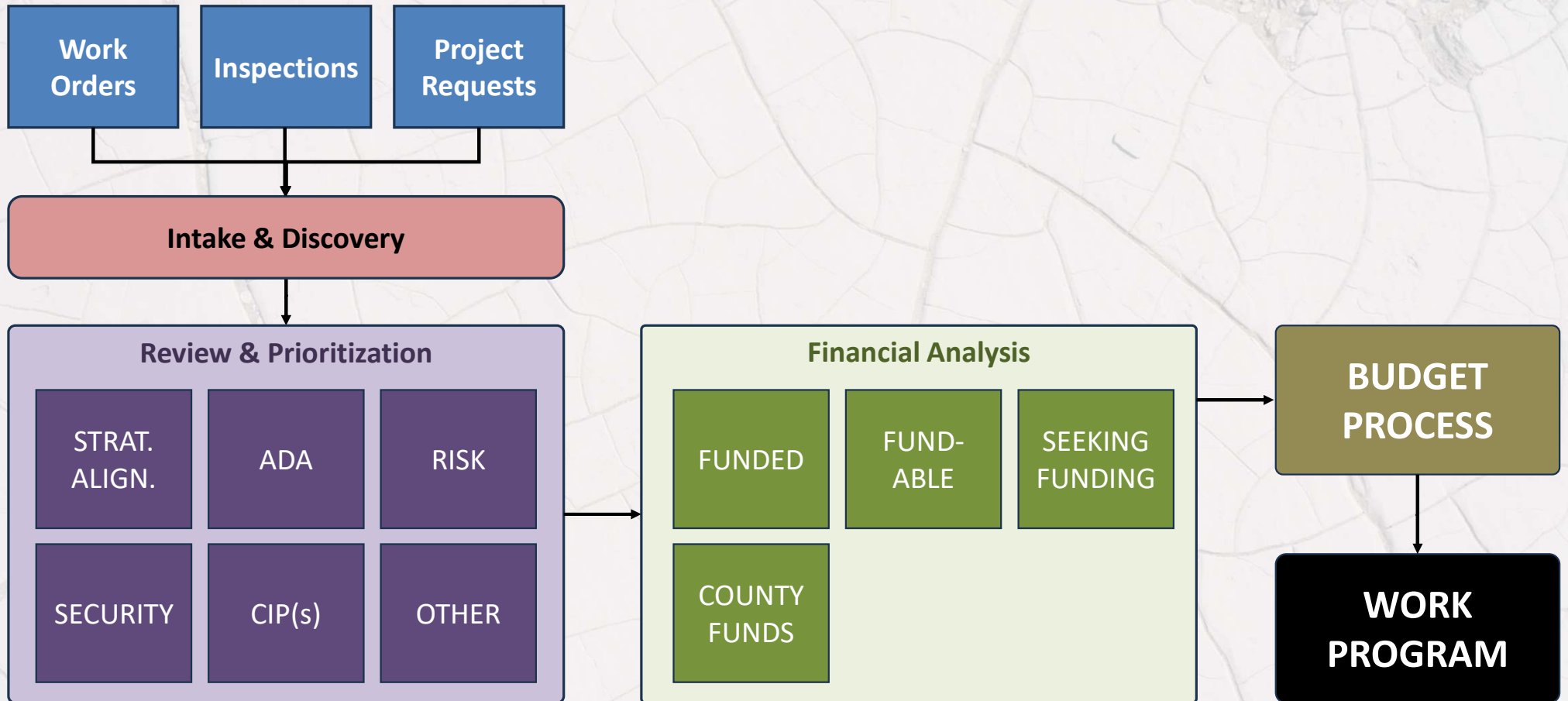
PMO CORE COMPETENCIES



PROJECT EXECUTION MODEL



PROJECT GOVERNANCE





COUNTY OF INYO, CA

2025 County Priorities

Approved by Board of Supervisors on February 25, 2025



COUNTY OF INYO, CA

Board of Supervisors

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ABOUT INYO COUNTY

Inyo County is a land of magnificent natural diversity and unique splendor. Considered a "Frontier County," Inyo is the 2nd largest in California. The 10,227 square miles which comprise the jurisdiction stretch the wide distance from the California/Nevada state line near Death Valley National Park all the way to the spine of the Sierra Nevada. The Owens Valley forms the main north-south corridor along the west side of the County with Highway 395 stretching alongside it. This region is known as the Payahuunadü, or the Land of the Flowing Water, and is home to the Paiute-Shoshone people. Today, a significant portion of the water utilized by the residents in the City of Los Angeles originates from Inyo County and the Owens Valley.

Conveniently located about four hours from the metropolises of Los Angeles, Las Vegas, and Reno, the region is easily accessed via Highway 395 as well as through commercial flights into Bishop Airport. Despite the proximity to major cities, only about 19,000 people call Inyo County home on a year-round basis. Inyo County and the Eastern Sierra region offer a full spectrum of adventure as well as the opportunity to get away from it all. The striking landscape is truly unique. To the west, along the crest of the Sierra Nevada, Mount Whitney towers over the small community of Lone Pine. At 14,500 feet, it is recognized as the highest peak in the lower 48 states. Just a short distance away is Death Valley National Park, which, among other things, is home to Badwater – the lowest point in the U.S. at -282 feet below sea level. The White Mountains are home to the oldest known life forms in the world – the Great Basin Bristlecone Pines – and there are millions of acres of Wilderness designation-protected critical habitat in various locations throughout the County, which is 98% public land.

The County is dotted with historic towns providing professional services and the equipment needed for excursions in this recreation mecca. Whether one is seeking out opportunities for hiking, skiing, climbing, biking, fishing, horse packing, hang gliding, photography, or just sightseeing, the experience will be world-class.

Inyo County was established on March 22, 1866 – formed out of the territory of the unorganized Coso County, which had been created on April 4, 1864, from parts of Mono and Tulare counties. It acquired more territory from Mono County in 1870 and Kern County and San Bernardino County in 1872. Named for the "dwelling place of the great spirit" in the Mono language, Inyo County has been the historic homeland for thousands of years of the Mono Tribe, Coso people, Timbisha, and Kawaiisu Native Americans.

Inyo County has a rich indigenous history, as well as a legacy that also traces its roots to pioneering, mining, railroading, ranching, and farming. Much of this history is not only on display today in museums and cultural centers throughout the County, but in the culture, livelihoods, and family trees of those who call Inyo County home.

2025 Inyo County Strategic Initiatives

View the Inyo County Strategic Plan: <https://bit.ly/InyoStrategicPlan>





LEGISLATIVE PLATFORM PURPOSE

The Inyo County Board of Supervisors recognizes the need to identify and advocate for its legislative and funding priorities in Sacramento and Washington, D.C. To be effective in this mission, the Board is pleased to present its 2025 Legislative Platform.

Inyo County's Legislative Platform is a summary of the priorities of the organization, supported by the Board of Supervisors, and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California regarding legislation and regulation.

Updated annually, the Platform contains general principles held by the County of Inyo as well as the County's definitive stance on critical issues (especially as they relate to rural counties) and, in some cases, specific proposals, programs, and pieces of legislation. The document is structured to proactively frame sponsorship, support, and advocacy regarding key legislative and regulatory priorities while also monitoring numerous bills.

In recent years, the Platform has been distributed to Inyo County's state and federal delegations to make legislators aware of our local, rural issues so they may better lobby for our interests. It also provides general direction to the County Administrator's Office and County departments, and the public on positions of support or opposition to key policy initiatives which impact the way the County does business. Adoption of this document also allows each Board member the flexibility to take the position identified in the document, on behalf of the Board, without waiting for a full vote of the Board. Conversely, when confronted with an issue that is not listed in this document, that issue will need Board approval before an Inyo County position may be presented in a letter or other form of advocacy.

While the Platform explicitly states the County's position on numerous programs, proposals, principles, and pieces of legislation, it also offers implicit guidance for responding to related issues. If the County takes a support position on an issue, it holds true that the County therefore also opposes issues that conflict with the underlying principles and goals of the original position of support. For example, the Platform states that the County will oppose legislation that would diminish local authority over commercial cannabis regulation. Conversely, this means the County would then support legislation to increase local authority over commercial cannabis regulation.

Updates to this year's Platform have been made in consultation with department heads, other key staff, and the Board of Supervisors.

The Platform is adopted annually but can be updated at any time throughout the year by action of the Board.



2025 INYO COUNTY ADVOCACY PRIORITIES



Public Lands Counties Funding Challenges

Support long-term reauthorization, reconsideration of funding formula, and full funding for the Payment-In-Lieu-Taxes (PILT) and Secure Rural Schools (SRS) programs and expand the scope and support for programs by which local governments are reimbursed for the cost of providing services to property tax-exempt federal lands.

Specific priorities include:

- Recalculate PILT or develop an additional funding stream that is not based on historical timber extraction, but recognizes the current financial impacts of tourism and the cost of providing services to visitors of public lands counties



Sustainable Recreation and Gateway Communities

Support coordinated, multi-jurisdictional land management and regional planning efforts with federal partners. Support funding for sustainable recreation; visitor services and related infrastructure; County Road maintenance within federal and state lands; utility infrastructure; waste reduction; and other measures to mitigate impacts to Inyo County communities.

Some specific initiatives include:

- Investments and upgrades to Inyo County parks and campgrounds—regardless of land tenure issues or holdover lease status
- Locality pay equality for federal staff that recognizes the expense of living in the Eastern Sierra
- Support for the Sustainable Recreation and Ecosystem Management Program and other activities sponsored by the Eastern Sierra Council of Governments



Infrastructure Investments

Support legislation to provide funding for constructing, repairing, upgrading, and maintaining water and wastewater infrastructure serving Inyo County residents. Seek out and support thoughtful updates to road funding programs considering gas tax impacts. Continue support for alternative fuel and electrification infrastructure needs. Further investments to ensure climate resiliency for all infrastructure.

Some specific projects include:

- Lone Pine Water System Replacement Project
- Bishop Airport Water Line Extension

- Wastewater System for the City of Bishop, Eastern Sierra CSD, and Bishop Paiute Tribe



Emergency Preparedness and Disaster Response

Protect and enhance federal participation from FEMA (and CalOES) of local response activities required to ensure public safety during emergency events. Support efforts to improve disaster preparedness including preparation for extreme heat events, wildfire events, winter storm and flooding events, earthquakes, and other emergencies. Support programs that identify and assist vulnerable populations with emergency readiness, evacuation planning, and shelter access, including accessible cooling and filtered shelters during excessive heat and unhealthy air events.

Some specific projects include:

- Lone Pine Creek Diversion
- County Cooling Centers, Shelters, and Backup Generators



Emergency Medical Services

High overhead costs, low call volumes, payor mix challenges, inadequate reimbursement, and a decline in local volunteerism have combined to create a crisis in rural EMS services. The isolated frontier nature of Inyo County, including long travel distances and limited local services, increases costs beyond those experienced by typical rural communities. Further complicating the matter are the 2 million-plus visitors coming into or passing through Inyo County who often require these services.

Some solutions include:

- Enhanced reimbursement for rural EMS services in Medicare and Medicaid programs
- Grant programs and base funding specifically for rural/frontier EMS services



Fire Prevention and Protection

Support programs, regulations, legislation, and funding at the state and federal levels that enhance fire prevention efforts and reduce hazardous fuels on public land. Support efforts to reward home-hardening and wildfire mitigations taken by homeowners. Support funding for the County's small, local and volunteer fire districts.

Some specific projects include:

- Funding for water system infrastructure improvements for fire defense, especially within the Wildland Urban Interface (WUI).
- Upgrading water sources and capacity to meet flow rates adequate for fire suppression.



THRIVING COMMUNITIES

Support Inyo County communities through infrastructure investments, effective service delivery, and thoughtful planning.

Inyo County’s position is unique. As the second largest county in California, more than 98% of the land base is owned and managed as public land which does not allow for residential or commercial development. The County must therefore creatively approach how it addresses critical infrastructure needs as it seeks to serve a small population spread across more than 10,000 square miles. Given the significant resources available from the federal government related to infrastructure, Inyo County must continue to engage with its federal representatives, relevant agencies, and local stakeholders to position itself for success. The County looks to expand its role in discussions related to upcoming infrastructure legislation, with the goal of increasing access to, and the receipt of, federal and state funds.

Inyo County’s legislative platform seeks support for Thriving Communities through federal and state infrastructure investments, effective delivery of key community services, and thoughtful, locally driven planning and land use policy.

HIGHEST AND BEST USE OF LIMITED PRIVATE LAND

Isolated Communities

- Advocate in support of programs that can benefit isolated frontier communities and provide means for supplemental investments into these communities.
- Advocate for a frontier designation that recognizes the unique challenges of these communities.

Land Tenure Challenges

- Seek out legislative changes which recognize the unique challenges with land tenure faced by Inyo County, in particular operating in a holdover status on lease agreements.

IMPROVED HOUSING OPPORTUNITIES

Workforce Housing

- Advocate for policies and funding opportunities to support the creation of workforce housing for the “missing middle.”

Housing for Vulnerable Residents

- Support policy and regulatory changes that promote access to state and federal housing funds for rural areas.
- Remove barriers in planning processes, regulatory frameworks, and funding programs that make it more difficult for low-resource rural and frontier areas to access state and federal housing funds.

ENHANCED HEALTH, SOCIAL, AND SENIOR SERVICES

Health Care and Behavioral Health Access

- Support programs that improve access to health services in rural areas, including emergency services, rural and community health clinics, medical and non-medical transportation, behavioral health services, and hospital facilities.

Youth

- Pursue federal funding to better allow the County to meet the needs of its young people and provide them opportunities to excel outside of the classroom.

Seniors

- Support programs and seek funding for services that assist the County’s aging population.

Veterans

- Work with the Department of Veterans Affairs to increase access to veterans health centers, veterans housing, and other critical veterans services.

QUALITY PARKS AND RECREATION

Funding for Facility Improvements

- Support funding and programs for the construction and enhancement of community facilities such as parks, campgrounds, libraries, and museums.

Playing Fields and Parks

- Invest in sports and recreation facilities, including parks, rec centers, and playing fields, as a strategy to get youth outdoors.

TECHNOLOGY AND INFRASTRUCTURE IMPROVEMENTS

Water and Wastewater

- Pursue funding for water projects of significant value to the County, especially those related to clean drinking water and wastewater infrastructure.

Broadband

- Support broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.

Community Centers

- Support funding for improved community center infrastructure, including redundant power, heating, cooling, and other emergency response and sheltering essentials

General Infrastructure

- Seek out funding to support the maintenance and replacement of dilapidated and failing critical infrastructure.

ENHANCED TRANSPORTATION SERVICES

Airports

- Advocate for funding that will allow the County to develop and expand commercial and general aviation infrastructure that supports communities and spurs economic development.

Ground Transportation

- Support the development of public ground transportation throughout the County, serving residents as well as visitors and tourists.

COMMUNITY REVITALIZATION THROUGH EFFECTIVE PLANNING

Environmental Review and Project Delivery

- Advocate for the streamlining of environmental review processes to make the delivery of the County's priority infrastructure projects more timely and efficient.

Downtown Revitalization

- Advocate for programs and funding that revitalize rural towns through support of small businesses.

CLIMATE RESILIENCE AND NATURAL RESOURCE PROTECTION

Natural Resources

- Support legislation that protects and enhances rural counties' natural resources as well as recreational infrastructure, without harming the landscape or the economy that relies on access to public lands.

Wildfire Prevention, Mitigation, and Protection

- Support realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, state, and private lands.

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ECONOMIC ENHANCEMENT

Engage in activities which encourage economic growth for existing industries and promote business and workforce resilience.

A diverse and vibrant local economy is central to the long-term growth of Inyo County. The County relies on its small businesses to provide services to the millions of visitors who come to hike Death Valley and climb Mount Whitney, while also making sure its residents continue to have employment opportunities and have access to all their daily needs. Support for these small businesses is paramount to Inyo County's economic growth, as is its pursuit of support from the Economic Development Administration to develop a diverse and resilient economy within the County and the Eastern Sierra region.

Inyo County's legislative platform seeks support for Economic Enhancement through investments which encourage economic growth for existing industries and promote business and workforce resilience.

BUSINESS, ORGANIZATIONS, AND WORKFORCE

Small Business

- Support programs and activities that provide assistance to small businesses and promote entrepreneurship.

Agriculture

- Support legislation that would expand agriculture programs, with specific interest in increasing access for rural communities with significant public land holdings to develop and utilize sustainable agricultural practices and grow a self-sustainable agricultural industry.

SUSTAINABLE RECREATION INITIATIVES

Tourist Economy and Gateway Communities

- Advocate for funding that would make the County's tourism and recreation economy more resilient and robust, including those that increase access to public lands.

COLLABORATIVE REGIONAL ECONOMIC DEVELOPMENT

Public Lands Funding

- Advocate for the creation of a new federal program that would provide funding to communities with significant public lands and reliance on those lands for tourism and recreation economies.

Land Management Agencies

- Engage with the Department of Interior, the Bureau of Land Management, and the USDA Forest Service to better manage public lands in cooperative partnerships.

Property Tax Mitigation

- Oppose activities of the federal, state, and other localities' governments to acquire and transfer private lands to public ownership without mitigation for loss of local property tax revenue.



HIGH QUALITY SERVICES

Deliver relevant and high-value County government services which are responsive to community needs and prioritize a thriving workplace for staff.

With approximately 2% of land in Inyo County available for economic or residential development coupled with having the seventh lowest population in the State, the County's ability to collect revenue through traditional means (such as property tax) is greatly limited. To further complicate matters, more than 2 million visitors traverse the County each year as they visit Death Valley, Mt. Whitney, Mammoth Lakes, Yosemite, and other natural attractions throughout the area. All these factors play a significant role in the County's ability to provide government services on which residents and visitors rely. While the County is fiscally stable and effectively manages its limited financial resources, the pursuit and utilization of federal and state dollars as well as grant funds is critical to the overall health, wellness, and quality of life in Inyo County communities.

Inyo County's legislative platform seeks support for the delivery of relevant and High Quality Services which are responsive to community needs and prioritize a thriving County workforce.

GOVERNMENT EFFICIENCY AND HIGH-QUALITY SERVICES

Payment In Lieu Of Taxes (PILT)

- Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.

Tribal Nations

- Support programs and pursue funding that benefits local Tribal Nations and allows the County to better engage those communities, promote sustainable agricultural practices, and grow a self-sustainable agricultural industry.

ACCESS TO GOVERNMENT AND IMPROVED COUNTY FACILITIES

- Support efforts to improve the delivery of services and make government more accountable to the people of Inyo County.
- Provide funding to rural counties to ensure that community-facing County services and facilities are adequate and comparable to those available in higher population areas.

PUBLIC SAFETY AND EMERGENCY RESPONSE

Law Enforcement

- Support funding for public safety, including search and rescue activities, law enforcement communications, and public safety equipment.

Fire Response Infrastructure

- Pursue funding and legislative changes that improve the ability for volunteer fire departments and emergency responders to operate effectively and serve residents of the County.

Emergency Medical Services

- Seek funding and other mechanisms which support the provision of Basic Life Support (BLS) and Advanced Life Support (ALS) services, as well as funding for Emergency Medical Services (EMS) facility and equipment needs.



2025 INYO COUNTY POLICY AREAS

- ➔ Agriculture/Weights and Measures
- ➔ Cannabis/Hemp
- ➔ Child Support
- ➔ Elections
- ➔ Solid Waste and Landfills
- ➔ General Government
- ➔ Labor Relations and Employee Benefits
- ➔ Health and Human Services
- ➔ Transportation
- ➔ Public Works and Infrastructure
- ➔ Natural Resources, Environment, Land Use, and Planning
- ➔ Economic Development
- ➔ Public Safety and Emergency Response
- ➔ Tribal and Intergovernmental Relations
- ➔ Veterans' Services
- ➔ Wildfire
- ➔ Rural Communities
- ➔ Los Angeles Department of Water and Power



AGRICULTURE/WEIGHTS AND MEASURES

- Support full cost recovery for new agricultural, weights and measures, and pesticide enforcement state programs or mandates.
- Support continued and enhanced funding of invasive species programs through legislation and/or appropriations.
- Support federal and state legislation and resources that would provide stable funding for Weed Management Areas for control on harmful non-native or invasive weed species.
- Support continued funding of US Forest Service biomass fuel production programs.
- Support authority for USDA to set up cooperative agreements with states for pest exclusion programs.
- Support control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands and wildfire prevention.
- Support efforts to provide and protect local authority for device registration fees.
- Oppose efforts by state agencies to usurp Agricultural Commissioner's permitting authority for the application of pesticides.
- Oppose efforts to ban the use of rodenticide for agricultural and public health purposes in California.
- Support revisions to the National Pollutant Discharge Elimination System regulations that eliminate regulatory and application form inconsistencies; improve permit documentation, transparency and oversight; clarifying existing regulations; and remove outdated provisions.
- Support budgetary efforts to restore and maintain funding for agricultural border stations.
- Monitor legislation related to backfilling gas tax funding as the state transitions to electric vehicles.
- Support legislation that would exclusively provide resource conservation funding for small rural counties.
- Support legislation that would expand agriculture programs, with specific interest in increasing access for rural communities with significant public land holdings.

- Advocate for increased protections for local farmers, including the prevention of the importation of certain agricultural goods, and increase funding for the development of alternative pesticide products.
- Seek funding and support legislation that would allow the County to develop and utilize sustainable agricultural practices and grow a self-sustainable agricultural industry in Inyo County.
- Advocate for changes to the federal classification of cannabis and cannabis-based products, and better protection of the local cannabis industry.



CANNABIS/HEMP

1. Oppose legislation that would diminish local authority over commercial cannabis regulation.
2. Oppose legislation creating local mandates or programs that don not provide 100% funding and resources for any additional regulatory activities to be carried out by the Agriculture Department, impair local authority, fail to provide adequate security for staff, or create interference between cannabis regulations and existing authorities granted to Commissioners/Sealers.



CHILD SUPPORT

1. Support legislation that would protect existing state and federal funding for local child support programs.
2. Support policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. Support legislation that would improve child support enforcement for tribal support agencies.
4. Oppose any recommendations that would reduce federal financial participation in child support programs.
5. Oppose efforts to delay the implementation of the Internal Revenue Service's third-party payment application reporting requirements.



ELECTIONS

1. Support legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
2. Support legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
3. Support efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
4. Support legislation that would authorize federal and state governments to assist counties in the purchase of voting equipment and technology.
5. Support legislation that provides the option for rural counties to conduct elections via "Vote by Mail" while also enfranchising rural voters.



SOLID WASTE AND LANDFILLS

1. Support the continued exemption of rural counties from Organics Recycling Mandates.
2. Support legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
3. Support legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.



GENERAL GOVERNMENT

1. Oppose legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
2. Oppose legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
3. Support legislation that reduces state and federal regulations that impede or increase the cost of the delivery of services by local governments and special districts.
4. Monitor closely any legislative efforts/initiatives regarding reform of the state budget process.
5. Oppose legislation that is unduly burdensome to private industry.
6. Support protection of funding discretion and use bond funds.
7. Oppose legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff's Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. (Added by Board Order 8-20-13)
8. Oppose legislation that increases the County's exposure to litigation.
9. Support legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
10. Support expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
11. Support legislation that provides additional State Park funding to rural counties.
12. Support continued funding of programs that would improve cybersecurity and cloud-based security programs for local governments.
13. Pursue funding for County cybersecurity initiatives that would protect critical local infrastructure and utility systems.
14. Support full funding of the Public Library Fund in future state budgets.



LABOR RELATIONS AND EMPLOYEE BENEFITS

1. Support collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
2. Oppose legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
3. Support legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).



HEALTH AND HUMAN SERVICES

1. Support streamlining Medicaid reimbursement in jail settings.
2. Support efforts to protect County Medical Services Program (CMSP) funding, minimize county participation fees, and sustain reasonable provider reimbursement rates.
3. Support efforts to simplify Medi-Cal enrollment for participants and providers, including medical providers in border states (i.e., AZ, NV, OR).
4. Support efforts to continue or establish new Section 1115 Medicaid waivers (e.g., CalAIM) that promote whole-person care, reduce health disparities, and/or provide other innovative approaches to improve healthcare services for the Medi-Cal population.
5. Support parity between behavioral health and physical health funding.
6. Support efforts to increase and sustain the behavioral health workforce.
7. Support legislation to divert persons with mental illness from the criminal justice system.
8. Support efforts that fund suicide prevention.
9. Support legislation that funds additional behavioral health residential treatment facilities for individuals who are deemed gravely disabled.
10. Support funding to adequately staff local public health agencies.
11. Support initiatives to expand access to dental health services for low-income populations.
12. Support legislation to prevent or reduce tobacco use and its health/economic impacts.
13. Support streamlined funding and programming for California Children's Services (CCS).
14. Support efforts to reform the In-Home Supportive Services program in ways that reduce fiscal and administrative impacts and risks of fraud.
15. Support initiatives to reduce homelessness by expanding affordable housing and supportive services.
16. Support funding for transitional and permanent housing capacity.
17. Support funding increases for Adult Protective Services and other programs for the aging population.



18. Support legislation to fully fund Continuum of Care Reform (CCR) requirements and other services that protect the physical, emotional, and mental health of children and youth; promote their educational development; and ensure the availability of supportive services for juveniles.
19. Support funding flexibility and blended funding across human service programs.
20. Support efforts to streamline state administrative oversight and reduce administrative costs to counties.
21. Support regionalized administrative tasks for small counties.
22. Support legislation that streamlines recruitment of qualified staff.
23. Support legislative changes to attract and retain qualified EMS volunteers.
24. Support legislation that ensures the financial feasibility of Emergency Medical Services in rural communities.
25. Support legislation to adequately fund Emergency Services Function 6 (Mass Care, Emergency Assistance, Temporary Housing, and Human Services) at the local level.
26. Support and advocate for base allocation formulas for new funding targeting small counties.
27. Support and advocate for equitable funding for health and human services programs in rural areas.
28. Oppose reforms that limit or discontinue health care coverage.
29. Oppose disincentives for Medi-Cal enrollment/utilization, like co-payments and premiums.
30. Oppose reductions in Medi-Cal Administrative Activities/Targeted Case Management reimbursements.
31. Oppose funding reductions for public health emergency preparedness.
32. Oppose unfunded state mandates for increased benefits or salaries in the In-Home Supportive Services (IHSS) program.
33. Oppose legislative changes to the Maintenance of Effort (MOE) for the In-Home Supportive Services program that result in higher county costs.
34. Oppose efforts to reform services under the Older American's Act that result in reduced service levels or increased county costs.
35. Oppose efforts that negatively impact the County's health and human services realignment funds.



TRANSPORTATION

1. Support transportation funding legislation that:
 - Provides revenues without affecting funding sources of other County projects;
 - Continues federal funding efforts for local transportation projects;
 - Reaffirms and continues state responsibility for highway financing;
 - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
 - Supports and encourages the use and development of transit facilities and infrastructure.
2. Support any legislative efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training, and emergency medical and hospital training.
3. Support state legislators' efforts to address identified state highway safety needs in our communities.
4. Support legislation that enhances counties' ability to designate appropriate uses of county roads.
5. Support state and federal legislation efforts that benefit our local airports.
6. Oppose the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
7. Support legislation that provides funding opportunities to coordinate transportation plans with the County's General Plan.
8. Support legislation that provides funding to sustain and expand the region's public transit system.
9. Support legislation that supports interregional and intercity bus lines that connect with the County's transit system.
10. Support reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.

11. Support legislation that clarifies and/or preserves local authority to protect public roads.
12. Oppose a one-size-fits -all greenhouse gas emissions and vehicle miles traveled reduction policy that hamstrings a rural county's ability to improve safety for residents and visitors.
13. Support CalSTA's stated action as a part of the CAPTI 2025 update to better account for the low VMT impact of rural projects in VMT analysis and mitigation guidance.

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PUBLIC WORKS AND INFRASTRUCTURE

1. Oppose legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works contract.
2. Pursue funding for local parks, campgrounds, community centers, museums, libraries, and other community-facing infrastructure, including those that double as shelters and/or heating and cooling centers during extreme weather events.
3. Engage with the state and federal government to ensure Inyo County has access to reliable electric and power utilities, particularly in relation to grid resiliency from extreme weather events.
4. Seek funding and support programs that provide electric and power utility services to communities in a cost-efficient manner.
5. Push for policies that reinforce critical infrastructure, such as power lines, water systems, and transportation networks, to withstand natural disaster events and ensure continuity of essential services during and after disasters.



NATURAL RESOURCES, ENVIRONMENT, LAND USE, AND PLANNING

1. Support legislation to provide funding for programs to protect lakes, creeks, and river parkways and groundwater basins, and restore damaged river habitat and fisheries.
2. Monitor federal or state activities limiting public access to public lands.
3. Support federal funding proposals that enhance the County's ability to acquire federal and state funding for the purpose of managing watersheds et al.
4. Support legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with state and federal agencies.
5. Oppose any legislation which eliminates or diminishes the requirement for federal and state land use agencies to coordinate with local government on decisions affecting local jurisdictions.
6. Support legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
7. Support efforts by federal and state government to support homeowners impacted by insurance rate hikes, cancellations, and non-renewals.
8. Monitor efforts by federal and state government to increase fees for and reduce and/or eliminate fire protection services on public lands.
9. Support legislation that protects local jurisdictions that aggressively address mussel infestation in water systems from liability.
10. Oppose any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
11. Support state's Renewable Energy Portfolio Standard being re-calculated to include rooftop solar.
12. Oppose legislation that makes California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) requirements more burdensome and provides for less public notification in the county where the projects are located.
13. Support legislation that recognizes, funds, and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
14. Support increased funding for public land management agencies to address deferred maintenance in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies.

15. Support legislation to remove state tax exemptions for solar energy development facilities.
16. Support and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.
17. Oppose legislation that minimizes and/or eliminates local control over land use decisions.
18. Support legislative efforts to enable local governments, utilities, energy developers, California Native American Tribal governments, affected landowners, and members of the public to actively participate in the renewable energy and utility corridor planning processes.
19. Support legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
20. Oppose legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
21. Oppose legislation which limits or reduces the authority of counties decisions affecting the plans and policies of local jurisdictions.
22. Support legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
23. Support legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
24. Support legislation that provides funding opportunities to local jurisdictions to implement state General Plan requirements.
25. Oppose legislation that would hinder, because of mandated redactions or any other alterations of recorded documents, a private citizen's ability to establish ownership of real property or conduct private or commercial business operations.
26. Oppose legislation that removes or restricts local governments' discretion over the placement of wireless structures and/or prevents local governments from negotiating either rates or improved broadband services as a condition of a "small cell" permit.
27. Pursue funding for water cleanup projects, natural resource preservation, and water resource management.
28. Seek funding that would improve water quality in Bishop Creek and surrounding areas.



ECONOMIC DEVELOPMENT

1. Support programs and activities that provide assistance to small businesses and promote entrepreneurship.
2. Advocate for the reauthorization of Opportunity Zones in upcoming federal tax legislation and ensure that the reauthorized program better benefits rural and isolated communities.
3. Advocate for legislation that expands the ability of Inyo County's small businesses to engage with the state and federal governments and benefit from economic development initiatives.
4. Advocate for more equitable distribution of sales taxes for goods purchased online to specifically support the level at the "point of sale" instead of the "point of distribution," allowing the County to receive the sales taxes from goods purchased online and shipped into the County.
5. Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.



PUBLIC SAFETY AND EMERGENCY RESPONSE

1. Support legislation that maximizes county discretion in developing programs for juveniles.
2. Support legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. Support federal and state funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
4. Support legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of law enforcement facilities and vehicles.
5. Oppose any changes in the state criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. Support legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
7. Support efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
8. Support federal and state funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
9. Support full state funding of any new pre-trial release and supervision requirements related to bail system reform efforts.
10. Support legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
11. Support legislation and policies to expand and enhance evidence-based programs available to clients.
12. Support legislation and policies that will allow for continued investment in community corrections training.
13. Support legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.

14. Support legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
15. Support legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
16. Support legislation and policies to preserve and provide resources at the federal, state, and local level for effective community supervision practices.
17. Support legislation that enhances educational programs for adult and juvenile offenders.
18. Support legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
19. Support legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.
20. Oppose efforts by federal and state government to adversely impact the ability of volunteer fire departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified Emergency Medical Technicians.
21. Support full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
22. Oppose any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
23. Support state tax relief for those individuals and businesses who have losses due to disaster.
24. Advocate for programs that support local law enforcement, including the expansion of program eligibility guidelines to better serve rural and isolated communities.
25. Support and seek funding for projects and programs that support emergency and disaster preparedness, response, and management.



TRIBAL AND INTERGOVERNMENTAL RELATIONS

- Support the following goals for County-Tribal intergovernmental relations:
 - facilitate intergovernmental agreements,
 - develop mechanisms to mitigate the off-reservation impacts of Tribal developments on local government services and the environment,
 - promote best practices and models of successful Tribal-County relationships.
- Support the promotion and development of positive working relationships between the County and local Tribes to the mutual benefit of both parties and the communities they respectively serve.
- Support legislation or policy that provides for or recognizes enforceable agreements between Tribes and local governments concerning the mitigation of off-reservation impacts of development on Tribal land.
- Oppose any federal or state limitation on the ability of Tribes, counties, and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by Tribal and local governments.



VETERANS' SERVICES

1. Support legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
2. Support legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. Support the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
4. Support coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.



WILDFIRE

1. Support legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.
2. Support realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on tribal, federal, state, and private lands.
3. Engage with the Department of Interior, Department of Agriculture, the Federal Emergency Management Agency, and state agencies to undertake wildfire prevention and preparedness measures, including funding for local fuel management and fire resiliency efforts.
4. Pursue funding for fuel mitigation efforts, including those that safely gather and burn/utilize biomass, and expanded Good Neighbor Authorities and other cooperative agreements for forest management/ecosystem health.
5. Support legislation that reforms wildfire suppression funding, prevents “fire transfers” within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
6. Advocate for legislative efforts that ensure fair compensation and comprehensive benefits for firefighters, including enhanced mental health counseling, recognizing the increasing demands and risks associated with wildfire suppression and prevention.
7. Support initiatives that fund and expand community-based education programs, workshops, and training sessions focused on wildfire preparedness, evacuation planning, and personal responsibility in reducing fire risk.
8. Support reforms that ensure homeowners and businesses in fire-prone areas can access affordable insurance coverage, including state-backed insurance pools or subsidies for high-risk areas.
9. Support training programs and workforce development initiatives that prepare individuals for careers in fire management, forestry, and land management, particularly targeting rural and underrepresented communities.
10. Ensure that wildfire mitigation strategies are incorporated into broader climate adaptation and resilience planning, recognizing the interplay between climate change and increasing wildfire frequency and intensity.



RURAL COMMUNITIES

1. Advocate for improved specificity in the definition of “rural” and “frontier” communities, so that isolated communities such as Inyo County are better able to access funding set aside for rural and frontier communities.
2. Advocate for the reauthorization of the Payment in Lieu of Taxes (PILT) program and increased compensation for publicly owned lands.
3. Advocate for the reauthorization of the Secure Rural Schools (SRS) program and increased financial compensation for lands that were previously used for timber production, grazing, and other special uses.
4. Advocate for increased locality pay rates for Inyo County so that agencies may better attract and retain land management employees and other federal workers.
5. Support legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.



LOS ANGELES DEPARTMENT OF WATER AND POWER

1. Support initiatives that would encourage, incentivize or require the Los Angeles Department of Water and Power to divest of land in and around Inyo County communities that have no bearing on watershed management.
2. Oppose changes to Los Angeles Department of Water and Power rules that no longer allow for businesses on leased land to be sold, thereby depriving small business owners of their livelihoods and retirements, and depriving Inyo County communities of desperately needed services.



Inyo County, CA

2025 Strategic Funding Plan

December 2024

2025 Funding Strategy for the County of Inyo, CA

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Introduction

Successfully competing for highly sought-after grants requires advanced preparation and planning to strategically identify priority projects and align them with appropriate funding opportunity requirements. Inyo County's Strategic Funding Plan (SFP) is a comprehensive analysis of County funding priorities and projects identified in its Strategic Plan as of June 2024. TFG grant experts have matched the projects or needs with potential funding programs based on information within the Strategic Plan and supplemental meetings. This Strategy is a starting point to help Inyo County in proactively positioning itself and prepare for upcoming grants that align with its priority needs ahead of time.

Strategic Funding Plan Process

Inyo County is seeking to pursue competitive federal and state grants to support County wide priority projects. Effectively competing for discretionary grants requires strategically targeting well defined projects while developing and preparing competitive grant applications in a 12 to 18-month window.

As a first step in developing a targeted strategy, TFG was granted access to the Inyo County Strategic Plan and received a list of 47 projects for funding consideration. Upon review of these projects, TFG met with staff from Public Works, Office of Emergency Services (OES), and the County Administrators' Office (CAO) to dig into specific projects that were deemed high priority by the County in their Strategic Plan. These discussions allowed the TFG team to whittle down potential funding avenues to support the County's projects and begin making recommendations and advising the County on the next steps to grant seeking. Of the 47 projects in total, TFG identified five projects that had a higher likelihood of aligning with federal or state funding opportunities. The resulting [spreadsheet](#) captures the County's project prioritization and provides insight into TFG's evaluation of possible federal and state funding opportunities that support high ranking projects. As conversations with the County and project prioritization and definition continue to advance, it is likely more projects will be added to this list and a pipeline of projects that are prime for grant funding will be further developed.

This SFP is intended to be a starting point for the County. To successfully pursue competitive grants, applicants must first identify and define specific projects requiring funding. While some high priority projects were well defined, others shared broad needs that will require additional project definition to identify and compete for grant funding. As a result, TFG provided the respective departments with General Grant Guides to facilitate an understanding of the universe of funding that is available for their priority issues. The grant recommendations provided in this report are based on cursory project information. Further refining of projects, as well as a detailed examination of grant guidelines, is necessary to ensure the project is competitive for funding.

Project Overviews and Recommendations

This Strategic Funding Plan focuses on projects and broad needs that were identified by the County and provides potential next steps to further project readiness for grant funding. These projects or broader needs have been categorized into funding themes to facilitate future project prioritization and definition.

Water and Wastewater Infrastructure: The County identified several water and wastewater related projects in need of funding, including the Lone Pine Water System Replacement Project, Bishop Sewer Facility

Improvements, and the Bishop Airport Waterline Extension Project. Much of the funding available to support implementation of water infrastructure projects across the Federal and State funding landscape is offered via low interest financing opportunities, such as the California State Water Resource Control Board's (SWRCB) [Drinking Water State Revolving Fund \(DWSRF\) Program](#) or USDA's [Water and Waste Disposal Loan and Grant Program](#).

The **Lone Pine Water System Replacement Project** is in early stages of development and additional funding to support planning and pre-construction activities was determined as an initial priority. Planning is available through the DWSRF program, SWRCB's [Small Community Funding Program](#), as well as through USDA's [SEARCH - Special Evaluation Assistance for Rural Communities and Households Grant](#). The County is actively pursuing SWRCB DWSRF planning program funding and has had conversations with USDA's SEARCH program about its water and sewer project needs. Additional funding will be needed to support the construction of this project; however, to be grant competitive for capital projects, a level of shovel readiness is necessary to compete. The County's first step in securing planning funding will ultimately position the project to be more competitive when it is ready for capital funding.

In support of the Lone Pine Project, the County and TFG also explored utilizing the Bureau of Reclamation's (BOR) [WaterSMART Water Energy and Efficiency Grant \(WEEG\) Program](#) to fund meters and laterals; however, BOR advised that drinking water lateral replacements was currently a project of priority to fund and recommended pursuing WEEG funding for water meter replacements/installations in the future. The next round of WEEG is anticipated in Summer 2025.

The City of Bishop and a Community Special District within the County, along with a local tribe, are seeking to partner together to build a new **upgraded sewer plant** that will serve the city, outlying county area, and reservation. Similar to drinking water needs, most funding available to support wastewater projects is available through low interest financing, such as the SWRCB's [Clean Water State Revolving Fund \(CWSRF\)](#), USDA's [Water and Waste Disposal Loan and Grant Program](#), or EPA's [Water Infrastructure Finance and Innovation Act \(WIFIA\)](#). Additional details about project stage specific to design, engineering and planning will help determine additional avenues for funding sources.

The County desires to extend **water to the Bishop Airport**; however, details surrounding the driving need behind this extension have yet to be explored, as the purpose behind the expansion may offer alternative avenues to fund the project outside of the funding options outlined above. For example, if the waterline expansion is necessary to support new business at the airport, there may be an opportunity to explore Economic Development Administration funding. Additional details on the project need, scope and timeline are necessary to identify and recommend a funding approach.

Finally, the County expressed an interest in identifying funding to support the historic **Lone Pine Creek Bypass** feature to divert high flows. At the time of this report, details surrounding the specifics of this project require further discussions to identify funding options to support the project. Ensuring all project partners are committed to project planning and implementation will be vital to any future grant endeavor.

The [Water and Drinking Water General Grant Guide](#) and [Water and Wastewater General Grant Guide](#) are offered as additional resources to explore potential federal funding opportunities. As the County works to identify and prioritize discrete projects for funding consideration, it will be better positioned to prepare and apply for discretionary grant funding in support of these projects.

Public Defense: The County expressed interest in understanding the funding landscape that could support indigent defense. In particular, the County requested further information on the BSCC’s [Edward Byrne Memorial Justice Assistance Grant \(JAG\) Program](#). The JAG program is the leading source of federal justice funding to state and local jurisdictions and could be used for indigent defense. Unfortunately, the BSCC offers JAG funding to California counties in three-year grant periods. The current round of JAG funding ends December 2026 and the next expected application period will happen shortly thereafter. The BSCC has also previously provided funding for public defense through the [Indigent Defense Grant Program](#), [Public Defense Pilot Program](#), and [Proposition 47 Grant Program: Safe Neighborhoods and Schools Act](#). Unfortunately, the State has not committed additional funding to the Indigent Defense Grant Program or Public Defense Pilot Program. The County may wish to explore the [Proposition 47 Grant Program](#) further to determine if it could be of assistance to the County’s indigent defense efforts. TFG has confirmed that the Proposition 47 Grant Program has funded public defender positions during previous rounds. The County will want to begin planning its project in early 2025 and identify a non-governmental or community-based organization to partner with as part of the project.

On the federal level, several programs through DOJ are helpful in supporting indigent defense, including the Department of Justice’s (DOJ) [Enhancing Youth Defense](#), [Justice and Mental Health Collaboration Program](#), [Youth Justice and Mental Health Collaboration Program](#), [Reducing Risk for Girls in the Juvenile Justice System](#), and [Postconviction Testing of DNA Evidence](#). As the County identifies discrete projects to support public defense, TFG will be able to further vet them against funding opportunities.

Fuel Reduction Initiatives: Funding for fire safety, fuel reduction, and forest health has increased over the past five years. As California has begun its [million acres fuel reduction strategy](#), multiple agencies and programs are creating funding opportunities to meet these goals. Inyo County has identified a robust project portfolio to meet their needs for this effort. As the County has already begun their USDA [Community Wildfire Defense Grant \(CWDG\)](#) application for the 24-25 Fiscal Year, it is important to recognize that in future years, and as projects are identified and completed, updating the County CWPP is vital to maintaining efforts on the ground. Agencies focused on wildfire reduction and prevention look to these documents as community support which leads to better project performance and outcomes. This solicitation in the future can also provide implementation funding for projects that increase fuel reduction, community education and support, training, and assistance in establishing local regulations for community resilience. It is important to sustain local partnerships not only with local agencies, non-profits and community groups but also a cache of local contractors or stakeholders that have the capacity to complete these projects. The California Department of Forestry and Fire Protection (CAL FIRE) [Wildfire Prevention Grants Program](#) is ideal for projects focused on creating or maintaining fuel breaks, defensible space for residents, and covering hazardous tree identification and removal. Working with Wildland Urban Interface Communities (WUI) to help identify residents willing to participate in projects and getting all necessary documents ready for CEQA filing are great first steps in preparing for this application. Similarly, CAL FIRE’s [Forest Health Program](#) would be ideal for projects such as enhancing invasive species management in wildland areas, wildfire ecosystem projects that collaborate with tribal governments, and prescribed burns. The County will need to partner with a local registered forester to identify key areas to begin a long-term strategy and priority areas to target for work. Being aware of species and cultural heritage sites are critical to project performance, and tribal partnerships often help meet the goals of the funder and create productive partnerships for future projects. Other funding opportunities at the state level include the [California Fire Safe Council](#), which administers a centralized clearinghouse for various federal and state grants aimed at community wildfire risk reduction and resilience. At the federal level, the

U.S. Forest Service’s [Community Forest and Open Space Conservation Program](#) provides financial assistance to establish community forests that offer public recreation, environmental, and economic benefits.

Transportation: As with all Counties, funding to support transportation assets is always needed. Inyo County expressed a need for planning funds to identify projects, conduct studies, design and engineering and environmental reviews in order to bring projects to a project ready state. The County is seeking funding through Caltrans’ [Sustainable Transportation Planning Grants](#) to support the development of a plan that analyzes climate resiliency, vulnerabilities, and solutions (with an emphasis on project identification and initial project design). The County may also wish to consider seeking [Safe Streets and Roads for All](#) funding to support creating a Safety Action Plan for the County which would unlock capital construction dollars in the future. Additionally, the County is exploring funding to support **Old Spanish Trail** to support planning activities and eventual construction. Old Spanish Trail is in the early stages of project planning and the County is exploring pursuing assistance through Department of Transportation’s (DOT) [Rural and Tribal Pilot Program](#) to position the project for other grant funding in the future through DOT’s [Rebuilding American Infrastructure for Sustainability and Equity \(RAISE\)](#) and the [Federal Lands Access Program \(FLAP\)](#). The next round of FLAP is not anticipated until 2027.

Bishop Airport is a public airport operated by Inyo County. The County is exploring the possibility of constructing a new commercial service terminal building. Projects are currently in the early stages and are not ready for construction, and planning funding would be beneficial. Bishop Airport is NPAIS classified as a Public Airport (PU) General Aviation (GA) Local Airport and a NonPrimary Hub (NP). The Federal Aviation Administration (FAA) provides funding to airports through several programs including the [Airport Improvement Program \(AIP\)](#) and the [Airport Terminal Program](#). Both programs make funding available for planning and design work necessary to access capital funding. Next steps in project planning include holding discussions with Inyo’s FAA Regional Representative to discuss the project and funding needs and working with TFG to fully develop out the project scope, funding needs and timelines.

Public Facilities Renovations or Construction: Several divisions are seeking funding to support the renovation of- or new construction of- municipal facilities, such as the **Southern Inyo Fire Protection District Fire Station, Courthouse, Independence Annex, Big Pine Animal Shelter, Statham Hall, Juvenile Detention Center, Eastern California Museum, and Community Center**. Funding available to support municipal building renovations or construction is limited, and typically only found through the U.S. Department of Agriculture (USDA), Federal Emergency Management Agency (FEMA), and the California Department of Housing and Community Development (CA HCD). Each of these programs has limited eligibility. The County is most likely to receive loan funding through USDA’s [Community Facilities Program](#) to support its building needs serving rural areas of the County. Funding through FEMA’s [Hazard Mitigation Grant Program \(HMGP\)](#) will *not* support new facility construction, but may support renovations to existing facilities so long as the upgrades are linked to improved protection and operations in the event of a disaster and increase the level of security/safety for County residents. FEMA’s [Building Resilient Infrastructure and Communities \(BRIC\)](#) does allow for the construction of new facilities as part of hazard mitigation efforts, provided the new construction must be designed to increase community resilience and reduce the risk of loss of life, damage to property, and injuries, as well as other criteria. Both FEMA programs require a Cost Benefit Analysis (CBA) as part of the application process and are much more complex programs under which to secure funding, with a long project implementation timeline. The FEMA programs may be an option to support the **Statham Hall Cooling Center Improvements**, however, CA OPR’s [Extreme Heat and Community Resilience Program](#) is likely a better fit funding-wise to support the cooling center needs. Additional project vetting meetings are needed to prepare for upcoming funding opportunities.

Finally, in limited circumstances, CA HCD’s [Community Development Block Grant \(CDBG\)](#) funding may be used to modify or renovate existing public facilities; however, the program will not fund new construction outside of permanent housing. The CDBG program broadly interprets the term “*public facility*” to include all improvements and facilities that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit, and operated to be open to the public. This would include neighborhood facilities, firehouses, public schools, and libraries. Public improvements include streets, sidewalks, curbs and gutters, parks, playgrounds, water and sewer lines, flood and drainage improvements, parking lots, utility lines, and aesthetic amenities on public property such as trees, sculptures, pools of water and fountains, and other works of art. The regulations specify that facilities that are designed for use in providing shelter for people with special needs are public facilities (and not permanent housing), and thus are covered under this category of basic eligibility. Such shelters would include nursing homes, convalescent homes, hospitals, shelters for victims of domestic violence, shelters and transitional facilities/housing for the homeless, halfway houses for run-away children, drug offenders or parolees, group homes for the developmentally disabled, and shelters for disaster victims. The public facilities exception does not authorize expenditures for “buildings for the general conduct of government.” Additional exploration surrounding the County’s ability to track and meet Low-Moderate Income benefits requirements is necessary prior to pursuing CDBG funding.

Given the numerous building requests, the County will need to prioritize its facility needs. To access capital grants or loans, it is often necessary to have preliminary design or architectural or engineering work complete as well as site control. The County’s building projects would benefit from further project definition, prioritization, and planning; however, grant funding is very limited to support such requests.

Affordable Housing: California is struggling with an affordable housing crisis and Inyo County has identified the need to support affordable housing development. The primary source of development funding is the [Low-Income Housing Tax Credit](#) (LIHTC), a federal tax credit administered by state agencies. Other funding to support affordable housing development is offered through federal block grants like the HOME Investment Partnerships Program or the CDBG Program; however, Inyo County is not an entitlement community and therefore does not receive an allocation and would need to compete through the CA HCD non-entitlement [CDBG](#) and [HOME Investment Partnership Programs](#). Other CA HCD grant programs that support affordable housing include the [Permanent Local Housing Allocation Program \(PLHA\)](#) and the [Multifamily Housing Program](#). Many of these grant programs have quick obligation and construction deadlines and the County would need to have a shovel ready project with developer lined up to successfully compete. The County may also wish to explore funding through U.S. Department of Agriculture’s (USDA) [Mutual Self Help Grants](#), [Rural Housing Site Loans](#) or the [Housing Preservation Grants](#) Programs. Identifying partners in the development of affordable housing will be critical in its successful implementation and funding pursuit.

Parks: The County is seeking funding to improve several parks, including Millpond, Mendenhall, Starlite, and Bishop. Funding that is available for parks, and specifically playground improvements, is predominantly federal in origin, but administered through competitive grant programs by the State. Given the number of parks needing funding, the County will need to prioritize which park to focus funding on first.

The County may want to consider pursuing CA DPR’s [Land and Water Conservation Fund](#) (LWCF) for **Mendenhall Park**. LWCF supports the acquisition or development of land to create new outdoor recreation opportunities for the health and wellness of Californians. Projects proposed for the development or acquisition to create new parks receive higher points than expanding or developing existing parks. Additionally, projects that are in park deficient or economically disadvantaged areas will also receive priority points as defined by the grant. Mendenhall Park

meets economically disadvantaged areas criteria. Additional project vetting for Mendenhall Park will be required to determine the project's alignment with Statewide Comprehensive Outdoor Recreation Plan (SCORP) Priorities, Project Readiness, Public Input, and LWCF Post-Completion Park Stewardship requirements.

The County may also wish to pursue funding for shade structures at **Starlite Park** through CA OPR's [Extreme Heat and Community Resilience Program](#). This program invests in local, regional, and tribal efforts to reduce the impacts of extreme heat and funds projects such as: creating extreme heat action plans, providing mechanical or natural shade, increasing building and surface reflectance, providing passive or low energy cooling strategies, and promoting evaporative cooling. The County may wish to bundle other cooling projects, like Stathem Hall Cooling Center Improvements, with the Starlite Park project. Next steps include ensuring the County has an extreme heat action plan and beginning project planning efforts for application development, including defining scope or work and implementation plan, partnerships and other program requirements.

TFG also explored CA DPR's [Outdoor Recreation Legacy Partnership \(ORLP\) Program](#) to support park development. Unfortunately, in order to access this funding, the projects must be located in incorporated cities and towns with at least 30,000 people AND be located **within** a community (Census tract) that is determined to be disadvantaged per the [Climate and Environmental Justice Screening Tool](#). Unfortunately, none of the County's parks meet these eligibility criteria.

The County may also wish to explore accessing private or foundation funding to support smaller scoped and sized projects at the parks. Some popular private or foundation funding opportunities that support fields, lighting, and playgrounds include: [AARP Community Challenge grants](#), [American Dermatology Shade Structure Grants](#), [TMobile Home Grown Grant](#), [Major League Baseball and Major League Baseball Players Association \(MLB-MLBPA\) Youth Development Foundation \(YDF\)](#), [Scotts and Major League Baseball \(MLB\) Scotts Field Refurbishment Program](#), and [US Soccer Foundation Safe Places to Play](#).

The County also expressed interest in funding supporting **Owens River Trail** and **Buttermilk Infrastructure and Recreation Planning Initiative (BIRPI)**, however, well defined projects were not identified. As a result, the [Parks and Recreation General Grant Guide](#) is offered as an initial resource to explore potential Federal Funding Opportunities. As the County works to identify discrete projects for funding consideration, CGI will then be able to identify discretionary grant funding opportunities in support of these projects.

2024-2025 Grant Calendar

The Grant Calendar is a graphic representation of programs recommended for the County to consider pursuing in the coming calendar year. The calendar can be a useful tool to ensure preparation for when grant applications begin well in advance of a solicitation period. TFG recommends that the County begin preparing for grant solicitation periods at least three months in advance of the anticipated timing noted below. For construction projects, preparation may need to begin eight months prior to an anticipated grant release to ensure plans and other necessary supporting documents are readily available to inform an application. Starting intensive work on a project before the grant is released will allow the County to ensure it has a defined project with all necessary supporting materials.

Grant Program Name	Federal / State Department	County Department	County Need / Project / Interest Area	Max Grant Request	Match Requirement	Anticipated Application Start	Anticipated Application End	2024 Oct 2024 Nov 2024 Dec 2025 Jan 2025 Feb 2025 Mar 2025 Apr 2025 May 2025 Jun 2025 Jul 2025 Aug 2025 Sep 2025 Oct 2025 Nov 2025 Dec	Notes
Sustainable Transportation Planning Grant	CalTrans	Public Works - Transportation	Transportation Planning	Up to \$1 million	11.47%	Oct-24	Jan-25	2024 Oct, 2024 Nov, 2024 Dec	Plan that analyzes climate resiliency, vulnerabilities, and solutions (with an emphasis on project identification and initial project design)
Community Wildfire Defense Grant Program	USDA	OES	Fuel Reduction Initiative	Up to \$10 million	10% or 25%	Nov-24	Feb-25	2024 Nov, 2024 Dec, 2025 Jan	TFG provided feedback on previous Grant. County submitting application.
Forest Health Program	CalFire	OES	Fuel Reduction Initiative	Up to \$7 million	Not required	Nov-24	Jan-25	2024 Nov, 2024 Dec, 2025 Jan	Matching funds are not required for this program; however, the provision of matching funds is a positive factor during the evaluation process.
Rural and Tribal Pilot Program	DOT	Public Works - Transportation	Old Spanish Trail	Up to \$360,000	Not required	Dec-24	Feb-25	2024 Dec, 2025 Jan	
Wildfire Prevention Grants Program	CalFire	OES	Fuel Reduction Initiative	Up to \$3 million	Not required	Jan-25	Mar-25	2025 Jan, 2025 Feb, 2025 Mar	Matching funds are not required for this program; however, the provision of matching funds is a positive factor during the evaluation process.
Proposition 47 Grant Program	CA BSCC	Administration	Indigent Defense	Up to \$8 million	Not required	Feb-25	Apr-25	2025 Feb, 2025 Mar, 2025 Apr	Public Defenders funding. Will need CBO partner.
Land and Water Conservation Fund	CA Parks	Public Works - Parks	Mendenhall Park	50% of total project cost	50%	Feb-25	Jun-25	2025 Feb, 2025 Mar, 2025 Apr, 2025 May, 2025 Jun	
Safe Streets and Roads for All	DOT	Public Works	Transportation Planning	Up to \$10 million	20%	Feb-25	Apr-25	2025 Feb, 2025 Mar, 2025 Apr	
Airport Improvement Program	DOT	Public Works - Airport	Bishop Airport	Up to \$1.5 million	10%	Mar-25	Apr-25	2025 Mar, 2025 Apr	
Airport Terminal Program	FAA	Public Works - Airport	BIH Commercial Terminal	Unspecified	5%	Jul-25	Jul-25	2025 Jul	TFG to send successful applications
Community Forest and Open Space Conservation Program	USDA	OES	Fuel Reduction Initiative	Up to \$600,000	50%	Oct-25	Jan-26	2025 Oct, 2025 Nov, 2025 Dec	
Extreme Heat and Community Resilience Program	CA OPR		Statham Hall Cooling Center Improvements	Up to \$4 million	Not required	TBD 2025	TBD 2025		Confirmed for Round 2 funding. Timing is uncertain given the agency is still reviewing Round 1 applications.
WaterSMART Small Scale	BOR	Public Works - Water	Lone Pine Water System Replacement - Water Meter	Up to \$100,000	50%	2025/2026	2025/2026		Water Meters Only - In the future. Not early 2025.
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	DOT	LTC	TBD	Up to \$25 million	20% with exceptions	2026	2026		Exploring for FY 2026 Cycle. County is designated rural, tract 8 is a persistent poverty tract and Disadvantaged tract.
Federal Land Access Program (FLAP)	DOT	LTC	TBD		11.47%	2027	2027		DOT has confirmed the next call for CA FLAP is tentatively scheduled for 2027.
Drinking Water State Revolving Loan Fund	CADWR	Public Works - Water	Lone Pine Water System Replacement - Laterals	Loan	Loan	Rolling	Rolling		Water Laterals. Principal Loan Forgiveness Available.
CleanWater State Revolving Loan Fund	CADWR	Public Works - Water	Sewer Plant	Loan	Loan	Rolling	Rolling		Water Laterals. Principal Loan Forgiveness Available.
Special Evaluation Assistance for Rural Communities and Households (SEARCH) Grant	USDA	Public Works - Water	Lone Pine Water System Replacement			Rolling	Rolling		Inyo Applied and is waiting to hear back from USDA.

Next Steps

Inyo County is in the process of creating a robust Strategic Funding Plan. The County has successfully identified several projects in need of funding but is still strategizing internally to determine which projects to prioritize. With many facilities, parks, water and trail projects in need of funding, the County alongside TFG will work together to determine which projects will be the most competitive when seeking discretionary grants.

As the County further prioritizes its projects, TFG will work to connect County staff and officials with funding agencies at the state and federal levels to vet projects, discuss funding agency priorities, and develop overall relationships. This effort will pave the way for project planning activities to bring projects to a grant ready state or allow the County to prepare and submit applications to targeted grant programs. Where possible, TFG will work with County staff to identify synergies between departments to identify intersections between projects that can enhance competitiveness of grant applications.

Additionally, the County may wish to explore securing a federal Negotiated Indirect Cost Rate Agreement (NICRA). A NICRA is a document that determines a standard rate to charge Federal granting agencies for indirect costs in grant funded projects. The standard de minimus indirect rate is currently set at 10 percent. Negotiated rates can range from 12 percent up to as high as 34 percent. A NICRA allows your organization to provide additional funding for indirect costs associated with the management of grant-funded projects. Indirect costs are costs that are not directly identified with a single, final cost objective, such as a product, service, grant, contract, or project, but are necessary for the general operation of the organization to conduct the activities it performs. Examples of indirect costs include wages for back-office and other staff employees, accounting and personnel expenses, rent, depreciation, utilities, and maintenance. Indirect costs can be fixed or variable depending on whether they change with the level of output or activity or the scope of work in the grant funded project.

Grant Seeking Tips

Identifying Grant Ready Projects

While the County has embraced the idea of strategically preparing for grant funding, more work needs to be done to prioritize projects and then prepare those projects to be competitive in the application process. These projects should: (1) be well defined, (2) have a clear scope of work, (3) be supported by reports, studies, plans and other documents, (4) have baseline data to support demonstrated need, (5) have an implementation plan and timeline, and (6) have a budget and associated required matching funds. Projects that require construction should have engineering at a minimum of 30 percent complete, an understanding of required utility relocation and right-of-way acquisition, and environmental studies underway. Ideal projects are not those that need to be accomplished within the next calendar year, but rather those that can start in late 2025 or further into the future, as the grant notice of award process takes approximately eight months after an application is submitted. TFG will continue to work with the County to identify and prioritize projects that will be best positioned to compete well for discretionary grant programs.

General Considerations

As the County continues to identify and prioritize projects, TFG suggests taking proactive steps to evaluate the project alignment with grant programs by reviewing previous years' solicitations and considering the following:

Demonstrated Need. Every grant application will require applicants to document and demonstrate the need for the project. The County should ensure projects put forth for funding consideration are referenced in planning documents and are supported by data to craft a compelling argument for why funding is needed for your project. Additionally, the County should consider the ability to include information on public participation, such as public meetings, website announcements, or planning documents showing the long-term prioritization and need for your specific project.

Project eligibility. Review previous or current solicitations to ensure project activities desired are eligible and competitive through the program. Grant solicitations will provide insight into what you can and cannot request as well as what types of projects will be prioritized for funding. Contact the funding agency prior to the grant solicitation being released to discuss your project and how it aligns with their priorities. Funding agencies are typically more than happy to review your project to ensure it is not only eligible, but also competitive for grant funding. Make sure you plan these conversations in a timely fashion; once the solicitation is open, funding agencies are typically only able to answer general questions related to the grant guidelines and will be unable to discuss project particulars. TFG will continue to vet projects and facilitate agency meetings to best position projects for funding.

Timeline. Review previous or current solicitations to ensure that your timeline for project completion aligns with the program's timeline for award. Look at project start and end dates to confirm you can complete your project in the timeline given. It can take anywhere between five to eight months to hear back from a funding agency as to whether your project was selected for an award. After award notification, it can take several months until a grant agreement is signed. Generally, projects cannot start before the grant agreement is executed unless negotiated and agreed upon with the funding agency.

Award range. Review previous or current solicitations to ensure your need for funding corresponds to the award range of the program. Programs that give too much or too little funding in relation to project costs may not suit the County's needs, even if the project is eligible through the program.

Match commitment. Review program match commitment requirements and ensure that you can provide additional funding to the project at the time of application submission. Match requirements can often be met using a mixture of cash and in-kind services. When considering a cash match, at a minimum, funds must be unencumbered and fully available at the time of the planned execution of a grant agreement and prior to project initiation. In general, applicants cannot use funds that have already been expended (even if part of the overall total project costs) for match commitment. Exceptions may apply for specific grant programs. Further, most grant programs do not allow for other federal funding to be used to meet match requirements. Knowing the source of your matching funds ahead of time is important.

Partners / Stakeholders. Consider the need for project partners (funded or unfunded) as well as additional stakeholders who might provide letters of support for your project. Begin discussions about your project in advance of a grant application period to ensure roles, responsibilities or support can be secured. Whenever possible, TFG will make suggestions as to the types of entities with whom the County may want to partner to align with grant requirements.

Past awards. When considering applying to a program, secure information on projects the program has funded in the past and approved award amounts. Even if projects are eligible through the program, this does not guarantee success. The funding agency may not currently be prioritizing the use of eligible funds given constraints on funding or agency/administration priorities. Similarly, even if a program allows for a high maximum award, it is important to review past funding levels to gauge traditional grant award amounts. TFG will continue to share previously successful applications with the County as well as conduct an analysis of award history to assist the County in making a go-or-no-go decision on whether to pursue a grant opportunity.

Consult with Funding Agency. To best match a specific project with a program, TFG recommends consultation with funding agency staff before the solicitation period opens. Funding agency staff are generally more willing to speak with prospective applicants and give tips and advice when the application is not open. TFG will continue to support the County in arranging and facilitating these consultations.

Construction Considerations

Some of the projects identified by the County require construction. Grants involving construction elements often have additional upfront requirements. Generally, “shovel ready” projects are the most competitive. When evaluating whether to apply for construction funding, the County should consider:

Environmentals. Ensure preliminary environmental work is underway, such as knowing the level of environmental review necessary or having begun the clearance process. Every federal grant will require you to submit a National Environmental Policy Act (NEPA) report prior to construction. Many programs will allow applicants to finance and complete the NEPA report as part of pre-construction grant activities. A project’s complexity and location will influence the level of environmental review. The most competitive applications will include information on where the environmental review process of the project is and when it will be completed, if it is not already done.

Preliminary Engineering/Architecture. Ensure the project has complete preliminary engineering (PE) and/or preliminary architectural reports (PAR). Projects with no PE or PAR will generally be considered less competitive by reviewers and may create complications for required project timelines. If these reports are underway, explain how far along the reports are (i.e. 60 percent complete) and when completion is expected. A project that is further along in design and engineering will receive a higher project readiness score.

Right-Of-Way and Land Acquisition. Understanding land ownership and needs is critical in seeking grant funding. Generally, programs favor applicants who own the land the project will take place on and can present a deed with their application. However, some programs will fund right-of-way and land acquisition costs as part of the project. The County should be prepared to submit a deed, or at minimum a lease or purchase agreement for the land, as part of a grant application involving construction activities or a clear explanation, timeline, and budget for acquisition.

Construction Timeline and Procurement. If construction for a project is currently planned, ensure that the County’s timeline aligns with the grant program project and obligation periods. Typically, a project cannot break ground before a grant agreement is executed. Generally, you cannot procure vendors before the grant project period begins. Contractors should follow all federal procurement requirements of the grant program including the Davis Bacon Act.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2024-968

Amendment 4 to the Agreement with Lochner for Airport Engineering Services

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Ratify and approve Amendment No. 4 to the agreement between the County of Inyo and Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$459,512, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 1, 2022, the Board approved a five year agreement with Armstrong Consultants, Inc for On-call Airport Engineering, Architecture, and Planning Services. Shortly after that contract was approved, Armstrong was acquired by H.W. Lochner, Inc, and in the fall of 2024, the Armstrong brand was retired. Amendment 3 to this agreement acknowledged that the agreement between Armstrong Consultants, Inc. and Inyo County was formally assigned to H.W. Lochner, Inc.

This amendment adds the scope of work for the design and construction phases of the Runway 12-30 Safety Area Improvement Project to the County's on-call airport engineering services agreement with Lochner. This project includes earthwork and fencing relocation to expand the safety area at each end of Runway 12-30, the commercial service runway at the Bishop Airport.

The environmental review under the National Environmental Policy Act and the California Environmental Quality Act (CEQA) was completed in the fall of 2024, with the CEQA Initial Study and Mitigated Negative Declaration being approved by the Planning Commission on December 11, 2024. The design phase can move forward now that the environmental review has finished. Construction is planned for the fall of 2025, and is estimated to cost between \$2 and \$2.7 million; a more accurate construction estimate will be prepared once the design is underway.

This project will be funded by the Federal Aviation Administration's (FAA) Airport Improvement Program, with the forthcoming grant funding 95% of the project costs and the County matching the remaining 5%.

FISCAL IMPACT:

Funding Source	Grant Funded - forthcoming Federal Aviation Administration (FAA) grant will fund 95% of project costs, County match - 5%	Budget Unit	630600
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Amendment #4 will increase the not-to-exceed by \$237,140 for a total contract of \$459,512. The design phase services, approximately \$134,090, will occur during the current fiscal year.
Future Fiscal Year Impacts
Construction and closeout phase work will occur during Fiscal Year 25/26.
Additional Information

The forthcoming FAA grant will fund the Runway 12-30 Safety Area Improvement Project, and will cover this consultant contract and the eventual construction contract. In the grant pre-application, submitted at the end of December, an estimate of \$225k was used for design & construction administration. Once construction bids are received in the spring, the final grant application based on actual bids will be submitted. This will include the actual costs for this amendment. The process for most FAA funded projects requires the sponsor to move forward with the project design prior to grant award. This is the FAA's highest priority project for Inyo County airports; they are very supportive of the project moving forward.

The FAA grant funding for this project will come from several sources, however it is unknown at this time what combination of funding sources will be used. The County currently has two sources of Entitlement Funds from the FAA - from the Airport Improvement Program (AIP) and the Airport Infrastructure Grants program (AIG). Entitlement funds are guaranteed to the airport sponsor - prior to the commercial service, the Bishop Airport received \$150,000 annually in Entitlement funds, now, as a Non-Hub Primary Airport, the Airport receives \$1 million (increasing to \$1.3 million in 2025). In Federal Fiscal Year (FFY) 2025, the Bishop Airport has \$1.3 million in AIP Entitlements and \$2.73 million in AIG Entitlements. The Airport will also have \$1.3 million in AIP Entitlements in FFY 2026. This project was originally planned for FFY 2024, and the FAA had discretionary funding programmed to supplement the Airport's Entitlement funds. Due to delays in the environmental review, the project was not able to move forward and utilize that funding. The project will compete for available discretionary funding this year, but if none is available the project will utilize a combination of AIP and AIG Entitlement funds.

If, for some reason, this project is not able to move forward in 2025, the current Entitlement funds would roll over and the grant would be issued in FFY 26. If this occurred, the County wouldn't be reimbursed for the design phase costs until the grant was issued next year, however this is unlikely.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment. This is not recommended, as Lochner (formerly Armstrong) was selected as the most qualified consultant in the 2022 Request for Qualifications process. Additionally, an Independent Fee Estimate was conducted by an outside firm for the scope of work included in this amendment and Lochner's fee was found to be reasonable. This amendment comes to you as a ratification because finalizing the full scope of work was behind schedule, and the surveyor subconsultant needed to move forward at the end of January in order to meet the necessary timeline for the design phase. The survey is the only work that has proceeded prior to amendment approval, the cost of that work is \$22,000.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Transportation Services
High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 12/6/2024
Darcy Israel	Approved - 12/6/2024
Ashley Helms	Approved - 1/31/2025
Breanne Nelums	Approved - 1/31/2025
Grace Weitz	Approved - 1/31/2025
Amy Shepherd	Approved - 2/3/2025
Keri Oney	Approved - 2/4/2025
Michael Errante	Approved - 2/4/2025
John Vallejo	Approved - 2/4/2025
Nate Greenberg	Final Approval - 2/4/2025

ATTACHMENTS:

1. Lochner Amendment 4
2. Armstrong Airport Consultant Contract
3. Armstrong Amendment 1
4. Armstrong Amendment 2
5. Lochner (Formerly Armstrong) Amendment 3

AMENDMENT NO. 4
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Armstrong Consultants (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027;

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 fifty nine, five hundred and twelve dollars (\$459,512) (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 Runway 12/30 Safety Area Improvements (Design, Bid, & Construct) as described Attachment A-4 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A-4 to the Contract shall be the lump-sum, fixed-price fee of \$237,140.

The effective date of this amendment to the Agreement is 1/24/2025.

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

AMENDMENT NO. 4
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2025.

COUNTY OF INYO

CONSULTANT: LOCHNER

By: _____

By: *Eric Vink* _____

Dated: _____

Dated: 01/31/2025 _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
Grace Weitz (Jan 31, 2025 10:30 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Heather Williams

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the Runway 12/30 Safety Area Improvements (Design, Bid, & Construct), as further described in the attached proposal, dated January 30, 2025, from H.W.Lochner, Inc.

Amendment #4

ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED JANUARY 30, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between the **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **LOCHNER (Engineer)** for providing professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Eastern Sierra Regional Airport / Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

Element 1 – *Runway 12/30 End RSA Improvements (Design, Bid, & Construct)*

4. **FEES** – The fees will be as noted below. (All lump sums except Construction Observation)

Elements 1 – Project Development & Administration	\$17,000.00
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Elements 1 – Design

Preliminary Design	\$42,230.00
Final Design	\$39,390.00

Elements 1 – Bidding Services	\$7,150.00
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Elements 1 – Construction Period Services

Construction Administration Services (Lump Sum)	\$24,690.00
Construction Observation Services (Cost) ¹	\$60,350.00
Construction Observation Services (Fixed Fee)	\$12,070.00

Elements 1 – Project Closeout	\$5,940.00
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Elements 1 – Special Services

DBE Program Assistance	\$6,320.00
Topographical/Land Survey	\$22,000.00

Engineering Total	\$237,140.00
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1) Total includes estimated Construction Inspection fees listed on rate sheet

5. **ATTACHMENTS** – Required Contract Provisions for A/E Contracts Under Airport Improvement Program, which are attached to the main contract.

CONSTRUCTION INSPECTION SERVICES RATE SHEET (subject to calendar year adjustments):

Assumed Construction Period: **30 calendar days**

V. B. CONSTRUCTION OBSERVATION SERVICES (ELEMENT 1)									
Item No.	Principal	Project Manager I	Sr Drafter / Designer	Design Engineer	RPR (CA)	RPR (CA) (OT)	Project Coordinator	Total	Cost
CONSTRUCTION OBSERVATION									
1	Provide Full-time RPR or Provide Part-time RPR	\$293.96	\$237.44	\$210.48	\$183.53	\$191.31	\$223.48	\$137.39	Hours Summary
2	Prepare and Submit Weekly Inspection Reports		4			8		12	\$51,933.71
3	Conduct Final Inspection		2			2		4	\$2,480.24
	Estimated Total Man-hours	0	6	0	0	181	86	0	\$857.50
	Summary Costs	\$0.00	\$1,424.64	\$0.00	\$0.00	\$34,627.11	\$19,219.70	\$0.00	\$55,271.45
	Contract Construction Days	30							
Reimbursables									
	Meals and Incidental Expenses Per Diem				30		30 Days	\$59.00	\$1,770.00
	Lodging Per Diem				30		30 Days	\$107.00	\$3,210.00
	Rental Car						0 Days	\$150.00	\$0.00
	Mileage						0 Miles	\$0.670	\$0.00
	Airfare						0 Trips	\$1,250.00	\$0.00
	On-site Cell Phone and Internet Costs				1		1 Months	\$100.00	\$100.00
	Misc Expenses						\$ -	Actual Cost	\$0.00
							TOTAL ESTIMATED Direct Expenses		\$55,271.45
							TOTAL ESTIMATED Reimbursable Expenses		\$5,080.00
							TOTAL ESTIMATED Construction Observation (Cost)		\$60,351.45
							Use		\$60,350.00
							Construction Observation (Fixed Fee):		\$12,070.00

SCOPE OF WORK
BISHOP AIRPORT
AIP NO. 3-06-0024-0XX-2025

ELEMENT #1 RUNWAY 12/30 END RSA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

1. A Runway Safety Area inventory (RSAI) was conducted to identify deficiencies within the RSA of Runway 12/30, specifically at each runway end. The RSA Inventory identified several acres and segments of perimeter fence out of compliance. This project will develop a design for a variety of corrective actions aimed at ensuring the RSA grading to be compliant with FAA design guidance. Coordination with external entities is anticipated for environmental compliance. The included project sketch depicts the general layout for the project.
 - 1.1. Based on the approved Airport Layout Plan, the Runway Design Code (RDC) for this project is C-II-5000, which has an RSA width of 500 feet and the RSA extends 1,000 feet beyond the runway ends.
 - 1.2. Work is anticipated to include multiple types of corrective actions, which may include, but not be limited to: surface grading to fill in any identified depressions and correct any nonstandard surface gradients, removing segments of the existing perimeter fence within the RSA and reconstructing those segments outside of the object free area. Estimate quantities at each runway end are below:
 - 1.2.1. Runway 12: Install 2127 LF of perimeter fence, remove 1597 LF of existing fence (obstruction in RSA and ROFA), grade and compact approximately 12 acres within the RSA.
 - 1.2.2. Runway 30: Install 3,178 LF of perimeter fence, remove 2019 LF of existing fence (obstruction in RSA and ROFA), fill, grade and compact approximately 11 acres within the RSA.
 - 1.3. A topographical land survey will be conducted for this project. A grading plan will be developed to correct any identified deficiencies in the runway safety area. This project will not evaluate the surface gradients of the pavement surfaces as that is outside of the intended scope of this project.
 - 1.4. This project will not impact any of the airfield lighting components nor airfield pavement, instead these will be protected during construction and will remain in their current condition.

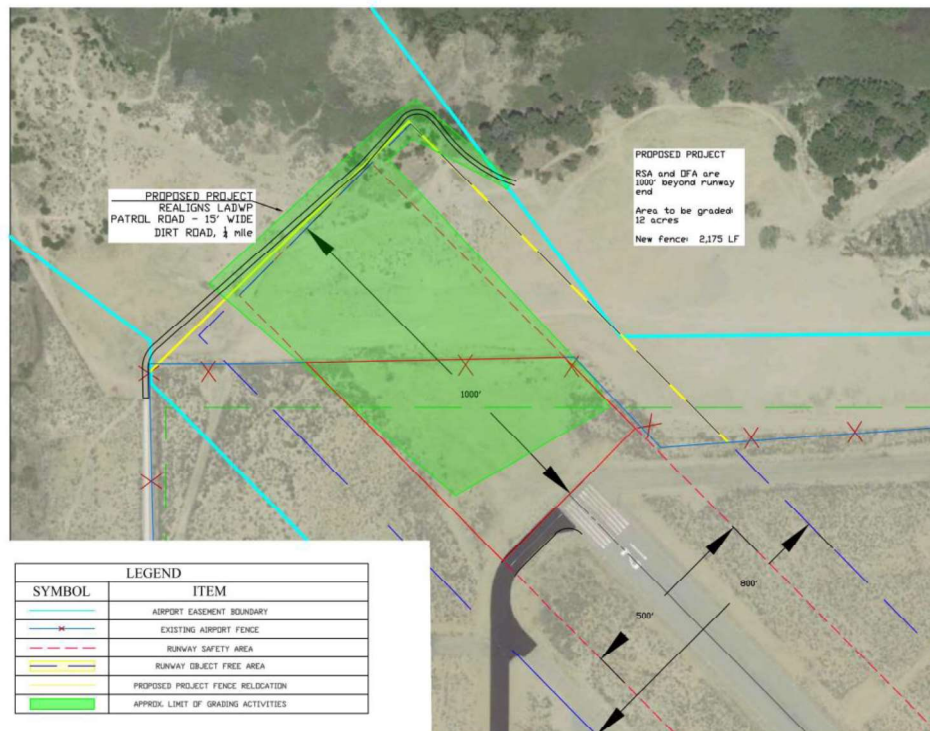
Estimated Construction Cost (Element 1) is: \$2,700,000

Estimated Construction Period (Element 1) is: **30 calendar days¹**

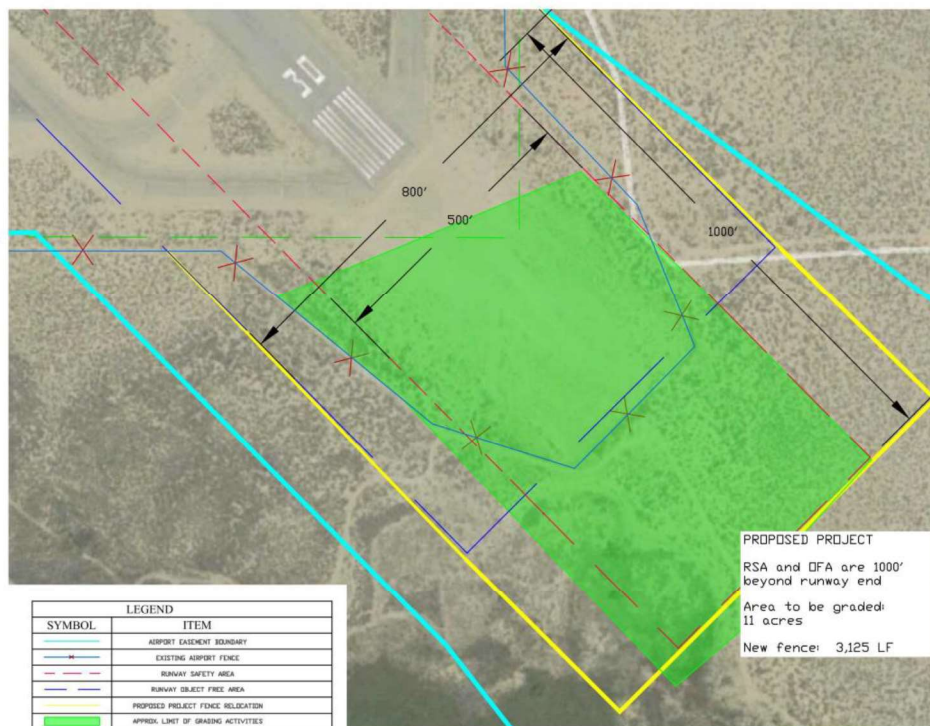
¹Note: Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$3,500/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

PROJECT SKETCH

Runway 12



Runway 30



I. PROJECT DEVELOPMENT

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic surveyHH.
2. Develop preliminary cost estimates and conceptual layout exhibits required for preliminary project actions such as scoping, grant applications, and other preliminary documents.
3. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA input.
4. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
5. Coordinate fee proposals from any required subconsultants needed to perform services defined in the detailed Scope of Work. Work includes developing a request for proposal packet for each subconsultant service that clearly defines the activities required. For this project, it is assumed subconsultants will be employed for: topographical survey.
6. Prepare appropriate documents and assist the Sponsor with obtaining an Independent Fee Review based on the approved detailed Scope of Work.
7. Conduct fee negotiations with the Sponsor and assist in preparing a Record of Negotiations to document the independent fee review, if required, and any subsequent fee negotiations.
8. Incorporate final detailed Scope of Work and negotiated fees into a final Agreement for Professional Services and coordinate final approval and signature with the Sponsor.
9. Prepare Preliminary FAA Grant Application and submit to Sponsor for signature and submittal. The application packet will include the following:
 - a. Prepare Preliminary Grant Application Checklist
 - b. Form 424, Application for Federal Assistance
 - c. Form 5100-100
 - d. Program Narrative
 - e. Project Cost Estimate
 - f. Airport Sponsor Assurances
 - g. Project Sketch clearly identifying major work items
 - h. Exhibit "A" Property Map
 - i. Standard DOT Title VI Assurance
 - j. Sponsor Certification for Project Plans and Specifications

- k. Sponsor Certification for Selection of Consultants
 - l. Sponsor Certification for Disclosure of Potential Conflicts of Interest
 - m. Sponsor Certification for Equipment and Construction Contracts
 - n. Current listing of FAA Advisory Circulars for AIP/PFC Projects
 - o. Sponsor Certification for Drug-Free Workplace
 - p. Title VI Pre-award Sponsor Checklist
10. Prepare monthly invoicing and FAA grant drawdown packets. In addition to the Engineer's invoices, the Engineer will incorporate other eligible projects expense invoices provided by the Sponsor in the packet. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.
11. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, and FAA that isn't related to a specific task but is essential to the project process. This work includes:
- a. Weekly internal progress meetings with the design team.
 - b. Conduct regular coordination meetings with Sponsor and FAA. It is anticipated that these meetings will be held monthly, last approximately 1 hour, and be conducted via videoconference.
 - c. Drafting project correspondence for Sponsor's use in coordination with the FAA.
 - d. Perform the business aspects of the project.
 - e. Perform the grant administration for the project.
12. Prepare and Coordinate Subconsultant Agreements. Work includes coordinating on-site subconsultant tasks with the appropriate Sponsor representative.
13. Coordination with local, state, and federal agencies pertaining to environmental permitting, mitigation, and how this informs design development.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. Prepare requirements for the design topographical survey. Work includes establishing the limits of the work area and developing survey criteria in accordance with FAA design guidance. A surveyor subconsultant will be employed to conduct the topographical survey in accordance with the requirements developed. Coordinate the subconsultant's work schedule with Sponsor staff.
2. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
3. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.
4. Review and evaluate project layout.
 - a. Verify existing ALP dimensions and data.
 - b. Review available record drawings of the project site.
5. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Evaluate surface and subsurface drainage conditions/requirements.
 - c. Conduct one (1) design site visit by the Project Manager and Design Engineer for familiarity with the site.
6. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved. The following list of drawings will be used as a guideline, but drawings may be added or deleted as needed.

DESCRIPTION		SHEET COUNT
a	Cover Sheet	1
b	General Notes, Legend and Survey Control	1
c	Removals Plan	2

d	Plan, Profile and Grading Plan	2
e	Typical Sections and Details	2
f	Cross Sections (100 ft Stations)	5
g	Construction Safety and Phasing Plan	2
	ESTIMATED TOTAL SHEET COUNT	15

7. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. The Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
8. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized may include the following items:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105	Mobilization
Item P-152	Excavation, Subgrade, and Embankment
Item P-610	Concrete for Miscellaneous Structures
Item F-161	Wire Fence with Steel Posts
Item T-901	Seeding
Item T-908	Mulching

9. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty

10. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with Airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare an Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the Airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct a final internal review of all design documents and incorporate any necessary changes.

11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Sponsor in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Lochner. The Sponsor, State, and FAA will be given a digital copy of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Sponsor during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Project Manager and Engineer.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the] date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and assist in notification to unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Sponsor with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review Contractor's bonds, insurance certificates, construction schedules. Review Contractor's sub-contracts.
2. Provide Sponsor and FAA with a digital copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with a digital copy of the Contract Documents, Specifications, and Construction Plans, complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Conduct pre-construction conference. The pre-construction conference will be held videoconference, and will be attended by the Project Manager and Resident Project Representative (RPR).
5. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the RPR and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
6. Provide technical assistance and recommendations to the Sponsor during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, RPR and Owner for project updates, questions, and instruction.
7. Construction Site Visits. This item includes one (1) trip for Element 1 to the job site for on-site clarification by the Project Manager.
8. Prepare change orders and supplemental agreements, if required, including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
9. Review and certify monthly Contractor payment requests. Pay requests will be reviewed for accuracy with the Contractor and RPR.

B. Construction Observation Services

1. Provide a review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.

2. Provide a full time Resident Project Representative (RPR) to monitor and document construction progress, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor.
4. Conduct final project inspection with the Sponsor, FAA and the Contractor. Any punch list items will be noted and coordinated with the Contractor for necessary action. The final inspection will be held on-site and will be attended by the Project Manager and RPR.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Prepare Summary of Tests report to document the acceptance testing performed on the project.
2. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
3. Update Airport Layout Plan, Sheet 1, to reflect as-built conditions.
4. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive drawings in pdf format. AutoCAD files can be provided upon request.
5. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

Subconsultant Services

1. Topographical/Land Survey

In-House Services

1. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Support of Development the Sponsor's DBE Program:
 - i. Coordinate with the Sponsor to assign or confirm the DBE Liaison and Reconsideration officials.
 - ii. Assist the Sponsor's DBE Liaison with gaining access to the FAA Connect website.
 - iii. Develop the DBE Policy Statement.
 - iv. Identify DBE financial institutions in the county and state area.
 - v. Develop the Small Business Element and associated proposal forms.
 - vi. Identify and develop proper monitoring and enforcement mechanisms in compliance with applicable laws and regulations.
 - vii. Identify and establish mechanisms for ensuring compliance with Prompt Payment Laws and Regulations.
 - viii. Verify the Sponsor's membership in the State UCP or assist them in obtaining membership if required.
 - ix. Prepare DBE program documentation in accordance with the established guidelines.
 - x. Coordinate with the FAA and make necessary adjustments as needed.
 - xi. Finalize the DBE Plan and submit the required documents for approval via the FAA Civil Rights Connect website.
 - xii. Assist the Sponsor in ensuring compliance with record-keeping requirements as outlined in USDOT 49 CFR Part 26.
 - xiii. Provide the sponsor with a Civil Rights website link to ensure FAA compliance with the Sponsor's Civil Rights Programs.
 - xiv. Oversee the implementation, maintenance, and ongoing support of the program.
 - b. Triennial Goal Methodology:
 - i. Develop the Sponsor's Overall Goal Calculation for Triennial DBE Goals:
 - ii. Research the applicable market area, including reviewing current State DOT-certified DBE listings.

- iii. Analyze the availability of potential contractors compared to all contractors in the market area using US Census data.
- iv. Utilize the preliminary cost estimate from the Project Development phase to identify potential DBE work items, breaking down the percentage of work by NAICS codes.
- v. Determine if the goal should be race/gender neutral (RN) or race/gender-conscious (RC), or a combination of both, based on available disparity studies and past project history.
- vi. Adjust goal calculations as needed and establish specific steps and milestones to address any identified issues to ensure compliance.
- vii. Conduct Public Consultation with Stakeholders:
- viii. Organize a meeting with minority, women's, and general contractor groups, community organizations, and other relevant stakeholders.
- ix. Gather input on the availability of disadvantaged and non-disadvantaged businesses.
- x. Assist the Sponsor in Submitting DBE Goals to the FAA Civil Rights Office.
- xi. Ensure Compliance with USDOT 49 CFR Part 26:
- xii. Assist the Sponsor in meeting all record-keeping and compliance requirements as outlined in USDOT 49 CFR Part 26.
- xiii. Update and Maintain the Sponsor's Civil Rights Programs Website:
- xiv. Ensure the website includes the DBE Goal Public Notice and posts the triennial goals in compliance with regulations.
- xv. Complete Annual DBE Utilization Reporting:
- xvi. Prepare and submit the fiscal year DBE utilization report to the FAA Civil Rights Connect Website.
- xvii. Include detailed information on all awarded, ongoing, or closed grants, with a breakdown of prime, subcontract, and DBE contract numbers.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The compensation for the Scope of Work described in Attachment A-4 shall be at the rates shown on page one of the Lochner proposal included in Attachment A-4, dated 1/30/2025, which include both lump sums and cost-plus-fixed-fee work items, and shall not exceed \$237,140.

AGREEMENT BETWEEN COUNTY OF INYO
AND Armstrong Consultants
FOR THE PROVISION OF Engineering, Architecture and Planning **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering, Architecture and Planning services of Armstrong Consultants (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 Public Works Director. 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 November 1, 2022, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on October 31, 2027, 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 Public Works Director. 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 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 to, by virtue of this Agreement 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 ten thousand \$ 10,000 .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:

Public Works	Department
168 N Edwards St	Address
Independence, CA 93526	City and State

Consultant:

ARMSTRONG CONSULTANTS, INC.	Name
751 Horizon Ct	Address
Grand Junction, CO 81506	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.


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AGREEMENT BETWEEN COUNTY OF INYO
AND Armstrong Consultants

FOR THE PROVISION OF Engineering, Architecture and Planning **SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 28th DAY OF December, 2022.

COUNTY OF INYO

By: 
Signature
Jennifer Roeser
Print or Type Name

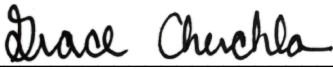
Dated: 12/28/20

CONSULTANT

By: 
Signature
Dennis Corsi
Print or Type Name

Dated: 12.20.22

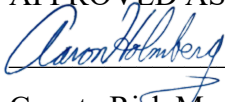
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCOPE OF WORK:

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The initial scope of the Agreement includes the services described in the attached Task Order A.

**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED NOVEMBER 1, 2022**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **INYO COUNTY (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.


2. **LOCATION** – Inyo County, California

3. **WORK PROGRAM** – On-Call Engineering and Consulting Services
(See Attached Scope of Work)

4. **FEES** - The fees will be Time and Materials (See Attached Rate Table)

Fees shall not exceed \$10,000.00 without prior approval from the Sponsor

SPONSOR:
INYO COUNTY



ENGINEER:
ARMSTRONG CONSULTANTS, INC.



Dennis Corsi, President

**TASK ORDER A
SCOPE OF WORK
INYO COUNTY
MISCELLANEOUS ON-CALL SERVICES**

This Scope of Work is intended to provide On-Call Planning, Engineering and Consulting Services to support Inyo County for miscellaneous Tasks requested by the Sponsor. The work covered in this scope is generally not funded by Federal or State sources. The intent of this Task Order is to provide an efficient and effective method of executing and completing the various items as needed.

Said Tasks may include, but are not limited to, the preparation and/or update of various drawings, plans, sketches or visual aids, cost estimates, minor design or engineering assignments, feasibility studies, reports and documentation, facilitation or participation in conferences or meetings, reviewing other consultant work products, and/or site visits and evaluation of conditions.

Engineer's services for the above described Tasks will be provided in accordance with mutually agreed upon assignments and may include one or more of the services listed above. Tasks will be assigned and/or agreed upon in writing with sufficient description to ensure the deliverables, level of effort and timeframe are understood. Invoices will be submitted monthly or upon completion of a specific Task or milestone.

Rate Table

Work activities will be billed in accordance with hourly rate table listed below. Cumulative fees under this Task Order shall not exceed \$10,000 without prior approval from the Sponsor. Cumulative and current balance updates for the overall Task Order contract limit will be provided with each invoice.

DESCRIPTION	HOURLY RATE
Principal	\$242/hr
Senior Project Manager	\$193/hr
Project Manager	\$175/hr.
Project Engineer	\$147/hr.
Project Planner	\$143/hr.
Senior Drafter / Designer	\$147/hr
Designer	\$121/hr.
Field Eng. Supervisor	\$147/hr.
Resident Project Representative	\$135/hr.
Project Coordinator	\$99/hr.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCHEDULE OF FEES:

This is a five year, on-call master service agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other funding sources. Any future work assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The schedule of fees for the initial scope of this Agreement is included in the document Task Order A, included in Attachment A: Scope of Work of this Agreement.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

No travel or per diem payments are included in the initial Agreement.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SEE ATTACHED INSURANCE PROVISIONS

The following insurance requirements will apply to all work carried out under this Agreement unless modified for a specific project by amendment.

2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence for engineering services** and no less than **\$1,000,000 per occurrence for planning services**. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

2022 Insurance Requirements for Professional Services

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

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

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

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

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

2022 Insurance Requirements for Professional Services

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

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

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

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

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

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

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

LONE PINE/DEATH VALLEY AIRPORT – RESURFACE TAXIWAY A AND
CONNECTING TAXIWAYS PROJECT
DESIGN AND CONSTRUCTION PHASE SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Armstrong Consultants (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027.

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 ninety five thousand, seven hundred dollars (\$95,700.00) (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 Lone Pine/Death Valley Airport – Resurface Taxiway A and Connecting Taxiways, as described Attachment A-1 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A-1 to the Contract shall be the lump-sum, fixed-price fee of \$85,700.00.

The effective date of this amendment to the Agreement is 2/1/2023.

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
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

LONE PINE/DEATH VALLEY AIRPORT – RESURFACE TAXIWAY A AND
CONNECTING TAXIWAYS PROJECT
DESIGN AND CONSTRUCTION PHASE SERVICES

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

COUNTY OF INYO

CONSULTANT: ARMSTRONG CONSULTANTS

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
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the completion of the design and construction phase services of the Lone Pine/Death Valley – Resurface Taxiway A and Connecting Taxiways Project, as further described in the attached Task Order B, dated February 22, 2023 from Armstrong Consultants.

**TASK ORDER B
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED FEBRUARY 22, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Lone Pine Airport | Lone Pine, California

3. **WORK PROGRAM** – Attached

Element 1 – Resurfacing Taxiway A and Associated Connector Taxiways (35' x 4,100')

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

Element 1 – Project Development \$3,460.00

Element 1 – Design

Preliminary Design \$12,850.00

Final Design \$16,780.00

Element 1 – Bidding Services \$8,090.00

Element 1 – Construction Period Services

Construction Administration Services \$8,380.00

Construction Inspection Services \$24,440.00

Element 1 – Project Closeout \$3,440.00

Element 1 – Special Services

Update Categorical Exclusion \$1,870.00

DBE Program Assistance \$6,390.00

Engineering Total **\$85,700.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
COUNTY OF INYO, CALIFORNIA

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Dennis Corsi, President

ELEMENT #1 RESURFCE TAXIWAY A and ASSOCIATED CONNECTOR TAXIWAYS (35'x4,100')

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, FAA, and State to establish parameters for the project definition and work areas, budget, and schedule.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey will not be required nor completed as part of this project.
2. A geotechnical investigation will not be required nor completed as part of the project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA
 - b. Verify existing ALP dimensions and data.
5. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review available record drawings of the project site.
 - c. Conduct one (1) design site visit by the Project Manager for familiarity with the site.
6. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Marking Removals Plan	2 Sheets
d	Pavement Maintenance and Marking Layout Plans	2 Sheets
e	Typical Details	1 Sheets
f	Construction Safety and Phasing Plan	2 Sheets
TOTAL SHEET COUNT		9 Sheets

Drawings may be added or deleted during the design phase if required.

7. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately

responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

8. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Elements 1 and 2 may include the following items:

Item C-105	Mobilization
Item P-101	Preparation/Removal of Existing Pavements
Item P-608	Emulsified Asphalt Seal Coat
Item P-626	Emulsified Asphalt Slurry Seal Surface Treatment (Optional)
Item P-620	Runway and Taxiway Marking

9. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty
10. Prepare and submit FAA design Modifications to Standards, in necessary.
11. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA, State and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA, State, and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include one (1) site visit by the Senior Project Manager and Project Engineer to field verify project plans and specifications and to attend a user meeting to discuss the project.
11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates

revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

12. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Senior Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules. Review contractor's sub-contracts.
2. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Prepare and submit a Strategic Event Coordination Form.
5. Conduct pre-construction conference. It is assumed that the preconstruction conference will either be held on site the first day of construction or it will be conducted via video conference at some time prior to construction starting.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
7. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
8. Construction Site Visits. This item includes one (1) additional trip to the job site for on-site clarification by the Project Manager.
9. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
10. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident project representative. Engineer will prepare FAA payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full-time resident project representative to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action. It is assumed that the final inspection will be conducted on the final day of inspection and attended by the RPR.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
2. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format.
3. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Assist the Sponsor in updating the Categorical Exclusion package that was originally submitted in 2018. Work is anticipated to include updating the narrative and exhibits to better reflect the actual work proposed by this project.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Update the Sponsor's DBE Plan
 - b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
 - c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
 - d. Advertise developed DBE goal.
 - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office
 - f. Assist the Sponsor with annual DBE utilization reporting.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$85,700 for the services detailed in Attachment A-1. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

BISHOP AIRPORT PASSENGER ENPLANEMENT FORECAST AND
TERMINAL BUILDING CONCEPTUAL DESIGN

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Armstrong Consultants (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027.

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 one hundred and ninety-five thousand, one hundred and thirty two dollars (\$195,132.00) (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 Passenger Enplanement Forecast and Terminal Study as described Attachment A-2 to the Contract.
3. The Consultant's fee for the scope of work described in Attachment A-2 to the Contract shall be the lump-sum, fixed-price fee of \$99,432.00.

The effective date of this amendment to the Agreement is 11/28/2023.

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

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services
BISHOP AIRPORT PASSENGER ENPLANEMENT FORECAST AND
TERMINAL BUILDING CONCEPTUAL DESIGN

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
5th DAY OF December, 2023.

COUNTY OF INYO

By:

Dated: 04/30/2024

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

CONSULTANT: ARMSTRONG CONSULTANTS

By:

Dated: 04/24/24

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 TO: October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the completion of the design and construction phase services of the Bishop Airport Passenger Enplanement Forecast and Terminal Building Conceptual Design, as further described in the attached *Task Order C*, dated October 2, 2023 from Armstrong Consultants.

**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED December 5, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 28th, 2022 between **INYO COUNTY, CALIFORNIA (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Bishop Airport, Bishop California

3. **WORK PROGRAM** – Attached

4. **FEES**

Passenger Enplanement Forecast and Terminal Study: \$99,432

OWNER:
INYO COUNTY, CALIFORNIA

By _____

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

By _____

Justin Pietz, National Planning Lead

BISHOP AIRPORT PASSENGER ENPLANEMENT FORECAST AND TERMINAL BUILDING CONCEPTUAL DESIGN

FINAL SCOPE OF WORK

OVERVIEW

The Bishop Airport (BIH) is a primary commercial service airport located within Inyo County, along the eastern Sierra's of California. The airport is currently served by United Airlines with service to Denver International Airport (DEN) and San Francisco International Airport (SFO). United Airlines is currently operating the Canadair Regional Jet 700 aircraft.

The planning study will include enplanement forecasts to assist in determining facility requirements and serve as a guideline for the terminal building development. A facilities implementation plan will be established, identifying improvements in a phased manner based upon the existing and forecasted demand.

BIH Commercial Activity Level Forecast Elements

Element 1 - Project Management

Task 1.1 Project Management and Quality Control

Element 2 – Enplanement Forecasts

Task 2.1 Review of Historical Data and Forecasts

Task 2.2 Establish Existing Baseline for Enplanement Demand

Task 2.3 Evaluate Factors Influencing Enplanement Demand

Task 2.4 Establish Existing and Future Critical Aircraft

Task 2.5 Forecast Coordination and Approval

Element 3 – Future Terminal Building Facility Requirements

Task 3.1 Terminal Building Requirements and Conceptual Design

Element 4 – Update Airport Layout Plan

Task 4.1 Update Airport Layout Plan

ELEMENT 1 PROJECT MANAGEMENT

Task 1.1 Project Management and Quality Control

Description: To provide appropriate direction and project management for the development of the BIH Enplanement Forecast as each assignment is undertaken and completed, Armstrong Consultants will maintain close liaison with the Bishop Airport staff, interested parties and the Federal Aviation Administration (FAA).

Armstrong Consultants, Inc. will be responsible to ensure consistency throughout the project in terms of written and graphic communication, through regular in-house meetings and communications, quality control, final word processing, proof-reading, editing, final artwork and graphics, presentation graphics, and production of all documents.

Ongoing coordination will be held among the Consultants Team for the purpose of quality control, coordination, and strategy. Periodic study updates will be held between the Consultant Team and the Sponsor, as needed, via conference calls and written progress reports. The purpose of the updates will be to report progress made on the study, receive input from the Consultant Team and Sponsor, report phases and sub-phases that have been completed, identify any unforeseen problems for purpose of resolution, and allow for various stages of review of findings throughout the process.

Invoices will be submitted to the Sponsor at key project milestones based on the percentage of completed tasks.

ELEMENT 2 ENPLANEMENT FORECASTS

Task 2.1 Review of Historical Data and Forecasts

Description: Review previous forecasts including FAA National Plan of Integrated Airport Systems (NPIAS), published FAA enplanement Terminal Area Forecast data (TAF), for comparison and guidance in developing short (1-5 year), and intermediate (5-10 year) enplanement forecast methodologies.

Deliverable: Historical enplanement data and forecasts will be collected and summarized to assist in the development of enplanement demand forecasts.

Task 2.2 Establish Existing Baseline for Enplanement Demand

Description: Collect data based on actual enplanement count reports provided by Airport/Airline Management for calendar and fiscal year 2022 at BIH. The data will be utilized to provide an updated baseline of existing enplanements.

Deliverable: A baseline for 2022 enplanement demand will be established. A summary of actual enplanements will be provided for comparison to the FAA TAF data. Any discrepancies between actual enplanements and FAA TAF data will be detailed.

Task 2.3 Evaluate Factors Influencing Aviation Demand and Develop Enplanement Forecast

Description: Review local, regional and national trends influencing and affecting planning activity levels (PALs) for enplanement demand at the airport. Economic characteristics, demographic characteristics and geographic attributes of the established service area will be considered and applied to selected methodologies to develop enplanement forecasts for the planning period. The 10-year planning period will be for the Calendar and Fiscal Years 2023-2033.

Methodologies for developing enplanement forecasts may include:

- a. Comparative analysis of the previous and existing forecasts listed above.
- b. Trend analysis of historical activity levels projected forward.
- c. Per Capita Analysis correlating future growth to future population growth.
- d. Cohort analysis or a combination of the other forecasting analysis.

Deliverables: Annual enplanement forecast activity projected for the 10-year planning period.

Task 2.4 Establish Existing and Future Critical Aircraft

Description: Collect and review existing operations data of commercial aircraft at BIH to identify the existing critical aircraft. Review regional and national trends occurring within the commercial air carrier fleets to assist in determining the future critical aircraft. Coordinate with airline representatives currently operating at BIH to determine any trends in future aircraft operations at the airport.

Deliverables: Establish existing critical aircraft and forecasted future critical aircraft for terminal building demand.

Task 2.5 Forecast Coordination and Approval

Description: Forecasts will be submitted to FAA for review and approval. General guidance for FAA forecast approval in comparison to the most recent TAF.

Deliverables: Consultant will submit and coordinate forecast approval with FAA.

ELEMENT 3 FUTURE TERMINAL BUILDING FACILITY REQUIREMENTS

Task 3.1 Future Terminal Building Requirements and Conceptual Design

Description:
Provide design services for the architectural design. This assumes up to two site visits during the concept design phase.

Conduct a kick off meeting for the Project. The purpose of the meeting is to establish the parties' mutual understanding of the Project objectives, Schedule, budget, and delivery process.

The agenda shall include the following:

- a) Introduction of key team members, including each party's primary contact and the person authorized to make decisions
- b) Discussion of Project performance targets
- c) Discussion of Schedule milestones, including process and durations for Client's review and approval
- d) Discussion of the process for establishing the Project Budget and developing check estimates at key design milestones
- e) Review and discussion of existing site conditions
- f) Discussion of communication protocols
- g) Identification of key personnel and protocols for invoicing and payment
- h) Discussion of LEED or other sustainability objectives and any specialty consultants to be engaged to provide related services.

The forecast information will be used for the development program and terminal building size.

The architect will review record documentation provided by Inyo County of the existing site conditions, including topographical surveys, geotechnical reports, etc. The architect may visit the Project site to verify reasonably observable conditions.

Deliverables:

Based on the approved program, the architect will develop design diagrams and digital massing models that depict the basic design concept for the project. At the completion of the Concept Design phase the architect will deliver:

- a) Conceptual Site plan, illustrating proposed building siting and associated parking/site improvements
- b) Conceptual floor plan, illustrating program requirements and established adjacencies
- c) Conceptual program chart listing interior building functions
- d) 1 to 2 conceptual renderings or visualizations of digital massing models
- e) ROM cost estimate

The architect will provide the Concept Design Documents in PDF. Deliverables will be an 11x17 design package. The architect will incorporate such changes in the Concept Design phase within the first three weeks of the concept design schedule.

ELEMENT 4 **AIRPORT LAYOUT PLAN UPDATE**

Task 4.1 Update the Airport Layout Plan

Description: Upon the completion of the conceptual terminal design, Armstrong will prepare an update to the Airport Layout Plan and Terminal Area Drawing to ensure setback requirements are met and to accurately reflect the future terminal building development.

Deliverables: Updated ALP and TAD in full-size PDF format for approval.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$99,432 for the services detailed in Attachment A-2.

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
For
On-Call Airport Engineering, Architecture and Planning Services
AQUIRE SNOW REMOVAL EQUIPMENT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Armstrong Consultants (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027;

WHEREAS, effective September 3, 2024, Armstrong Consultants, assigned County of Inyo Standard Contract No. 161 to H.W. Lochner, Inc. (hereinafter referred to as "Consultant");

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 two hundred twenty two thousand, three hundred and seventy two dollars (\$222,372.00) (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 Passenger Enplanement Forecast and Terminal Study as described Attachment A-3 to the Contract.
3. The Consultant's fee for the scope of work described in Attachment A-3 to the Contract shall be the lump-sum, fixed-price fee of \$27,240.
4. Per paragraph 27 of the Contract, Inyo County hereby consents to the assignment of all of Contractor's right, responsibilities, and liabilities under the Contract to H.W. Lochner, Inc..

The effective date of this amendment to the Agreement is 3/1/2024.

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

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
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For
On-Call Airport Engineering, Architecture and Planning Services

AQUIRE SNOW REMOVAL EQUIPMENT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
10th DAY OF _September_, 2024.

COUNTY OF INYO

CONSULTANT: ARMSTRONG CONSULTANTS

By: 

By: 

Dated: September 10, 2024

Dated: Sep 3, 2024

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the acquisition of airport snow removal equipment, as further described in the attached *Task Order D*, dated July 22, 2024 from Armstrong Consultants.

**TASK ORDER D
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED JULY 22, 2024**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** –Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

Element 1 – *Acquire Snow Removal Equipment*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development and Administration \$4,110.00

Element 1 – Bid Document Development \$14,020.00

Element 1 – Bidding Services \$4,610.00

Element 1 – Contract Administration Services \$3,030.00

Element 1 – Project Closeout \$1,470.00

Engineering Total **\$27,240.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program, issued May 24, 2023, is incorporated by reference.

SPONSOR:
COUNTY OF INYO, CALIFORNIA

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Erik Vliek

Erik Vliek, Business Manager

**SCOPE OF WORK
BISHOP AIRPORT
COUNTY OF INYO, CALIFORNIA**

ELEMENT #1 ACQUIRE SNOW REMOVAL EQUIPMENT

1. This project element includes the acquisition of an all-wheel drive airport runway plow truck, and an industrial 4X4 tractor with snow removal attachments to be used on the Airport.
 - 1.1. The vehicles specified are an all-wheel drive truck with a 14-foot high-speed runway plow and an industrial 4X4 tractor with snow removal attachments. The attachments will include a front mounted rotary broom, a multi-function ramp plow and a rotary snow blower. The vehicles will also include an aviation band radio (ICOM IC-A120) installed in the cab.
 - 1.2. The airport currently utilizes County-owned and operated equipment for snow removal activities. This project will acquire snow removal equipment that will be used only on Airport property and airfield pavement. The snow removal equipment storage building is pending construction; once completed this equipment will be stored within the building.

Estimated Equipment Cost is:

Plow Truck	\$300,000
Industrial 4X4 tractor	\$200,000
- Loader/4-in-1 bucket	\$27,000
- Rotary broom	\$20,000
- Multi-function ramp plow	\$15,000
- Rotary snow blower	\$25,000

I. PROJECT DEVELOPMENT AND ADMINISTRATION

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a scoping conference with the Sponsor and FAA to establish parameters for the project definition, budget, schedule, and equipment availability.
2. Develop preliminary cost estimates for the proposed equipment based on supplier quotes.
3. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA input.
4. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
5. Incorporate final detailed Scope of Work and negotiated fees into a final Agreement for Professional Services and coordinate final approval and signature with the Sponsor.
6. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, and FAA that is not related to a specific task but is essential to the project process. This work includes:
 - a. Drafting project correspondence for Sponsor's use in coordination with FAA.
 - b. Perform the business aspects of the project.
 - c. Perform the grant administration for the project.

II. BID DOCUMENTS DEVELOPMENT

The bid documents development phase is intended to identify and evaluate cost effective and practical solutions for the equipment identified. The designer will complete its evaluation of alternatives through contacts with local authorities, equipment vendors, and a practical design approach. A formal set of bidding documents, including technical specifications, will be developed.

Activities include:

1. Evaluate local conditions:
 - a. Evaluate airfield needs for snow removal equipment.
 - b. Evaluate existing airfield equipment to determine compatibility constraints.
 - c. Evaluate existing storage facility to determine size compatibility constraints.
 - d. Research available snow removal equipment options
 - e. Solicit input from various equipment dealers and manufacturers.
2. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the desired equipment. Specifications will include sufficient details to ensure that the equipment being acquired meets the needs of the airport. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.
3. Conduct preliminary review of equipment specifications with the FAA and Sponsor and solicit preliminary design review comments.
4. Incorporate preliminary design comments and respond as necessary to requests for additional information.
5. Prepare preliminary contract documents. The Engineer will prepare the contract documents including the agreement between the Sponsor and equipment Supplier. Preparation will include establishing the location for delivery and commissioning. Contract documents will be prepared and submitted to the FAA and Sponsor for review prior to finalizing the purchase. The Sponsor is ultimately responsible for reviewing and ensuring contract terms comply with local law and requirements.
6. Prepare final Estimate of Probable Equipment Cost for each Element. The estimate will be based on information obtained from previous projects, equipment dealers, manufacturers, and other databases available.
7. Prepare and submit FAA design Modifications to Standards, if necessary.

III. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in obtaining proposals for the desired equipment. It is anticipated that this will be accomplished by a competitive bid process. Engineer will assist in dialogue with potential bidders to quantify bidder questions and assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on page 1 cover one iteration of the bidding process.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Equipment specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a digital copy of the specifications and contract documents.
2. Evaluate bids received for qualifications according to Federal Procurement requirements.
3. Prepare an abstract of bids received and prepare an award recommendation letter.
4. Assist in award notification to chosen vendor(s).

IV. CONTRACT ADMINISTRATION SERVICES

During the construction phase of the project, the Engineer will assist the Sponsor with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

1. Coordinate delivery of equipment and required user training.
2. Conduct final project inspection with the Sponsor, FAA, and the Contractor. Any punch list items will be noted and coordinated with the Contractor for necessary action.

V. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
2. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

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FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$27,240 for the services detailed in Attachment A-3.












Armstrong Amendment 3_v2

Final Audit Report

2024-09-03

Created:	2024-08-30
By:	Ashley Helms (ahelms@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZibQ8HCB9C-WqGuf5xUwc8E9b3_E9JNG

"Armstrong Amendment 3_v2" History

-  Document created by Ashley Helms (ahelms@inyocounty.us)
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-  Document emailed to Breanne Nelums (bnelums@inyocounty.us) for delivery
2024-08-30 - 8:18:50 PM GMT
-  Email viewed by Breanne Nelums (bnelums@inyocounty.us)
2024-08-30 - 8:19:39 PM GMT
-  Ashley Helms (ahelms@inyocounty.us) added alternate certified recipient Travis Dean (tdean@inyocounty.us).
The original certified recipient Breanne Nelums (bnelums@inyocounty.us) can still certify.
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COUNTY OF INYO
CALIFORNIA

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 Agreement completed.

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COUNTY OF INYO
CALIFORNIA

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INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2024-891

Emergency Medical Care Committee Workshop Health & Human Services - Health/Prevention NO ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Receive a presentation from the Emergency Medical Care Committee (EMCC) and provide direction to staff, as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Emergency Medical Care Committee (EMCC) in Inyo County is comprised of local Emergency Medical Services providers and hospital representatives. Authority for the establishment of an EMCC advisory council comes from California Health and Safety Code, division 2.5, Section 1797.270 et seq.

According to the Inyo County EMCC bylaws, the EMCC functions in an advisory manner to the Inyo County Board of Supervisor and the local Emergency Medical Services Agency, known as the Inland Counties Emergency Medical Agency (ICEMA). The committee's bylaws state that the committee shall "report to the Inyo County Board of Supervisors and ICEMA it's observations and recommendations relative to its review of the ambulance services, emergency medical care, first aid practices, programs for training people in cardiopulmonary resuscitation and lifesaving first aid techniques, and public participation in such programs in Inyo County. The Committee shall also report on the status of completion of the annual EMCC goal. The EMCC shall submit its observations and recommendations to the Inyo County Board of Supervisors, and to ICEMA, on all matters relating to emergency medical services as directed by the Board of Supervisors."

For several years, the EMCC has recognized the fragility of the volunteer EMS system in Inyo County, and the particular challenges faced by all EMS providers in Inyo County that are exacerbated by inconsistent and insufficient funding; difficulty recruiting, training and retaining qualified Emergency Medical Technicians (EMTs) and Paramedics; and challenges covering remote areas of the county that are, sometimes, hours from an emergency room or higher level of care. Members of the EMCC participated in the County's contracted EMS study in 2023 and 2024, and generally found fault in the data, analysis, and conclusions drawn in the study.

In October 2024, the EMCC formed a subcommittee to meet with Volunteer Fire Department (VFD) Chiefs across Inyo County to identify pressing needs and propose actionable solutions for the county's EMS system. Following these consultations, the subcommittee compiled a list of immediate, intermediate, and long-term needs for enhancing EMS capabilities and infrastructure countywide. From this analysis, the EMCC intends to develop additional goals to inform broader EMS system

improvements.

With support from the EMCC, the subcommittee has requested this workshop in order to report on findings, provide recommendations, and receive further directions from your Board.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to defer this presentation to another time or provide alternative direction to staff and/or the EMCC.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Local Emergency Medical Service Providers, Fire Departments, and Hospitals.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Anna Scott	Created/Initiated - 1/14/2025
Darcy Israel	Approved - 1/14/2025
Anna Scott	Approved - 1/29/2025
Nate Greenberg	Approved - 2/3/2025
John Vallejo	Approved - 2/3/2025
Amy Shepherd	Approved - 2/3/2025
Nate Greenberg	Final Approval - 2/4/2025

ATTACHMENTS:

1. Emergency Medical System Needs Presentation 2.11.25

Inyo County EMS System-Wide Needs



SUMMARY OF IMMEDIATE,
INTERMEDIATE, AND LONG-
TERM GOALS



DATE: FEBRUARY 11, 2025



PRESENTED BY: INYO COUNTY
EMERGENCY MEDICAL CARE
COMMITTEE (EMCC)

Introduction



EMCC established a sub-committee in October 2024 to meet with each Volunteer Fire Department Chief



Summary findings and recommendations presented to EMCC in December and were further refined with input from the EMCC and VFD Chiefs in January and February 2025.

System-wide Immediate Needs (0–12 Months)

Expand	Expand EMT recruitment and retention strategies.
Provide	Provide fit tests, vaccinations, and OSHA-compliant training.
Upgrade	Upgrade communication infrastructure in underserved areas (e.g., Tecopa, Charleston View).
Update	Update mutual aid agreements for improved response coordination.
Invest in	Invest in biomedical program maintenance.
Install	Install emergency power generators at all fire departments (excluding Big Pine VFD, which is equipped).
Address	Address EMT staffing crises, training gaps, and equipment upgrades across various VFDs.

System-wide Intermediate Needs (1–3 Years)

- Implement QA programs for billing and charting.
- Establish centralized scheduling and certification tracking.
- Expand standardized mutual aid agreements and advanced EMT training programs.
- Deploy an Advanced Life Support (ALS) Quick Response Vehicle for Southern Owens Valley.
- Construct and refurbish fire stations, modernize ambulances, and enhance training and disaster preparedness capabilities.





Create a centralized EMS education and training center.



Advocate for sustainable funding (e.g., regional tax measures).



Implement Emergency Medical Dispatch (EMD) for improved triage.



Pursue legislative changes to simplify volunteer responder certifications.



Expand and modernize infrastructure and resources, focusing on resilience and preparedness.

System- wide Long- Term Needs (3+ Years)

Board Recommendations

- Immediate Actions:

- Direct staff to:

- Identify grant funding for and support the installation of emergency generators in all VFDs.
 - Collaborate with VFD Chiefs to update mutual aid agreements, prioritizing Southern Inyo and Olancho-Cartago VFDs.
 - Enhance countywide emergency communication systems and radio interoperability.
 - Support community outreach and recruitment of volunteers.



Board Recommendations, Cont.

- Long-Term Strategies:
 - Provide direction to EMCC to continue workgroup efforts to develop a detailed long-range plan, including:
 - Transition to a paid staffing model or ALS overlay with a Quick Response Vehicle.
 - Facility and equipment upgrade/replacement schedules, including broader consideration of fire and safety infrastructure.
 - Consolidated administrative functions, including training, billing, and quality assurance.
 - Explore joint governance structures that would increase collective impact and system management.
 - Conduct a comprehensive financial analysis to inform funding strategies for infrastructure and operations.



The EMCC's recommendations prioritize both immediate operational improvements and the development of a sustainable, resilient EMS system. Staff and EMCC subcommittee members seek the Board's input on these recommendations and to provide direction to staff to proceed with the proposed actions.

Conclusion



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 11, 2025

Reference ID:
2025-83

Auditor-Controller - In accordance with Government Code section 26920, an actual count of money in the hands of the treasurer made on February 3, 2025.

Auditor-Controller

ITEM SUBMITTED BY

ITEM PRESENTED BY

RECOMMENDED ACTION:

BACKGROUND / SUMMARY / JUSTIFICATION:

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	
Budgeted?	Yes / No	Object Code	
Recurrence	One-Time Expenditure / Ongoing Expenditure	Sole Source?	Yes / No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$XXX for the period between XXX and XXX
Future Fiscal Year Impacts
Up to \$XXX for the period between XXX and XXX or N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

PLEASE CHOOSE THE STRATEGIC PLAN OBJECTIVE WHICH YOUR ITEM MOST CLOSELY ALIGNS WITH AND DELETE THE REST (INCLUDING THIS HEADER). IF YOUR ITEM DOES NOT RELATE TO THE STRATEGIC PLAN, PLEASE CHOOSE "Not Applicable"

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Community Supporting Infrastructure Improvements
Thriving Communities | Highest and Best use of Property
Thriving Communities | Improve Housing Opportunities
Thriving Communities | Enhanced Health, Social, & Senior Services
Thriving Communities | Quality Parks and Recreation Amenities
Thriving Communities | Enhanced Transportation Services
Thriving Communities | Climate Resilience and Natural Resource Protection
Economic Enhancement | Local Businesses, Organizations, and Workforce
Economic Enhancement | Sustainable Recreation Initiatives
Economic Enhancement | Collaborative Regional Economic Development
High Quality Services | Quality County Employees
High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government
High Quality Services | Improved County Facilities
High Quality Services | Public Safety and Emergency Response
Not Applicable

APPROVALS:

Darcy Israel
Darcy Israel
Darcy Israel
Keri Oney
John Vallejo
Amy Shepherd
Nate Greenberg

Created -

ATTACHMENTS:

1. Actual Count 02.03.25



COUNTY OF INYO

OFFICE OF THE AUDITOR-CONTROLLER

P.O. Drawer R, Independence, California 93526
(760) 878-0343 • Fax (760) 878-0391

AMY SHEPHERD
Auditor-Controller

February 3rd, 2025

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Grae Biggs

STATEMENT
MONEY IN COUNTY TREASURY

FOR DECEMBER 06, 2024-JANUARY 15, 2025

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending January 15, 2025

Amount of money that should be in the treasury on JANUARY 15, 2025

is	\$236,039,930.30	
Receipts from 092824-120524	\$23,707,338.28	
(Less paid warrants) Amount actually therein is	(\$23,063,162.69)	
Active Balance		\$10,119,996.88
BANK DEP ON HAND		\$0.00
BMO MONEY MARKET		\$3,756,736.54
LAIF		\$25,000,000.00
UBS MONEY MARKET		\$5,000,000.00
LOCAL AGENCY DEBT		\$1,700,000.00
FEDERAL AGENCIES		\$157,180,080.00
FA-TREASURY NOTES/BONDS		\$0.00
COMMERICAL PAPERS		\$29,990,766.68
CORPORATE OBLIGATION		\$0.00
CD		\$3,222,000.00
US BANK MONEY MARKET		\$0.00
CHECKS		\$0.00
CURRENCY		\$54,621.00
COINS		\$44.40
	236,684,105.89	\$236,024,245.50

Difference:

01-15-25 REMOTE DEPOSIT IN TRANSIT	\$659,869.39
12-23-24 TREASURY RDC ERROR	(\$9.00)
DIFFERENCE TOTALS	\$659,860.39

Amy Shepherd

County Auditor

Subscribed and sworn to before me this

3rd

day of

February 2025



W. J. [Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY