



INYO COUNTY BOARD OF SUPERVISORS

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



DAVID FRASER

COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL

ASST. CLERK OF THE BOARD

AMENDED 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

March 31, 2026

8:30 A.M.

- 1) **Public Comment on Closed Session Item(s)**
Comments will be accepted at this time related strictly to items on the Closed Session portion of the agenda. Comments will be limited to three minutes.

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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.
- 3) **Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al. Inyo County Superior Court Case No. 12908.

- 4) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Eastern Sierra Child Support Director.
- 5) **Conference with Legal Counsel – Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – In Re: National Prescription Opiate Litigation Case No. 1:17-md-2804.

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.**
- 6) **Pledge of Allegiance**
 - 7) **Report on Closed Session as Required by Law**
 - 8) **Public Comment**
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.
 - 9) **Board Member Reports**
The Board will provide updates on recent or upcoming meetings, important issues discussed or to be discussed at those meetings, and any projects being explored.
 - 10) **County Department Reports**

CONSENT AGENDA

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

- 11) **Approval of Minutes from the Regular March 17 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular March 17, 2026 Board of Supervisors meeting.
- 12) **Appointments to the Mt. Whitney Cemetery District Board of Trustees**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Appoint Mr. Mark Taylor and Ms. Jessie Wilder to the Mt. Whitney Cemetery District Board of Trustees, to serve one unexpired four-year term ending May 31, 2027 and one unexpired four-year term ending May 31, 2028, respectively.

13) Appointment of Stephanie Tanksley as Local Governmental Agency (LGA) Coordinator for Inyo County

Health & Human Services | Anna Scott

Recommended Action:

Appoint Stephanie Tanksley, Inyo County Health and Human Services Deputy Director Public Health and Prevention, as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) activities with the California Department of Health Care Services, effective April 1, 2026.

14) Amendment No. 1 to the Contract with Shared Vision Consultants for Personal Services

Health & Human Services | Anna Scott

Recommended Action:

Approval of Amendment No. 1 to the contract between the County of Inyo and Shared Vision Consultants of Dublin, CA, for the provision of Professional Consultant Services to increase the contract amount by \$200,000, for a total amount not to exceed \$275,000, and amend the scope of work; and authorize the Chairperson to sign.

15) Amendment No. 10 to the Contract between County of Inyo and Daniel B. Stephens and Associates, Inc. for the Provision of Hydrological Services

Planning Department | Cathreen Richards

Recommended Action:

Approve Amendment No. 10 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2027, contingent upon the Board's approval of the 2026-2027 Fiscal Year budget, and authorize the chairperson to sign.

16) Surplus Vehicle Auction

County Administrator - Motor Pool | Miquela Beall

Recommended Action:

- A) Declare the vehicles identified in Exhibit A as surplus;
- B) Authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and
- C) Authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.

17) Amendment No. 6 to the Agreement with H.W. Lochner, Inc. for the Design of the Bishop Airport Equipment Storage Building

Public Works | Ashley Helms

Recommended Action:

Approve Amendment No. 6 to the agreement between the County of Inyo and H.W. Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$1,027,642, and authorize the Chairperson to sign.

REGULAR AGENDA

18) Report on Upcoming 2026 Mule Days Celebration

Community Organization | Bishop Mule Days
15 minutes

Recommended Action:

Receive a report on plans for the upcoming 2026 Bishop Mule Days Celebration and other news related to the event and organization.

19) Agreement between the County of Inyo and the Drug Enforcement Administration (DEA)

Sheriff | Chris Connolly
3 minutes

Recommended Action:

Ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$15,000 for the period of October 1, 2025 through September 30, 2026, and authorize the Sheriff or designee to sign the relevant documentation.

20) Utility Easement to Southern California Edison (SCE) for Provision of Electrical Service to County-Leased Telecommunications Site

County Administrator | Meaghan McCamman
10 minutes

Recommended Action:

- A) Approve a Grant of Easement to Southern California Edison (SCE) to allow for installation, operation, and maintenance of electrical infrastructure at 1001 County Road, Big Pine, and authorize the Chairperson to sign all documents necessary to convey the easement; and
- B) Find this action to be exempt from CEQA under Section 15305 (Minor Alterations in Land Use Limitations) as it involves a negligible expansion of an existing use previously approved and provides a minor change to the easement route for utility purposes.

21) Approval of Budget Amendments

County Administrator | Denelle Carrington
3 minutes

Recommended Action:

- A) Amend the Fiscal Year 2025-2026 Fuel Reduction Parks & Campgrounds Budget (612303) as follows: increase estimated revenue in State Grants (4498) by \$202,976 and increase appropriation as follows: increase Internal Charges (5121) by \$17,300; increase Professional Services (5265) by \$30,000; increase General Operating (5311) by \$5,676; and increase Equipment (5650) by \$150,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2025-2026 Fuel Reduction Vouchers Budget (612304) as follows: increase estimated revenue in State Grants (4498) by \$119,005 and increase appropriation as follows: increase Internal Charges (5121) by \$7,455; increase General Operating (5311) by \$14,350; and increase Professional Services (5265) by \$97,200 (*4/5ths vote required*).

22) Letters of Support for SB 1084, SB 1118, and SB 1162 (AMENDED)

Clerk of the Board | Chairperson Orrill
5 minutes

Recommended Action:

Approve letters of support for SB 1084 (Fire Safe Home Tax Credits Act), SB 1118 (Generator and Backup Power Tax Credits Act), and **SB 1162 (FAIR Plan and WUI Prioritization)**; and authorize the Chairperson to sign.

ADDITIONAL PUBLIC COMMENT

23) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.



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DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-185

Public Employee Performance Evaluation – Pursuant to Government Code §54957 – Title: Eastern Sierra Child Support Director County Administrator - Personnel NO ACTION REQUIRED

ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

ITEM PRESENTED BY

Amy Weurdig, Child Support Services Regional Director

RECOMMENDED ACTION:

Closed Session Evaluation — Eastern Sierra Child Support Director

BACKGROUND / SUMMARY / JUSTIFICATION:

Closed Session Evaluation — Eastern Sierra Child Support Director

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:

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Israel	Created -
Darcy Israel	-
Keri Oney	-
Amy Shepherd	-
Keri Oney	-
John Vallejo	-
David Fraser	-

ATTACHMENTS:



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-249

Approval of Minutes from the Regular March 17 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 March 17, 2026 Board of Supervisors meeting.

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 - 03/18/2026
Final Approval - 03/18/2026

ATTACHMENTS:

1. Draft March 17, 2026 Minutes

MINUTES



County of Inyo Board of Supervisors

March 17, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on March 17, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: CAO David Fraser, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

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

Closed Session Chairperson Orrill recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Counsel; No. 5 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Planning Director; No. 6 **Public Employment – Pursuant to Government Code §54957** – Title: Planning Director; No. 7 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Eastern Sierra Child Support Director; and No. 8 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:08 a.m. with all Board members present.

Pledge of Allegiance Environmental Health Director Jerry Oser led the Pledge of Allegiance.

Report on Closed Session County Counsel Vallejo reported that the Board met in closed session, received staff reports, took no action requiring public disclosure, and would reconvene in closed session later in the meeting.

Public Comment II The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Ronald Owens Jr., Lauralyn Hundley, Julie Threet, and Renata DeMello.

Introductions The following new employees were introduced to the Board:

- **Public Works:** Groundskeeper Carlos Castillo, Engineer Associate Johan Hoek, Road Maintenance Worker Gabriel Mesquitez, Compliance and Project Manager Richard Shore, and Solid Waste Maintenance Worker Jaden Wilson.

Board Member Reports Supervisor Griffiths reported attending an Eastern Sierra Transportation Authority (ESTA) meeting, participating in interviews for the ESTA Executive Director vacancy, joining a California State Association of Counties (CSAC) regional meeting, and taking part in an

Eastern Sierra Council of Governments (ESCOG) meeting.

Supervisor Roeser reported that she recently hosted a Big Pine Town Hall meeting. She also requested that the Board schedule a workshop on municipal service reviews. In addition, she recognized the thirteen American service members who were recently killed in action during Operation Epic Fury.

Supervisor Wadelton said that he attended meetings of the Community Advocates for Southeast Inyo (CASI) and the Great Basin Unified Air Pollution Control District (GBUAPCD), planted mesquite trees at Timbisha-Shoshone Village, and attended webinars for the Department of Water Resources. He also reported on a recent fire in the Alabama Hills and a vehicle-versus-livestock accident in the Lone Pine area. Wadelton added that the Behavioral Health Awareness Committee meeting was canceled due to lack of quorum, but he was able to attend the Indian Wells Valley Groundwater Authority meeting instead.

Supervisor Marcellin said that he attended the grand opening of the Toiyabe Dialysis Center and a memorial service for former Bishop Fire Chief Phil Moxley.

County Counsel Vallejo said that he attended the Indian Wells Valley Groundwater Authority meeting.

CAO Fraser reported that he participated in several meetings, expressed appreciation for the warm welcome he has received, and wished everyone a Happy St. Patrick's Day.

Supervisor Orrill reported that she had various meetings with constituents, staff, joint power authorities, and community services districts, attended the ESTA meeting and the CSAC regional meeting, and announced several upcoming community events, including a blood drive at the Elks Lodge, a youth chess tournament, and the Eastern Sierra Cancer Alliance Blue Ribbon Walk at Millpond.

County Department Reports

Environmental Health Director Jerry Oser reported that staff recently learned how to utilize the OpenGov platform for documenting temporary food events, then provided information on projected funding cuts from the State Water Resources Control Board for hazardous algae testing, and a brief legislative update on a proposed mandatory program for micro enterprise home kitchen operations.

Water Department Director Dr. Holly Alpert reported on last night's Water Commission meeting and provided the Board with copies of the 2024-2025 Water Department Annual Report.

HHS Director Anna Scott provided an update on the recent community health event, "LIFE Night" (Linking Individuals and Families for Empowerment). She noted that the Public Health and Prevention Division will continue hosting the event monthly, with the next gathering scheduled for April 2 at the Lone Pine Paiute-Shoshone Tribal Office.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the minutes from the regular March 3, 2026 Board of Supervisors meeting. Motion carried unanimously.

CAO-Emergency Services – 2025 EMPG Program Application/Reso. #2026-09

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Approve the submittal of the Fiscal Year 2025 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. 2026-09);" and
- B) Authorize the Chairperson to sign the resolution and resolution addendum letter.

Motion carried unanimously.

CAO-Risk Management – 2026-2027 Renewal of Coverage MOUs

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the program-specific memorandums of understanding (MOUs) as required to renew coverage for the 2026-2027 coverage term and beyond for Master Crime Insurance Program, Cyber Liability Program, Pollution Liability Insurance Program, and Optional Excess Liability Insurance Program, between the County of Inyo and Public Risk Innovation, Solutions, and

Management (PRISM) of Folsom, CA, contingent upon the Board's approval of future budgets and continued purchase on an annual basis of these programs, and authorize the Chairperson to sign all four MOUs. Motion carried unanimously.

**County Counsel –
Groundwater Transfer
Ordinance 1327**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Approve Ordinance 1327, titled, "An Ordinance of the Inyo County Board of Supervisors Adding Chapter 7.02 of the Inyo County Code to Regulate the Transfer or Transport of Water from Groundwater Basins Located Wholly or Partially Within Inyo County, and Suspending Inyo County Ordinance No. 1004 (Chapter 18.77 of the Inyo County Code);" and
- B) Approve Resolution No. 2026-07, titled, "A Resolution of the Inyo County Board of Supervisors Modifying Resolution 99-43 to Expand the Water Commission's Duties and Authority to Include Reviewing and Deciding Upon Applications For A Water Transfer or Transport Permit Pursuant to Ordinance 1327," and authorize the Chairperson to sign.

Motion carried unanimously.

**HHS-Behavioral
Health –
Generations Health
Care of Upland
Contract Amendment
No. 1**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the contract between the County of Inyo and Generations Health Care of Upland SNF, LLC, DBA Heritage Park Nursing Center for the provision of Hospital Inpatient Psychiatric Services, increasing the contract amount by \$62,000 to an amount not to exceed \$102,000 for Fiscal Year 2025-2026, and authorize the Health and Human Services Director to sign. Motion carried unanimously.

**Public Works –
Interim County
Surveyor Appointment**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to appoint Benjamin Egan as Interim County Surveyor. Motion carried unanimously.

**Public Works-
Recycling & Waste
Management –
Green Waste Waiver of
Fees**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve a Free Green Waste weekend for the public on March 21-22, 2026 at all County landfills. Motion carried unanimously.

**Public Works –
Road Department
Vehicles and
Equipment Auction**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Declare the vehicles listed in Attachment 1 as surplus;
- B) Authorize the Road Department to offer the vehicles and equipment for sale utilizing the Public Surplus auction site; and
- C) Authorize any unsold vehicles and equipment to be disposed of as scrap metal.

Motion carried unanimously.

**Public Works –
Asphalt Purchase for
Tecopa Road Repairs**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

- A) Declare Granite Construction of Bakersfield, CA, the successful bidder for 640 Tons of Cold Mixed Asphalt per Bid No. RD25-09 in the total amount not to exceed \$113,512.00; and
- B) Authorize issuance of a purchase order payable to Granite Construction in an amount not to exceed \$113,512.00.

Motion carried unanimously.

**Treasurer-Tax
Collector –
Tobacco Settlement
Fund Transfer
Authorization Update/
Reso. #2026-10**

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Resolution No. 2026-10, titled, "Resolution of the Board of Supervisors of the County of Inyo, State of California Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds," and authorize the Chairperson to sign. Motion carried unanimously.

**Public Works-
Recycling & Waste
Management –**

At the request of Supervisor Wadelton, the item was moved from the Consent Agenda to the Regular Agenda for further discussion.

High-Wind Operations and Temporary Closure Policy

Public Works Project Manager Richard Shore explained that the policy update was long overdue, and that approving it today will address compliance issues with both CalRecycle and the County Environmental Health Department.

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to adopt the attached *High Wind Operations and Temporary Closure Policy* for the Inyo County Landfills and authorize the Public Works Director, Assistant Public Works Director, and Landfill Compliance Manager to implement the policy and make non-substantive administrative updates (contact numbers, signage, notification methods, etc.). Motion carried unanimously.

*Item Pulled:
Report on Upcoming
2026 Mule Days
Celebration*

Chairperson Orrill announced that the agenda item is postponed and will be discussed at the March 31 Board of Supervisors meeting:

28) Report on Upcoming 2026 Mule Days Celebration

Community Organization | Bishop Mule Days
15 minutes

Recommended Action:

Receive a report on plans for the upcoming 2026 Bishop Mule Days Celebration and other news related to the event and organization.

*Southern Inyo
Healthcare District
Update*

Southern Inyo Healthcare District CEO Dr. Kevin Flanigan provided updates on the district's financial condition and operational status since finalizing the loan agreement with the County last October.

Dr. Flanigan said that staff have been heavily focused on maintaining 10 days of cash on hand for routine operations and expenses and reserving two weeks of payroll, including paid time off. He reported that the district has built its Local Agency Investment Fund (LAIF) account to \$1.3 million and can now self-fund Medicaid intergovernmental transfers.

Public comment was received from Ronald Owens Jr. and Jon Klusmire.

*Inyo Council for the
Arts –
State of the Arts Report*

Inyo Council for the Arts Executive Director Sharon Freilich provided a presentation of ICA's 2025 programs and events, highlighting investment in local artists and collaboration with various community groups to provide free or low-cost arts opportunities. Freilich announced that local artist Sage Romero, nominated by Inyo ICA, was selected as one of only nine recipients of the California Arts Council award and will be honored at the Council's 50th Anniversary Celebration on April 19 in Sacramento.

*CAO –
LADWP Lease
Renewals*

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve 13 leases with the Los Angeles Department of Water and Power for airports, campgrounds, and parks, and authorize the Chairperson to initial Section 7.2.4 of each lease and sign each lease. Motion carried unanimously.

Public Comment III

Chairperson Orrill asked if there was anyone wishing to provide public comment and comment was received from Renata DeMello. County Counsel Vallejo directed Ms. DeMello to the appropriate agency (Superior Court) regarding her concerns.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors to return to Closed Session at 12:04 p.m. and reconvened the meeting at 2:45 p.m. with all Board members present.

*Report on Closed
Session*

County Counsel Vallejo said that there was no reportable action taken during Closed Session.

Adjournment

The Chairperson adjourned the meeting at 2:45 p.m. to 8:30 a.m. Tuesday, March 31, 2026, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: DAVID FRASER
Clerk of the Board*

by: _____
Darcy Israel, Assistant

DRAFT



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-232

Appointments to the Mt. Whitney Cemetery District Board of Trustees

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint Mr. Mark Taylor and Ms. Jessie Wilder to the Mt. Whitney Cemetery District Board of Trustees, to serve one unexpired four-year term ending May 31, 2027 and one unexpired four-year term ending May 31, 2028, respectively.

BACKGROUND / SUMMARY / JUSTIFICATION:

In early February, two members resigned from the Mt. Whitney Cemetery District Board of Trustees, over which the Board of Supervisors has appointing authority. The vacancies were advertised per Board policy and letters of interest were received from Mr. Mark Taylor and Ms. Jessie Wilder.

FISCAL IMPACT:

There is fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to appoint one or both of the candidates but this is not recommended because the Board of Trustees is currently operating with only three members.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

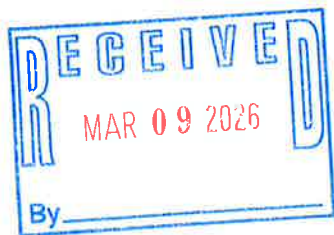
Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 03/10/2026
Darcy Israel	Approved - 03/10/2026
John Vallejo	Approved - 03/10/2026
David Fraser	Final Approval - 03/20/2026

ATTACHMENTS:

1. Letter of Interest - J. Wilder
2. Letter of Interest - M. Taylor



February 20, 2026

Clerk of the Board of Supervisors
P. O. Drawer N
Independence, CA 93526

To Whom It May Concern:

I am responding to the notice in the newspaper to apply for one of the positions on the board of the Mt. Whitney Cemetery, specifically the position that expires May 31, 2028.

I'm familiar with the cemetery's on-going projects, and would like to help with those. I also know several of the current members, and know that I can work well with them.

Thank you for your consideration.

Sincerely,

Jessie Wilder
P.O. Box 72
Lone Pine, CA 93545
760-920-7650

March 3, 2026

Clerk of the Board of Supervisors
P.O. Drawer N
Independence, CA 93536



In response to the notice in the newspaper for application to the trustee position for the Mt. Whitney Cemetery, I would like to apply for that.

I would like to help with their on-going projects, and have talked to them about their goals for the cemetery district.

Thank you.

Mark S. Taylor
Lone Pine
P.O. BOX 547



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-167

Appointment of Stephanie Tanksley as Local Governmental Agency (LGA) Coordinator for Inyo County Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Appoint Stephanie Tanksley, Inyo County Health and Human Services Deputy Director Public Health and Prevention, as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) activities with the California Department of Health Care Services, effective April 1, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

Local Governmental Agencies (LGAs) participating in the California Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) programs are eligible to receive federal reimbursement for the cost of performing administrative activities that directly support efforts to identify and enroll potential eligible individuals into Medi-Cal (MAA) and/or provide case management for Medi-Cal beneficiaries in specific target populations. Participating Local Governmental Agencies use their certified public expenditures (CPEs) to draw down federal funds. In fiscal year 23/24, Inyo County claimed approximately \$130,566 in federal funds.

On October 7, 2014, your Board appointed Melissa Best-Baker as the Local Governmental Agency (LGA) Coordinator for Inyo County for the purposes of coordinating the Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) programs in Inyo County with the California Department of Health Care Services. Effective February 26, 2026, Melissa Best-Baker has moved to a different position within the HHS Department and will no longer be available to administer the MAA/TCM programs. Most MAA/TCM outreach activities and case management are done by the Health and Human Services Public Health and Prevention division and Probation staff. For that reason, the Department is recommending that the HHS Deputy Director overseeing the Public Health and Prevention division, Stephanie Tanksley, be assigned as the LGA coordinator.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Health Care Services)	Budget Unit	045100, 643000 and Probation
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Budgeted?	Yes	Object Code	
Recurrence	Ongoing Revenue	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$130,566 for the period between July 1, 2023 to June 30, 2024. Due to timing with State invoicing processes, HHS is currently working on the FY 24/25 invoices.
Future Fiscal Year Impacts
N/A
Additional Information

Invoicing is dependent on staff time studies and expenses.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to assign a different employee as the LGA coordinator, or choose not to assign an LGA Coordinator and operate programs with existing funding only, without the augmentation of MAA/TCM funding. This is not recommended, however, because the proposed LGA Coordinator has been deemed capable of effectively administering the MAA/TCM activities and both the HHS and Probation Departments benefit from unrestricted revenue generated by reporting MAA/TCM activities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Probation and California Department of Health Care Services

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 02/26/2026
Darcy Israel	Approved - 02/26/2026
Stephanie Tanksley	Approved - 03/02/2026
Anna Scott	Approved - 03/02/2026
Amy Shepherd	Approved - 03/02/2026
John Vallejo	Approved - 03/03/2026
David Fraser	Final Approval - 03/09/2026

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-223

Amendment No. 1 to the Contract with Shared Vision Consultants for Personal Services

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Gina Ellis , Assistant HHS Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approval of Amendment No. 1 to the contract between the County of Inyo and Shared Vision Consultants of Dublin, CA, for the provision of Professional Consultant Services to increase the contract amount by \$200,000, for a total amount not to exceed \$275,000, and amend the scope of work; and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Health and Human Services (HHS) initially contracted with Shared Vision Consultants (SVC) to assist the Child Welfare Division with key components of the California Child and Family Services Review (C-CFSR) process, including review and refinement of the County's System Improvement Plan (SIP) and preparation for SIP progress reporting. As this work progressed, it became clear that several systems within the program required focused attention to move the program forward and accomplish the goals outlined in the SIP.

SVC has worked closely with HHS leadership, County Counsel, and frontline staff to assess current practices and identify opportunities to strengthen and implement statewide child welfare requirements. Through on-site visits and ongoing collaboration, SVC has built strong, trusted relationships with staff and community partners.

The proposed amendment expands the scope of work to support continued planning and implementation across several key areas. SVC has helped develop effective procedures to strengthen Child Welfare programs and has successfully facilitated cross-system meetings among leaders across Inyo County to better align existing resources and enhance the system of care.

While meaningful progress has been made, critical work remains. SVC has demonstrated strong expertise, responsiveness, and commitment, taking the time to understand Inyo County's systems and the staff who carry out this work. Through this expanded scope, HHS will continue partnering with SVC to further refine program procedures and provide staff training, strengthening skillsets, building confidence, and increasing the capacity to carry out this complex work.

SVC’s partnership has proven to be highly effective in advancing and strengthening services for vulnerable children and families in our community.

FISCAL IMPACT:

Funding Source	Social Services Realignment Funds 100%	Budget Unit	055800
Budgeted?	No	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Sole source justification is attached. HHS began working with the vendor on one specific, identified process and realized that there were several other processes that needed to be addressed. HHS is now requesting to continue with this contractor during this fiscal year to finish the projects they have started.

Current Fiscal Year Impact
Up to \$275,000 for the period between July 1, 2025, and June 30, 2026.
Future Fiscal Year Impacts
None
Additional Information

We have realignment monies in the trust that are saved for one-time projects that are identified. During the third quarter budget process, we will increase our revenue and expenses to meet this contracts increase.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment. This is not recommended, however, as progress on implementing program mandates and advancing system improvements within the Child Welfare program would be delayed or limited.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel, Probation, Tribal Entities

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Gina Ellis	Created/Initiated - 03/18/2026
Darcy Israel	Approved - 03/18/2026
Gina Ellis	Approved - 03/18/2026
Melissa Best-Baker	Approved - 03/19/2026
Anna Scott	Approved - 03/20/2026
Amy Shepherd	Approved - 03/23/2026
Keri Oney	Approved - 03/24/2026
John Vallejo	Approved - 03/24/2026
David Fraser	Final Approval - 03/24/2026

ATTACHMENTS:

1. Shared Vision Consultants Amendment No. 1
2. Shared Vision Consultants Sole Source FY 25-26

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Shared Vision Consultants
FOR THE PROVISION OF Professional Consultant Services

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Shared Vision Consultants, of Dublin, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Professional Consultant Services dated July 23, 2025, on County of Inyo Standard Contract for Personal Services, for the term from July 1, 2025 to June 30, 2026.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 3.C. shall be replaced in its entirety by the following language:

Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$275,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

2. Attachment A – Scope of Work shall be modified as follows:

Additional Scope of Work: Review All County Letters (ACLs), All County Information Notices (ACINs), and related resource documents; develop a Children and Family Team (CFT) and Integrated Practice – Child and Adolescent Needs and Strengths (IP-CANS) Implementation Guide, including corresponding timelines and tools; develop Inyo-specific policies and procedures; facilitate System of Care (SOC), Integrated Core Practice Model (ICPM), and Interagency Leadership Team (ILT) meetings, including compiling agendas and taking notes, and support updates to the Assembly Bill 2083 Memorandum of Understanding (AB2083 MOU); develop a Continuous Quality Improvement (CQI) fidelity assessment protocol; provide technical assistance related to ICPM, Independent Living Program (ILP), CFTs, CANS, and Wraparound programs; facilitate development of a universal confidentiality agreement; provide technical assistance and training to support implementation of policies, procedures, and the MOU; and provide assistance with staff development and training as mutually agreed upon by County staff and Contractor.

Additional Deliverables: CFT and IP-CANS Implementation Guide and corresponding timelines and tools; Inyo-specific policies and procedures; facilitation and coordination of SOC, ICPM, and ILT meetings, including agendas and meeting notes, and updates to the AB2083 MOU; CQI fidelity assessment protocol; technical assistance related to ICPM, ILP, CFTs, CANS, and Wraparound programs; universal confidentiality agreement; and technical assistance and training materials to support implementation of policies, procedures, and the MOU.

3. Attachment B – Schedule of Fees shall be modified as follows:

All consulting costs at \$195 an hour for a maximum of 1,308 hours. Total for deliverables not to exceed \$255,000.

Expenses will be billed at actual costs, with receipts to be submitted. Total expenses not to exceed \$20,000.

The effective date of this Amendment to the Agreement is 12/01/25.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

Shared Vision Consultants
FOR THE PROVISION OF Professional Consultant Services

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Lisa Molinar
Signature

LISA MOLINAR
Type or Print

Dated: 3/6/2026

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
County Counsel

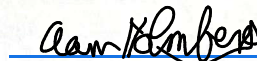
APPROVED AS TO ACCOUNTING FORM:

 (Mar 10, 2026 11:03:59 PDT)

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Personnel Services

APPROVED AS TO RISK ASSESSMENT:


(Mar 11, 2026 14:07:33 PDT)
County Risk Manager



COUNTY OF INYO

CONTRACT SIGNATURE REQUEST FORM

Instructions: This form is to be used as a cover letter for all contract review requests for HHS. The form has both signature required and checklist of who needs to review the contract prior to execution. The signatures obtained on this form indicates review only and not final execution of contract. For contract execution signature process, see HHS SOP Contract Process.

FROM: Health and Human Services – Aging and Social Services

Date Submitted for Review: 6/25/25 **Final Review Due by:**

SUBJECT: Shared Vision Consultants

SUMMARY DISCUSSION:

Inyo County Health and Human Services (HHS) is responsible for developing and implementing the County's five-year System Improvement Plan (SIP), a key part of California's Child and Family Services Review (C-CFSR) process led by the California Department of Social Services (CDSS). The SIP outlines shared goals between CDSS, Inyo County Child Welfare Services (CWS), and Probation to improve services in child protective services, foster care, adoption, and family support.

To support this effort, HHS is requesting to contract with Shared Vision Consultants, who bring extensive experience in C-CFSR planning and have supported many other California counties. They will assist with aligning goals, meeting reporting requirements, and integrating OCAP-funded prevention programs (CAPIT, CBCAP, and PSSF). These efforts will help strengthen families, prevent abuse, and ensure child safety, with regular updates to reflect progress and evolving needs.

FINANCING:

This expense will be funded through State and Federal allocations, as well as Social Services Realignment. It is budgeted under Social Services (055800), object code 5265 - Professional Services.

Signature indicates contract has been reviewed and ready for next level of review or submission to County Counsel.

Division Deputy Director: *Darcia Blackdeer-Lent* Date: 06/25/2025
Darcia Blackdeer-Lent (Jun 25, 2025 15:38 PDT)

PIQA Manager or Designee: *Lori Bengochiu* Date: 06/25/2025

Deputy Director of FOSO or Designee: *Melissa Best Baron* Date: 06/25/2025

Assistant HHS Director: *Gina Ellis* Date: _____
Gina Ellis (Jun 25, 2025 16:31 PDT)

HHS Director: *[Signature]* Date: 06/25/2025



County of Inyo

Sole Source Authorization Form

Vendor: Shared Vision Consultants
Date: 06/24/2025

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/> The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/> The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/> The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/> The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/> A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/> A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input checked="" type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Shared Vision Consultants (SVC) is uniquely qualified to support Inyo County's Child Welfare Division in completing its California Child and Family Services Review (C-CFSR) requirements for the 2025–2026 cycle, including the System Improvement Plan (SIP), SIP Progress Report, development of identified policies and procedures, and the facilitation of the County Self-Assessment (CSA) Peer Review, Focus Groups, and Stakeholder Meeting.

SVC has over 19 years of specialized experience in facilitating the full C-CFSR process for counties across California and is a well known provider with the demonstrated capacity, depth of knowledge, and statewide reputation to lead this work efficiently and in alignment with CDSS expectations. They bring a multidisciplinary team with extensive public child welfare expertise and have successfully partnered with numerous counties of similar size and capacity.

SVC has also been instrumental in assisting Inyo County with the development of its 2023–2027 System Improvement Plan, which is currently under review by CDSS. Their deep understanding of our local context, current SIP goals, and past performance data positions them to ensure continuity, consistency, and alignment across all required components of the C-CFSR process.

SVC's existing knowledge of Inyo County's prior and current SIP efforts, program structure, and local priorities makes them uniquely positioned to carry out this work efficiently—avoiding delays and the need to repeat foundational work that has already been completed.



Department Head Signature

Sole Source Approval



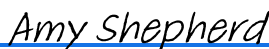
Denelle Carrington (Jun 26, 2025 07:47 PDT)

Purchasing Agent Signature



John-Carl Vallejo (Jun 26, 2025 09:38 PDT)

County Counsel Signature



Amy Shepherd (Jun 30, 2025 10:04 PDT)

Auditor-Controller Signature

**AGREEMENT BETWEEN COUNTY OF INYO
AND Shared Vision Consultants
FOR THE PROVISION OF Professional Consultant
SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Shared Vision Consultants (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from July 1, 2025 to June 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION.

- A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as **Attachment B**) for the services and work described in **Attachment A** which are performed by Contractor at the County's request.
- B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance

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

- C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed ^{Seventy-Four Thousand, Eight Hundred Fifty-Five} dollars (\$ 74,855.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.
- D. Federal and State taxes.
- i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
 - ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
 - iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
 - iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

- A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in **Attachment A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits

in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in **Attachment A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in **Attachment A**, County reserves the right to make such determinations for purposes of this Agreement.

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

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

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

7. COUNTY PROPERTY.

- A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.
- B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

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

9. STATUS OF CONTRACTOR.

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

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

- A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.
- B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained

by Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

Any notice regarding this Agreement 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
Health and Human Services Department
1360 N. Main St., Suite 201 Address
Bishop, CA 93514 City and State

Contractor:
Shared Vision Consultants Name
8054 Via Zapata Address
Dublin, CA 94568 City and State

24. ENTIRE AGREEMENT.

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

COUNTY OF INYO

By: *Anna Scott*
Signature

Anna Scott

Print or Type Name

Date: 07/23/2025

CONTRACTOR

By: *Lisa Molinar*
Signature

*President SVC
LISA MOLINAR*

Print or Type Name

Date: 7/17/2025

APPROVED AS TO FORM AND LEGALITY:

Stacey Simon

Stacey Simon (Jul 17, 2025 14:18 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

Amy Shepherd (Jul 18, 2025 11:39 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg

Aaron Holmberg (Jul 23, 2025 12:48:54 PDT)
County Risk Manager

ATTACHMENT A – SCOPE OF WORK

AGREEMENT BETWEEN COUNTY OF INYO
AND Shared Vision Consultants
FOR THE PROVISION OF Professional Consultant
SERVICES

See Exhibit A for Scope of Work.

ATTACHMENT B – SCHEDULE OF FEES
AGREEMENT BETWEEN COUNTY OF INYO
AND Shared Vision Consultants
FOR THE PROVISION OF Professional Consultant
SERVICES

See Exhibit A for hourly rate and expenses.

Exhibit A



Proposal for Inyo County
FY 2025-2026
California Child and Family Services Review (C-CFSR)
System Improvement Plan (SIP), SIP Progress Report,
Identified Policies and Procedures Development and County Self-Assessment (CSA) Peer Review,
Focus Groups, Stakeholder Meeting

Lisa Molinar, President
Shared Vision Consultants
lisa@sharedvisionconsultants.com
925-519-8811

May 30, 2025

Gina Ellis, Assistant Director
Inyo County Health & Human Services
1360 N. Main Street, Suite 201
Bishop, CA 93514
gellis@inyocounty.us
760-873-3271

Dear Ms. Ellis,

Thank you for contacting Shared Vision Consultants (SVC) regarding a proposal to continue assisting with the development of Inyo County's 5-year California Child and Family Services Review System Improvement Plan (SIP), SIP Progress Report Development, Child Welfare Policies and Procedures and begin the initial development and coordination of the County Self-Assessment (CSA) Peer Review, Focus Groups and Stakeholder meeting.

Attached is a proposed Scope of Work and Deliverables with consulting costs commencing July 1, 2025, through June 30, 2026.

Please feel free to contact me if you have any questions regarding this proposal.

Thank you,

A handwritten signature in blue ink that reads "Lisa Molinar".

Lisa Molinar, President
Shared Vision Consultants, Inc.

Lisa Molinar, President



Part 1 - Agency organization (Staffing Plan and Organization, references, etc.)

Shared Vision Consultants (SVC) has been conducting the C-CFSR Process for over 19 years, including the integration of the County Self-Assessment (CSA), Peer Review (PR) and the System Improvement Plan (SIP) process. SVC has facilitated and completed multiple in-person and virtual focus and stakeholder groups and has processed the information received from these activities to write a combination of the PR, CSA, and SIP Reports. We have collaborated with multiple Counties including Alameda, Calaveras, Kern, Kings, Lake, Los Angeles, Imperial, Marin, Merced, Monterey, Napa, Sacramento, San Benito, San Diego, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne and Yuba

Lisa Molinar, President of Shared Vision Consultants (SVC) will manage the project. Lisa founded Shared Vision Consultants in 2005, developed a team of experts, and began to offer assistance to counties who were struggling to meet the challenges of organizational planning, program implementation, and providing training to their Child Welfare Staff.

With her extensive background in child welfare as a social worker and in staff development, and with a master's degree in organizational management, she combines her expertise in many areas which include implementing best practices in child welfare, probation, and behavioral health; a focus on facilitating organizational development in Human Services agencies. Among others, her partnerships include counties, California Department of Social Services (CDSS), Universities, Child Abuse Prevention Councils, community stakeholders, and statewide change agencies.

SVC 's approach to providing services starts with an ongoing emphasis on adhering to statewide Continuous Care Reform and Integrated Core Practice Model concepts. Utilizing the CORE concepts, best practices and the most updated State tools, Lisa and Shared Vision Consultants, are currently assisting multiple counties with their C-CFSR projects.

SVC has long experience in working closely with other stakeholders including Probation, Mental/Behavioral Health, Courts, Health, education, families, foster parents, grandparents, CBO's, tribes, etc. We bring these stakeholders into the process through invites, presentation of findings, outreach and planning.

SVC complies with all applicable laws and regulations through its knowledge base, communication with CDSS, county counsel, and county fiscal representatives.



Staffing:

SVC utilizes a team approach that brings in skills from a variety of consultants, with one or two consultants taking the lead on each project with Lisa overseeing all projects. SVC Consultants that will work on these projects are:

Jerry Lindner – Jerry has over 29 years in County child welfare experience, as a social worker, Supervisor and Program Manager.

Mitch Mason MSW - Mitch has 35 plus years' experience in public child welfare. Mitch spent years as a Supervising Children's Social Worker, Supervisor, Manager and Division Chief with Los Angeles County Department of Children and Family Services.

Tasia Belton – Tasia brings a background in operations, logistics, and project management, supported by a bachelor's degree in communications. Tasia has experience in organizing meetings and keeping minutes, contributing to effective communication and decision-making within teams. Tasia will be one of the logistical leads for the project and provide data analysis.

Aubrey Norton – Aubrey has previously worked as a Child Welfare Social Worker and has extensive experience in data analytics and policy to aid counties in the completion of the C-CFSR process.

Meg Gunderson – Meg has extensive experience in editing reports and ensures that all documents are submitted professionally.

Holly Aday - Holly has been working with SVC since 2014 providing services to improve and ensure final document and report content is consistently formatted and presented according to client preferences.

Chris Perry - has a long history of providing services to improve outcomes for children, youth, and families. She has been working with SVC since 2011 as a logistics and operations specialist.

References

1. Tracey Belton, Director, Health and Human Services Agency, San Benito County. 1111 San Felipe Rd, #206, Hollister, Ca 95023 (831) 630-5146 tblton@cosb.us
2. Maria Bermudez, Family Services Program Director, (661) 631-6234
bermudm@kerndhs.com
3. Akkia Pride-Polk San Joaquin County Human Services Agency, 102 S. San Joaquin St., Stockton, Ca 95201 (209) 468-1826 apride-polk@sjgov.org
4. Steve Dickerson, Program Manager, Tehama County DSS, sdickerson@tcdss.org (530) 528-4040



Scope of Work for the SIP, SIP Progress Report, Identified Policies and Procedures and CSA Peer Review, Focus Groups and Stakeholder Meeting.

Scope of work for the C-CFSR
Facilitate planning meetings for the revisions to the current SIP, completion of the Year 1-4 SIP Progress Report, and commencing the next C-CFSR cycle. Develop agendas and provide meeting notes.
Develop a plan for developing policies and procedures, write identified policies and make revisions to finalize policies as identified by the county.
Coordinate all needs for up to 6 focus groups and ½ day Stakeholder meeting for the upcoming CSA; provide logistics, develop agenda, facilitate events, and compile notes.
In collaboration with the Child Welfare, Juvenile Probation and CDSS, complete finalization of the SIP and SIP Progress Report

Costs for the SIP, SIP Progress Report Development, Identified Policies and Procedures and CSA Peer Review, Focus Groups and Stakeholder Meeting

The following table details the pricing for delivery of the services outlined in this proposal. All work is done on an hourly consultant basis, and all hours are billed at \$195/Hour.

Deliverables
Facilitation and coordination of at least monthly planning meetings for the SIP, SIP Progress Report, identified policies and procedures, Peer Review initial logistics, focus groups and Stakeholder meeting. Write agendas and take notes.
A plan is developed for at least 20 policies and procedures, write identified policies, revise and finalize in collaboration with the county.
Coordinate all needs for up to 6 focus groups and ½ day Stakeholder meeting for the upcoming CSA; provide logistics, develop agenda, facilitate events, and compile notes.
In collaboration with the Child Welfare, Juvenile Probation and CDSS, complete finalization of the SIP and SIP Progress Report
Total for Deliverables \$69,615
All consulting costs at \$195 an hour for a maximum of 357 hours

Cost for SVC Expenses. **Note: Expenses will be billed at actual costs with receipts to be submitted.**

Expense	Costs
SVC expenses for Focus Groups and Stakeholder meeting Hotel -\$200/night (2 consultants) – 4 nights = \$1600 Travel - \$1200 (2 consultants) Meals - \$640 (2 consultants)	Budgeted \$3,440
	Total: \$3,440

Cost for Focus Groups and Stakeholder Meeting Expenses **Note: Expenses will be billed at actual costs with receipts to be submitted.**

Expense	Costs
Snacks for Stakeholder meeting	Budgeted \$300
Snacks and/or meals for focus groups	Budgeted \$1000
\$25.00 gift card incentives for Parent, youth and Caregiver focus group participants	Budgeted \$500
	Total: \$1,800

TOTAL CONTRACT CONSULTING COSTS PLUS EXPENSES: \$74,855.00

ATTACHMENT C – INSURANCE PROVISIONS

AGREEMENT BETWEEN COUNTY OF INYO
AND Shared Vision Consultants
FOR THE PROVISION OF Professional Consultant
SERVICES

See attached insurance provisions.

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
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. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
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, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

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:

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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

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

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

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

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. **All certificates and endorsements and copies of all 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

POLICY NUMBER: 57 SBA BL20ZG

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **C. WHO IS AN INSURED:**

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

- a.** The person(s) or organization(s) shown in the Schedule on the Declarations is also an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" and at the location designated and described in the Location And Description Of Completed Operations Schedule in the Declarations performed for that additional insured and included in the "products-completed operations hazard".
- b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1)** The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;
 - (2)** Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
 - (3)** Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
 - (4)** Monitoring, sampling, or testing service necessary to perform any of the services included in **(1)**, **(2)** or **(3)** above;
 - (5)** Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in **(1)**, **(2)** or **(3)** above;
- c.** The insurance afforded to these additional insureds only applies to the extent permitted by law.
- d.** If coverage provided to these additional insureds is required by a written contract, agreement or written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement or permit to provide for these additional insureds.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations; or
 - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section D. **LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-155

Amendment No. 10 to the Contract between County of Inyo and Daniel B. Stephens and Associates, Inc. for the Provision of Hydrological Services Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Sally Faircloth

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 10 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2027, contingent upon the Board's approval of the 2026-2027 Fiscal Year budget, and authorize the chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 11, 2009, the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified the accompanying Environmental Impact Report (EIR), which permitted the Coso Operating Company (COSO) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station, located nine miles east. Conditions of approval include a Hydrologic Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B. Stephens & Associates (DBSA) has been providing hydrological consulting services for the project. DBSA's contract term is set to expire on April 25, 2026, but the County still has a need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. An updated fee schedule is also included in the amendment reflecting 2026 rates. The approval of this Contract is exempt from CEQA under the common sense rule (CEQA Guidelines 15061(B)(3)).

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	023800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Daniel B. Stephens & Associates, Inc. (DBSA) is uniquely qualified to provide the required hydrological consulting services for continued groundwater monitoring under CUP No. 2007-03 and the associated Hydrologic Mitigation Monitoring Plan (HMMP). DBSA has been awarded and has continuously performed this contract since 2017, resulting in extensive project-specific knowledge, including the development and analysis of groundwater data, hydrologic modeling, and preparation of technical reports relied upon by the County. Retaining another consultant would require substantial time and cost for project familiarization and duplication of prior work, resulting in delays and increased expense. For these reasons, DBSA is the only practical and cost-effective provider of these services.

Current Fiscal Year Impact
The amount is fluid, as the costs incurred are only incurred if actually provided and then are reimbursed by Coso Operating Company.
Future Fiscal Year Impacts
Additional Information

This contract is budgeted in Planning 023800-5265. All cost incurred by the County are reimbursed by Coso Operating Company which pays for the HMMP groundwater monitoring.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens and Associates, Inc's. history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the Hydrologic Monitoring Plan for the Coso Geothermal groundwater pumping program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Sally Faircloth	Created/Initiated - 02/24/2026
Darcy Israel	Approved - 02/24/2026
Christian Milovich	Approved - 02/24/2026
John Vallejo	Approved - 02/24/2026
Amy Shepherd	Approved - 03/02/2026
David Fraser	Final Approval - 03/09/2026

ATTACHMENTS:

1. Daniel B. Stephens and Associates Contract Amendment No. 10
2. Sole Source Form
3. Insurance Requirements
4. Schedule of Fees
5. Original Agreement and Amendments 1-9

**AMENDMENT NO. TEN TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2024.

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the term of April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Seven to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023).

WHEREAS, the County and the Contractor agreed to Amendment No. Eight to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2025.

WHEREAS, the County and the Contractor agreed to Amendment No. Eight to the term of April 25, 2017 to April 25, 2025 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Eight to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2024).

WHEREAS, the County and the Contractor agreed to Amendment No. Nine to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2026.

WHEREAS, the County and the Contractor agreed to Amendment No. Nine to the term of April 25, 2017 to April 25, 2026 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Nine to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2025).

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2027.
- Amend the term to April 25, 2017 to April 25, 2027 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2026 through December 31, 2026).
- Amend Attachment D – Insurance Requirements.

AMENDMENT NO. TEN TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: _____

T. Neil Blandford
By: T. Neil Blandford (Feb 4, 2026 01:52:47 MST)

Date: _____

Date: 02/04/2026

APPROVED AS TO FORM AND LEGALITY:

Christian E. Melovich
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd (Feb 23, 2026 20:05:34 PST)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
Aaron Holmberg (Feb 20, 2026 11:43:18 PST)
County Risk Manager



County of Inyo

Sole Source Authorization Form

Vendor: Daniel B. Stephens & Associates
Date: 02/04/2026

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input type="checkbox"/> The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/> The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/> The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/> The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/> A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/> A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input checked="" type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Daniel B. Stephens & Associates, Inc. (DBSA) is uniquely qualified to provide the required hydrological consulting services for continued groundwater monitoring under CUP No. 2007-03 and the associated Hydrologic Mitigation Monitoring Plan (HMMP). DBSA has been awarded and has continuously performed this contract since 2017, resulting in extensive project-specific knowledge, including the development and analysis of groundwater data, hydrologic modeling, and preparation of technical reports relied upon by the County. Retaining another consultant would require substantial time and cost for project familiarization and duplication of prior work, resulting in delays and increased expense. For these reasons, DBSA is the only practical and cost-effective provider of these services.



Department Head Signature

Sole Source Approval



Denelle Carrington (Feb 10, 2026 15:38:56 PST)

Purchasing Agent Signature



County Counsel Signature



Auditor-Controller Signature

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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:

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.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all 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.

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.

California Services Schedule of Fees
 (Effective January 1, 2026 through December 31, 2026)
Confidential

Professional Services

Principal Professional III.....	\$340.00/hour
Principal Professional II.....	\$321.00/hour
Principal Professional I.....	\$297.00/hour
Senior Professional III.....	\$281.00/hour
Senior Professional II.....	\$265.00/hour
Senior Professional I.....	\$249.00/hour
Project Professional III.....	\$234.00/hour
Project Professional II.....	\$218.00/hour
Project Professional I.....	\$202.00/hour
Staff Professional III.....	\$186.00/hour
Staff Professional II.....	\$170.00/hour
Staff Professional I.....	\$154.00/hour
Principal Technician.....	\$222.00/hour
Managing Technician.....	\$195.00/hour
Laboratory Manager.....	\$195.00/hour
Technician IV.....	\$164.00/hour
Technician III.....	\$149.00/hour
Technician II.....	\$131.00/hour
Technician I.....	\$110.00/hour
CADD/GIS/Database Manager III.....	\$164.00/hour
CADD/GIS/Database Manager II.....	\$155.00/hour
CADD/GIS/Database Manager I.....	\$134.00/hour
GIS Specialist.....	\$184.00/hour
CADD Designer.....	\$172.00/hour
Senior Technical Editor.....	\$158.00/hour
Technical Editor.....	\$140.00/hour
Project Assistant III.....	\$139.00/hour
Project Assistant II.....	\$120.00/hour
Project Assistant I.....	\$108.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$120/day + actual gas cost
Half day rate.....	\$65/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers, specialized software, and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses will be adjusted annually.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular 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 15th day of April 2025 an order was duly made and entered as follows:

*Planning
Department –
Daniel B. Stephens,
and Associates, Inc.
Contract
Amendment No. 9*

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Amendment No. 9 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2026, contingent upon the Board's approval of the 2025-2026 Fiscal Year budget and authorize the Chairperson to sign. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Planning</i> DATE: <i>April 17, 2025</i>

WITNESS my hand and the seal of said Board this 15th
Day of April, 2025



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____



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 ITEM REQUEST FORM

April 15, 2025

Reference ID:
2025-81

Amendment No. 9 to the Contract between County of Inyo and Daniel B. Stephens and Associates, Inc. for the Provision of Hydrological Services

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Amendment No. 9 to the contract between the County of Inyo and Daniel B. Stephens and Associates, Inc. for the provision of hydrological services, to amend all sections relating to the term of the agreement to be April 25, 2017 to April 25, 2026, contingent upon the Board's approval of the 2025-2026 Fiscal Year budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 11, 2009, the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified the accompanying Environmental Impact Report (EIR), which permitted the Coso Operating Company (COSO) to extract groundwater from two existing wells on its Hay Ranch property in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station, located nine miles east. Conditions of approval include a Hydrologic Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B. Stephens & Associates (DBSA) has been providing hydrological consulting services for the project. DBSA's contract term is set to expire On April 25, 2025, but the County still has a need for hydrologic consulting relating to the ongoing pumping and the HMMP, necessitating the need to extend the contract. An updated fee schedule is also included in the amendment reflecting 2025 rates. The approval of this Contract is exempt from CEQA under the common sense rule (CEQA Guidelines 15061(B)(3)).

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	023800
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

The amount is fluid, as the costs incurred are only incurred if actually provided and then are reimbursed by Coso Operating Company.

Future Fiscal Year Impacts

Additional Information

This contract is budgeted in Planning 023800-5265. All cost incurred by the County are reimbursed by Coso Operating Company which pays for the HMMP groundwater monitoring.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the amendment. This is not recommended as Daniel B. Stephens and Associates, Inc's. history and expertise are valuable assets for the County to utilize as hydrological consultants for the ongoing monitoring required by the Hydrologic Monitoring Plan for the Coso Geothermal groundwater pumping program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Cathreen Richards	Created/Initiated - 2/5/2025
Darcy Israel	Approved - 2/5/2025
Christian Milovich	Approved - 4/1/2025
John Vallejo	Approved - 4/1/2025
Amy Shepherd	Approved - 4/9/2025
Nate Greenberg	Final Approval - 4/10/2025

ATTACHMENTS:

1. DB Stevens Contract & Amendments 1-9

**AMENDMENT NO. NINE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2024.

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the term of April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Seven to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023).

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WHEREAS, the County and the Contractor agreed to Amendment No. Eight to the term of April 25, 2017 to April 25, 2025 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Eight to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2024 through December 31, 2024).

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2026.
- Amend the term to April 25, 2017 to April 25, 2026 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2025 through December 31, 2025).
- Amend Attachment D – Insurance Requirements.

AMENDMENT NO. NINE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 15th DAY OF, April, 2025.

COUNTY

CONTRACTOR

By: *Scott Marcellins*

By: *T. Neil Byrd*

Date: 04/15/2025

Date: February 26, 2025

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg
[Aaron Holmberg \(Feb 28, 2025 09:55 PST\)](#)

County Risk Manager



California Schedule of Fees
 (Effective January 1, 2025 through December 31, 2025)
Confidential

Professional Services

Principal Professional III.....	\$335.00/hour
Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$288.00/hour
Senior Professional III.....	\$272.00/hour
Senior Professional II.....	\$258.00/hour
Senior Professional I.....	\$238.00/hour
Project Professional III.....	\$225.00/hour
Project Professional II.....	\$211.00/hour
Project Professional I.....	\$188.00/hour
Staff Professional III.....	\$175.00/hour
Staff Professional II.....	\$160.00/hour
Staff Professional I.....	\$145.00/hour
Principal Technician.....	\$198.00/hour
Managing Technician.....	\$183.00/hour
Laboratory Manager.....	\$176.00/hour
Technician IV.....	\$153.00/hour
Technician III.....	\$139.00/hour
Technician II.....	\$123.00/hour
Technician I.....	\$110.00/hour
CADD/GIS/Database Manager II.....	\$144.00/hour
CADD/GIS/Database Manager I.....	\$134.00/hour
GIS Specialist.....	\$175.00/hour
CADD Designer.....	\$165.00/hour
Senior Technical Editor.....	\$158.00/hour
Technical Editor.....	\$140.00/hour
Project Assistant III.....	\$135.00/hour
Project Assistant II.....	\$120.00/hour
Project Assistant I.....	\$108.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$110/day + actual gas cost
Half day rate.....	\$55/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers, specialized software, and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses will be adjusted annually.

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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:

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.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all 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.

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.

**AMENDMENT NO. EIGHT TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2024.

WHEREAS, the County and the Contractor agreed to Amendment No. Seven to the term of April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.

WHEREAS, the County and the Contractor agreed to Amend No. Seven to the agreement to Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023).

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2025.
- Amend the term to April 25, 2017 to April 25, 2025 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2024 through December 31, 2024).
- Amend Attachment D – Insurance Requirements

AMENDMENT NO EIGHT TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 9th DAY OF, April, 2024.

COUNTY

CONTRACTOR

By: [Signature]

By: T. Neil Blandford

Date: 04/09/2024

Date: March 12, 2024

APPROVED AS TO FORM AND LEGALITY:

Christian C. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS

K. Oney

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT

Aaron Holmberg

County Risk Manager



California Schedule of Fees
 (Effective January 1, 2024 through December 31, 2024)
Confidential

Professional Services

Principal Professional III	\$335.00/hour
Principal Professional II	\$317.00/hour
Principal Professional I	\$280.00/hour
Senior Professional III	\$265.00/hour
Senior Professional II	\$254.00/hour
Senior Professional I	\$234.00/hour
Project Professional III	\$216.00/hour
Project Professional II	\$199.00/hour
Project Professional I	\$184.00/hour
Staff Professional III	\$168.00/hour
Staff Professional II	\$155.00/hour
Staff Professional I	\$139.00/hour
Technician III	\$130.00/hour
Technician II	\$120.00/hour
Technician I	\$108.00/hour
CADD Designer	\$155.00/hour
CADD/GIS/Database Manager II	\$140.00/hour
CADD/GIS/Database Manager I	\$130.00/hour
Senior Technical Editor	\$152.00/hour
Technical Editor	\$130.00/hour
Biologist II	\$130.00/hour
Biologist I	\$115.00/hour
Project Assistant III	\$130.00/hour
Project Assistant II	\$120.00/hour
Project Assistant I	\$105.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$110/day + actual gas cost
Half day rate	\$55/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers, specialized software, and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses will be adjusted annually.

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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:

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.

**Attachment: 2024 Insurance Requirements for
Design Professionals, including Architects, Engineers, and Surveyors**

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all 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.

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.

**AMENDMENT NO. SEVEN TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amendment No. Five to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amend No. Five to the agreement to Attachment B - Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

WHEREAS, the County and the Contractor agreed to Amendment No. Six to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2023.

WHEREAS, the County and the Contractor agreed to Amend No. Six to the agreement to Attachment B - Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2024
- Amend the term to April 25, 2017 to April 25, 2024 on Attachments A-E as applicable.
- Amend Attachment B – Schedule of Fees to reflect the attached “California Schedule of Fees (Effective January 1, 2023 through December 31, 2023)

AMENDMENT NO. SEVEN TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 27th DAY OF, June 2023.

COUNTY

By: _____

Date: _____

06/27/2023

CONTRACTOR

By: _____

Date: _____

James A. Kelsey, President

5/22/2023

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN
THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 -TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

WHEREAS, the County and the Contractor agreed to Amend No. 5 to the agreement to Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 – TERM to April 25, 2017 to April 25, 2023
- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2022 through December 31, 2022).

AMENDMENT NO. SIX TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 5th DAY OF, April 2022

COUNTY

CONTRACTOR

By: Don Tether By: T. Neil Young
Date: 04/05/2022 Date: 2/27/22

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]

County Risk Manager



Daniel B. Stephens & Associates, Inc.

California Schedule of Fees
 (Effective January 1, 2022 through December 31, 2022)
Confidential

Professional Services

Principal Professional II.....	\$317.00/hour
Principal Professional I.....	\$276.00/hour
Senior Professional II.....	\$254.00/hour
Senior Professional I.....	\$227.00/hour
Project Professional III.....	\$206.00/hour
Project Professional II.....	\$187.00/hour
Project Professional I.....	\$177.00/hour
Staff Professional III.....	\$154.00/hour
Staff Professional II.....	\$142.00/hour
Staff Professional I.....	\$132.00/hour
Managing Technician.....	\$160.00/hour
Principal Technician.....	\$142.00/hour
Technician IV.....	\$129.00/hour
Technician III.....	\$121.00/hour
Technician II.....	\$112.00/hour
Technician I.....	\$104.00/hour
GIS Specialist.....	\$134.00/hour
CADD Specialist.....	\$134.00/hour
CADD/GIS/Database II.....	\$132.00/hour
CADD/GIS/Database I.....	\$120.00/hour
Senior Technical Editor.....	\$140.00/hour
Technical Editor.....	\$115.00/hour
Project Assistant II.....	\$110.00/hour
Project Assistant I.....	\$99.00/hour
Biologist II.....	\$118.00/hour
Biologist I.....	\$110.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking.....	Actual cost
Lodging, meals, phone.....	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle.....	Prevailing IRS rates
Company vehicle	
Daily rate.....	\$102/day + actual gas cost
Half day rate.....	\$52/half day + actual gas cost
Mileage.....	Prevailing IRS rates
Subcontractors/temporary service personnel.....	Actual cost plus 10%
Computers and communications.....	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors).....	Actual cost plus 10%
Fabrication in our shop.....	Labor plus materials
Misc. field equipment and supplies.....	Actual cost plus 10%
Meters, gauges, and monitors.....	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.
5. Hourly rates and expenses are subject to annual updates.

**AMENDMENT NO. FIVE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2021.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2022.

WHEREAS, the County and the Contractor agreed to Amendment No. Four to the Agreement to Amend Section 3 - Consideration, D. Limit upon amount payable under Agreement to \$70,000.

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:


- Amend Attachment B – Schedule of Fees to reflect the attached "California Schedule of Fees (Effective January 1, 2020 through December 31, 2020).

**AMENDMENT NO. FIVE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 15th DAY OF June, 2021**

COUNTY

CONTRACTOR

By: 
Dated: 06/15/2021

By: 
Dated: 6/27/2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager



Daniel B. Stephens & Associates, Inc.

California Schedule of Fees
 (Effective January 1, 2020 through December 31, 2020)
Confidential

Professional Services

Principal Professional II	\$305.00/hour
Principal Professional I	\$260.00/hour
Senior Professional II	\$240.00/hour
Senior Professional I	\$215.00/hour
Project Professional III	\$195.00/hour
Project Professional II	\$180.00/hour
Project Professional I	\$165.00/hour
Staff Professional III	\$145.00/hour
Staff Professional II	\$135.00/hour
Staff Professional I	\$125.00/hour
Managing Technician	\$155.00/hour
Principal Technician	\$135.00/hour
Technician IV	\$125.00/hour
Technician III	\$115.00/hour
Technician II	\$105.00/hour
Technician I	\$100.00/hour
GIS Specialist	\$130.00/hour
CADD Specialist	\$130.00/hour
CADD/GIS/Database I	\$125.00/hour
CADD/GIS/Database I	\$115.00/hour
Senior Technical Editor	\$130.00/hour
Technical Editor	\$100.00/hour
Project Assistant II	\$98.00/hour
Project Assistant I	\$85.00/hour
Biologist II	\$108.00/hour
Biologist I	\$98.00/hour

Expenses

Travel	
Airfare, car rental, cab, bus, parking	Actual cost
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	
Personal vehicle	Prevailing IRS rates
Company vehicle	
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

**AMENDMENT NO. FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2019.

WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

WHEREAS, the County and the Contractor agreed to Amendment No. Three to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2022
- Amend Section 3 – Consideration, D. Limit upon amount payable under Agreement to \$70,000

**AMENDMENT NO. FOUR TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 21st DAY OF April, 2021**

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]
James A. Kelsey, President

Dated: 04/21/2021

Dated: March 8, 2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. THREE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

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WHEREAS, the County and the Contractor agreed to Amendment No. Two to the Agreement to Amend Section 2 – TERM to April 25, 2017 to April 25, 2020.

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 · TERM to April 25, 2017 to April 25, 2021

**AMENDMENT NO. THREE TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

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

COUNTY

CONTRACTOR

By: _____

By: _____

Ingrid A. Katsay, President

Noted: _____

Dated: March 17, 2020

APPROVED AS TO FORM AND LEGALITY:

Shane Chisholm
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, the County and the Contractor agreed to Amendment No. One to the Agreement to Amend Section 2 - TERM to April 25, 2017 to April 25, 2019.

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 Contractor do desire to consent to amend such Agreement as set forth below.

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2020

**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY
OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 16th DAY OF April, 2019.

COUNTY

CONTRACTOR

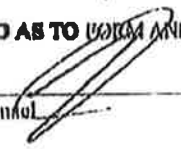
By: 

By: 

Dated: 4-16-19

Dated: 4/5/2019

APPROVED AS TO ~~VALIDITY~~ AND LEGALITY:

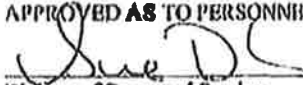

County Council

APPROVED AS TO ACCC

FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NO. ONE TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC. FOR THE
PROVISION OF PROFESSIONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Daniel B. Stephens & Associates, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated May 2, 2017 on County of Inyo Standard Contract No. 156 for the term from April 25, 2017 to April 25, 2018.

WHEREAS, County and Contractor do desire to 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.

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

County and Contractor hereby amend such Agreement as follows:

- Amend Section 2 - TERM to April 25, 2017 to April 25, 2019

**AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND
DANIEL B. STEPHENS & ASSOCIATES, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS
AND SEALS THIS 14th DAY OF April, 2018.

COUNTY

CONTRACTOR

By: [Signature]

By: [Signature]

Dated: 4-24-18

Date: 3/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrologic Analysis SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (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 Water Department 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall be from April 25, 2017 to April 25, 2018 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

A. From _____ through _____

B. From _____ through _____

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

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

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Water Department 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 expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$40,000 (initial term) \$0 (option 1) and \$0 (option 2) for a total of \$40,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident Independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer

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

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

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

9. STATUS OF CONSULTANT.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

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

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

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

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

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

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

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo:		
Water Department, Attn.: Bob Harrington	Department	
PO Box 337	Address	
Independence, CA 93526	City and State	

Consultant:		
Daniel B. Stephens & Associates, Inc.	Name	
6020 Academy Road NE, Ste. 100	Address	
Albuquerque, NM 87109	City and State	

24. ENTIRE AGREEMENT.

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

///

///

APPROVED AS TO INSURANCE REQUIREMENTS
M. F. ...
County Clerk/Manager

APPROVED AS TO PERSONNEL REQUIREMENTS
...
County Auditor

APPROVED AS TO ACCOUNTING FORM
...
County Auditor

APPROVED AS TO FORM AND LEGALITY
...
County Auditor

By: [Signature]
Date: 5/2/17
CONSULTANT

COUNTY OF INYO
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ... DAY OF ... 2017

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Strohman & Associates, Inc.
FOR THE PROVISION OF Hydrogeological Analysis
SERVICES

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017 **TO:** April 25, 2018

SCOPE OF WORK:

I. Background

Coso Operating Company (COC) has continued to extract water from the Rose Valley Basin in accordance with the provisions of Conditional Use Permit 2007-003. Pumping operations began in December, 2009 and were extended several times based on observed groundwater levels and groundwater model predictions. COC has requested an evaluation of whether pumping could be extended based on the existing standards of significant impact in the HMMP. The proposed two pumping scenarios are (1) an annual pumping season of four months from June through September, at a rate of 1000 gpm, and (2) a similar pumping season a rate that is sustainable indefinitely.

II. Scope of Work

Task 1. Contractor shall update and recalibrate the Rose Valley groundwater flow model based on actual pumping rates, groundwater level observations, updated recharge estimates, and a reevaluation of groundwater discharge at Little Lake. Should any discrepancies be noted, contractor shall make recommendations for changes in model parameters and/or boundary conditions, as appropriate.

Task 2. The updated and recalibrated model shall be used to evaluate the two scenarios described above, subject to the limitation that groundwater discharge at Little Lake does not decline by more than 10% of its estimated 2009 value. Maximum drawdown and drawdown at the time when pumping ceases shall be estimated at monitoring wells.

Task 3. The updated and recalibrated model shall be used to produce a duration of pumping for scenario (1) and a pumping rate for scenario (2).

Task 4. Results of Tasks 1 through 3 shall be reported to the Water Department in the form of a letter report and updated model files.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 25, 2017

TO: April 25, 2018

SCHEDULE OF FEES:

See attached.



Daniel B. Stephens & Associates, Inc.

Standard Schedule of Fees
 (Effective January 1, 2017 through December 31, 2017)
Confidential

Professional Services

Principal Professional II	\$250.00/hour
Principal Professional I	\$205.00/hour
Senior Professional II	\$185.00/hour
Senior Professional I	\$188.00/hour
Project Professional III.....	\$155.00/hour
Project Professional II.....	\$145.00/hour
Project Professional I.....	\$125.00/hour
Staff Professional III	\$115.00/hour
Staff Professional II	\$105.00/hour
Staff Professional I	\$98.00/hour
Managing Technician	\$140.00/hour
Principal Technician	\$120.00/hour
Technician IV	\$105.00/hour
Technician III	\$90.00/hour
Technician II	\$84.00/hour
Technician I	\$78.00/hour
GIS Specialist	\$120.00/hour
CADD Specialist	\$120.00/hour
CADD/GIS/Data Base II	\$110.00/hour
CADD/GIS/Data Base I	\$95.00/hour
Senior Technical Editor	\$120.00/hour
Technical Editor	\$95.00/hour
Project Assistant II	\$85.00/hour
Project Assistant I	\$75.00/hour
Biologist II	\$95.00/hour
Biologist I	\$79.00/hour

Expenses

Travel	Actual cost
Airfare, car rental, cab, bus, parking	Actual cost or negotiated per diem rates
Lodging, meals, phone	Actual cost or negotiated per diem rates
Mileage	Prevailing IRS rates
Personal vehicle	Prevailing IRS rates
Company vehicle	Prevailing IRS rates
Daily rate	\$90/day + actual gas cost
Half day rate	\$45/half day + actual gas cost
Mileage	Prevailing IRS rates
Subcontractors/temporary service personnel	Actual cost plus 10%
Computers and communications	Special services at additional charge
Equipment	Actual cost plus 10%
Rentals (e.g., environmental monitors)	Actual cost plus 10%
Fabrication in our shop	Labor plus materials
Misc. field equipment and supplies	Actual cost plus 10%
Meters, gauges, and monitors	Separate schedule available upon request

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 26, 2017

TO: April 25, 2018

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Refer to Attachment B.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES**

TERM:

FROM: April 26, 2017

TO: April 26, 2018

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Other Insurance Provisions

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

- 1 Section 12, Part B, *Inspections and Audits*, of the contract is amended to read:

"Any authorized representative of the County, or of a federal, or state agency shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or federal or state agency 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, the County or federal or state agency has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
- 2 **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 3 **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
- 4 **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "County Property" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
- 5 **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO
AND Daniel B. Stephens & Associates, Inc.
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: April 25, 2017

TO: April 25, 2018

FEDERAL FUNDS ADDENDUM

- 6 **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
- 7 **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications.
- 8 **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.
- 9 **Disclosure of Lobbying Activities.** Exhibit 10-Q "Disclosure of Lobbying Activities".
- 10 **Consultant Management Position Conflict of Interest Confidentiality Statement.** Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement."



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-215

Surplus Vehicle Auction County Administrator - Motor Pool ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall, Administrative Analyst

ITEM PRESENTED BY

Miquela Beall, Administrative Analyst

RECOMMENDED ACTION:

A) Declare the vehicles identified in Exhibit A as surplus; B) Authorize Motor Pool to offer the vehicles for sale utilizing the Public Surplus auction site; and C) Authorize Motor Pool to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of any vehicles remaining unsold after the Public Surplus process.

BACKGROUND / SUMMARY / JUSTIFICATION:

Since 2015, Inyo County has used the online auction site Public Surplus to dispose of surplus vehicles with great success. This system provides the opportunity for local government agencies, special districts, non-profit agencies, county residents, and the general public to purchase surplus County vehicles online.

The auction will be conducted over a one-week period, and will be accompanied by local advertising. There will be a reserve price on each vehicle as the minimum bid, and each vehicle that meets or exceeds the reserve price will be sold to the highest bidder. All payments will be processed through Public Surplus. At the end of the auction, unsold vehicles will be sold through a traditional auction agreement (using a competitive process), unless a cost benefit analysis determines that the net proceeds will be greater by selling the vehicles as scrap metal. All proceeds will be deposited into the Motor Pool replacement fund and used for future purchases and/or Motor Pool operations.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	200200 Motor Pool Replacement
Budgeted?	Yes	Object Code	4911 Sale of Fixed Assets
Recurrence	N/A	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Estimated \$15,000 will be added as revenue
Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to declare these vehicles as surplus and not approve them for auction, but that is not recommended. Staff believe that the age and mileage of these vehicles make them too costly to maintain and unreliable for use by County staff to serve the community. Your Board could also choose not to approve the use of Public Suipus and instead require staff to conduct a live auction, but that is also not recommended. Based on past experience, online auction is the best option as it allows for the most access for the community and is the most efficient use of County staff time.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Highest and Best Use of Property

APPROVALS:

Miquela Beall	Created/Initiated - 03/09/2026
Darcy Israel	Approved - 03/09/2026
Denelle Carrington	Approved - 03/09/2026
Amy Shepherd	Approved - 03/09/2026
John Vallejo	Approved - 03/09/2026
David Fraser	Final Approval - 03/20/2026

ATTACHMENTS:

1. Surplus List 3.2026

Vehicles to be Surplused

ASSET #	VIN	YEAR	MAKE	MODEL	NOTES
10315	1FM5K8AR6HGE00980	2017	FORD	INTERCEPTOR	
10319	1FM5K8ARXHGE00979	2017	FORD	INTERCEPTOR	
10363	1FM5K8AR4JGC74804	2018	FORD	INTERCEPTOR	
10805	1FM5K8AB5MGB61497	2021	FORD	INTERCEPTOR	TOTALLED IN ACCIDENT
9433	1FM5KBAT4FGC66849	2015	FORD	INTERCEPTOR	
9463	1FM5K8AR2EGV08306	2014	FORD	INTERCEPTOR	
9785	1FM5K8AR3GGD16193	2016	FORD	INTERCEPTOR	
9787	1FM5K8ARXGGD16191	2016	FORD	INTERCEPTOR	
9790	1FM5K8AR9GGD16196	2016	FORD	INTERCEPTOR	
9791	1FM5K8AR0GGD16197	9791	FORD	INTERCEPTOR	
8836	1FAHP3FN9AW227338	2010	FORD	FOCUS	
8480	1FMCU93108KA62729	2008	FORD	ESCAPE	
9051	1FTKR1AD8BPA37488	2011	FORD	RANGER	
8493	1FTPX14577KD16239	2007	FORD	F150	
8523	1FMCU93188KB03804	2008	FORD	ESCAPE	
9331	4T3BK3BB3DU091639	2013	TOYOTA	VENZA	
8536	3FAHP07108R240213	2008	FORD	FUSION	
8933	1FMHK8B89BGA22549	2011	FORD	EXPLORER	
9430	JTDKN3DU9EO373263	2014	TOYOTA	PRIUS	
9280	4T3BK3BB4DU090015	2013	TOYOTA	VENZA	
8922	1FMNE1BL5BDA40392	2011	FORD	E150	
8923	1FMNE1BL5BDA42238	2011	FORD	E150	
8127	3GNFK16T61G183288	2001	CHEVROLET	SUBURBAN	



INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-9

Amendment No. 6 to the Agreement with H.W. Lochner, Inc. for the Design of the Bishop Airport Equipment Storage Building 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:

Approve Amendment No. 6 to the agreement between the County of Inyo and H.W. Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$1,027,642, 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 of the airport storage building, which will house the Aircraft Rescue and Firefighting (ARFF) vehicle, the snow plow, the towable broom, and the future Federal Aviation Administration (FAA) funded snow removal tractor. The building will have a locker room for the aircraft firefighter turnouts and personal protective equipment, a restroom, and an office.

A categorical exclusion pursuant to the National Environmental Policy Act was approved by the FAA on March 31, 2025, and a categorical exemption pursuant to the California Environmental Quality Act was filed on March 26, 2026.

FISCAL IMPACT:

Funding Source	Grant Funded (Federal Aviation Administration Airport Improvement Grants Program)	Budget Unit	630307
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure - but will result in a construction project funded by a separate FAA grant	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$313,390 for the period between March 31, 2026 and June 30, 2026

Future Fiscal Year Impacts

If the project is not completed prior to the end of the fiscal year, the remainder would be paid in FY 26/27.

Additional Information

The FAA grant covers 95% of the project costs; the 5% County match is included in the FY 25/26 budget.

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.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Ashley Helms	Created/Initiated - 01/07/2026
Darcy Israel	Approved - 01/07/2026
Ashley Helms	Approved - 03/23/2026
Breanne Nelums	Approved - 03/23/2026
John Vallejo	Approved - 03/23/2026
Amy Shepherd	Approved - 03/23/2026
Cap Aubrey	Approved - 03/24/2026
Denelle Carrington	Final Approval - 03/24/2026

ATTACHMENTS:

1. Master Services Agreement
2. Armstrong Amendment No. 1
3. Armstrong Amendment No. 2
4. Lochner Amendment No. 3
5. Lochner Amendment No. 4
6. Lochner Amendment No. 5
7. Lochner Amendment No. 6 - Airport Equipment Storage Building

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 1st day of November 2022 an order was duly made and entered as follows:

*Public Works –
Armstrong
Consultants Master
Services Agreement*

Deputy Public Works Director-Airports Ashley Helms introduced the following members of the Armstrong Consultants team to the Board: Director of Planning Justin Pietz, Director of Engineering Chris Nocks, and Reno Office Manager Mike Dikun.

Public comment was made by Linda Chapman.

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed \$10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 1st
Day of November, 2022



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: November 10, 2022



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 1, 2022

FROM: Ashley Helms

SUBJECT: Airport Planning, Engineering and Architectural Services Agreement with Armstrong Consultants

RECOMMENDED ACTION:

Request Board approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed \$10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Public Works Department advertised two Requests for Qualifications (RFQ) for airport consultant service on May 26, 2022. By the deadline on June 30, two Statements of Qualification (SOQ) were received for Airport Architecture and Engineering (A&E) Services, and four SOQs were received for Airport Planning Services:

- A&E
 - Armstrong Consultants, Grand Junction, CO (with an office in Reno, NV)
 - Tartaglia Engineering, Atascadero, CA
- Planning
 - Armstrong Consultants, Grand Junction, CA
 - Coffman Associates, Scottsdale, AZ
 - Dubois & King, Randolph, VT
 - Environmental Science Associates, Los Angeles, CA

The SOQs were reviewed and scored by the selection panel, and Armstrong Consultants was chosen as the most qualified firm to provide both A&E and Planning Services for the County's airports. Armstrong has extensive experience with airfield engineering and planning projects for agencies similar to Inyo County across the western US - small, but growing, commercial service airports; geographically isolated airports; and clients with multiple airports. Their proposed sub-consultants include Gensler, for terminal architectural services, who recently completed the *Multi-Functional Terminal Building Conceptual Design* for the Bishop Airport (2020); Wilson & Company, who provided architectural services for the Terminal Expansion Project last year; and local firm Eastern Sierra Engineering for geotechnical services; in addition to other well qualified subs for other specialties.

This Master Services Agreement (Agreement) includes a small initial scope and a fee not to exceed \$10,000; all

future services for FAA funded projects will be added to the Agreement via amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the Agreement to Armstrong Consultants. This is not recommended as they were the top scoring consultant in the RFQ process.

OTHER AGENCY INVOLVEMENT:

FAA

FINANCING:

Any costs associated with the initial scope will be paid from the Bishop Airport Operating Budget (150100), Object Code 5265 (Professional Services). Although an agreement of this size would not require the approval of your Board, the eventual Not-to-Exceed amount will very likely exceed the threshold requiring Board action - for example, past County five-year airport consulting contracts have exceeded \$2,000,000. For this reason, we are requesting your Board approve the initial Master Service Agreement.

ATTACHMENTS:

1. Armstrong Airport Consultant Contract

APPROVALS:

Ashley Helms	Created/Initiated - 10/21/2022
Darcy Ellis	Approved - 10/21/2022
Ashley Helms	Approved - 10/21/2022
John Pinckney	Approved - 10/24/2022
Breanne Nelums	Approved - 10/24/2022
John Vallejo	Approved - 10/27/2022
Amy Shepherd	Approved - 10/27/2022
Michael Errante	Approved - 10/27/2022
Ashley Helms	Final Approval - 10/27/2022

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:

<u>Public Works</u>	Department
<u>168 N Edwards St</u>	Address
<u>Independence, CA 93526</u>	City and State

Consultant:

<u>ARMSTRONG CONSULTANTS, INC.</u>	Name
<u>751 HORIZON CT</u>	Address
<u>GRAND JUNCTION, CO 81506</u>	City and State

39. ENTIRE AGREEMENT

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


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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

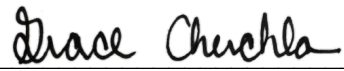
Dated: 12/28/20

CONSULTANT

By: 
Signature
DENNIS CORSI
Print or Type Name

Dated: 12.20.22

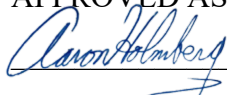
APPROVED AS TO FORM AND LEGALITY:


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-

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of March 2023 an order was duly made and entered as follows:

*Public Works –
Armstrong
Consultants
Agreement
Amendment No. 1*

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows: 1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by \$44,496, 2. and Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by \$4,944, and 3. Increase appropriation in Construction in Progress (Object Code 5700) by \$49,440 (4/5ths vote required); B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by \$4,944 (4/5ths vote required); C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed \$95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project. Motion carried 4-1-0.

WITNESS my hand and the seal of said Board this 21st
Day of March, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: March 29, 2023



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 21, 2023

Reference ID:
2023-3582

Amendment No. 1 to the Agreement with Armstrong Consultants 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:

A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows:

1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by \$44,496, and
2. Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by \$4,944, and
3. Increase appropriation in Construction in Progress (Object Code 5700) by \$49,440 (4/5ths vote required);

B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by \$4,944 (4/5ths vote required);

C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed \$95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 1, 2022, your Board awarded a five-year on-call contract for airport engineering, architecture and planning services to Armstrong Consultants of Grand Junction, CO. The Lone Pine/Death Valley Airport Resurface Taxiway A Project (Project) will be the first project carried out under this contract.

This project will include crack filling, a seal coat and new markings on Taxiway A, the parallel taxiway to Runway 16-34, and connectors. The scope of work in Amendment 1 includes the design and construction phase services.

FISCAL IMPACT:

Funding Source	Grant Funded: The upcoming FAA Airport Improvement Program Grant will fund 90%	Budget Unit	150502
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Budgeted?	Budget amendment included in this agenda item	Object Code	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
\$49,440 for design services			
Future Fiscal Year Impacts			
\$36,260 in FY23/24 for construction phase services			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve these requests, however the Lone Pine/Death Valley Airport would lose \$150,000 in federal entitlement funds this year if those funds are not used towards this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

FAA

ATTACHMENTS:

1. Armstrong Contract Amendment 1
2. Armstrong Consultants Master Services Agreement

APPROVALS:

Ashley Helms	Created/Initiated - 3/2/2023
Darcy Ellis	Approved - 3/6/2023
Ashley Helms	Approved - 3/14/2023
Breanne Nelums	Approved - 3/14/2023
John Vallejo	Approved - 3/14/2023
Breanne Nelums	Approved - 3/14/2023
John Pinckney	Approved - 3/14/2023
Amy Shepherd	Approved - 3/14/2023
Michael Errante	Approved - 3/14/2023
Denelle Carrington	Approved - 3/14/2023
Nate Greenberg	Final Approval - 3/16/2023

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

**SCOPE OF WORK
LONE PINE AIRPORT
AIP NO. 3-06-0126-018-2023**

ELEMENT #1 RESURFCE TAXIWAY A and ASSOCIATED CONNECTOR TAXIWAYS (35'x4,100')

1. This project consists of crack sealing/repairing, applying a surface, and remarking Taxiway A and its associated connector taxiways at Lone Pine Airport. The included project sketch depicts the general layout for the project.
 - 1.1. Crack sealing will consist of applying a rubber asphalt crack sealant in all pavement cracks that are less than 1 ½ inches in width within the identified pavement area. Crack repair will consist of applying a crack repair mastic in all pavement cracks that are greater than 1 ½ inches, but less than 4 inches, in width within the identified pavement area. Larger cracks and defects will be repaired using a hot applied repair mastic/patch product based on manufacturer recommendations.
 - 1.2. Surface treatment will either consist of applying an emulsified asphalt seal coat meeting P-608 specifications per FAA AC 150/5370-10H, or applying an emulsified asphalt slurry seal surface treatment meeting P-626 specifications per FAA AC 150/5370-10H. Sand will not be applied to the P-608 treatment application. The Contractor will not be required to perform friction testing. A final decision regarding the selected surface treatment will be reached during the preliminary design for this project.
 - 1.3. New pavement markings will be designed meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces. Given the degree of deterioration and that certain existing markings do not meet FAA AC 150/5340-1M requirements, all existing markings will be removed prior to surface treatment.

Estimated Construction Cost (Element 1) is: \$125,000 to \$182,000

Estimated Construction Period is: 14 days¹



Element 1 Pavement Areas

Note: ¹ Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$2,000/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.

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

CONSULTANT: ARMSTRONG CONSULTANTS

By:



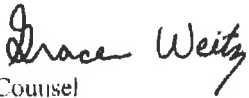
Dated: 04/30/2024

By:



Dated: 04/24/24

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 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
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
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.

**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

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.

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 2/11/2025.

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
11th DAY OF February, 2025.

COUNTY OF INYO

CONSULTANT: LOCHNER

By: *Scott Marcellino*

By: *Chris Vitek*

Dated: 02/11/2025

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

Elements 1 – Design

Preliminary Design \$42,230.00

Final Design \$39,390.00

Elements 1 – Bidding Services \$7,150.00

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

Elements 1 – Special Services

DBE Program Assistance \$6,320.00

Topographical/Land Survey \$22,000.00

Engineering Total **\$237,140.00**

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
					171	86			257	\$51,933.71
2	Prepare and Submit Weekly Inspection Reports		4			8			12	\$2,480.24
3	Conduct Final Inspection		2			2			4	\$857.50
	Estimated Total Man-hours	0	6	0	0	181	86	0	273	
	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	\$0.470		\$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.

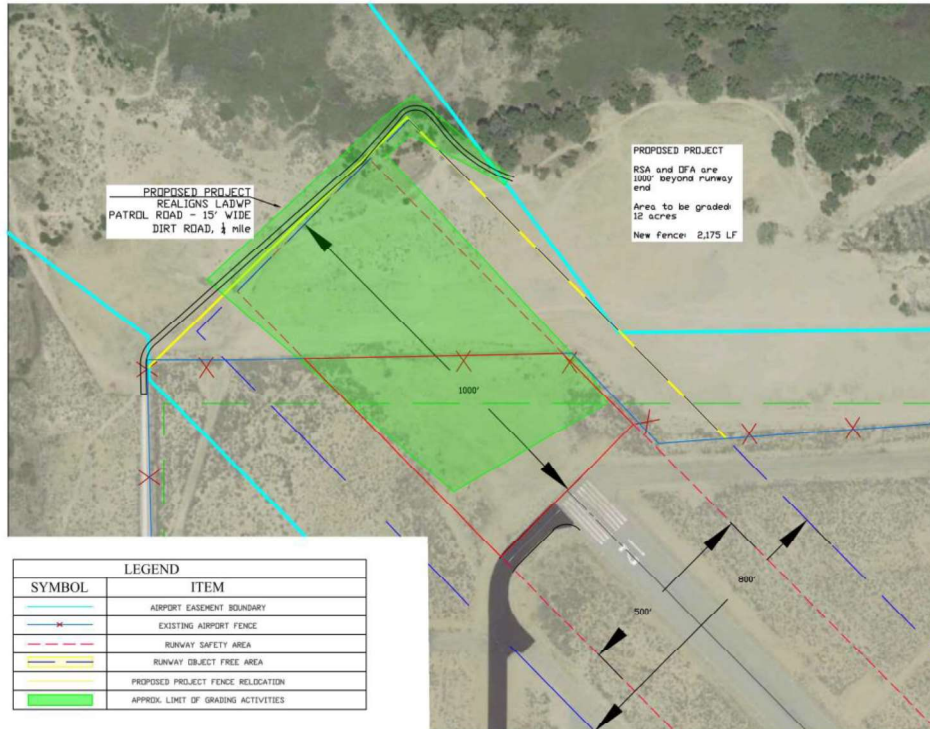
Estimated Construction Cost (Element 1) is: \$2,700,000

Estimated Construction Period (Element 1) is: **30 calendar days¹**

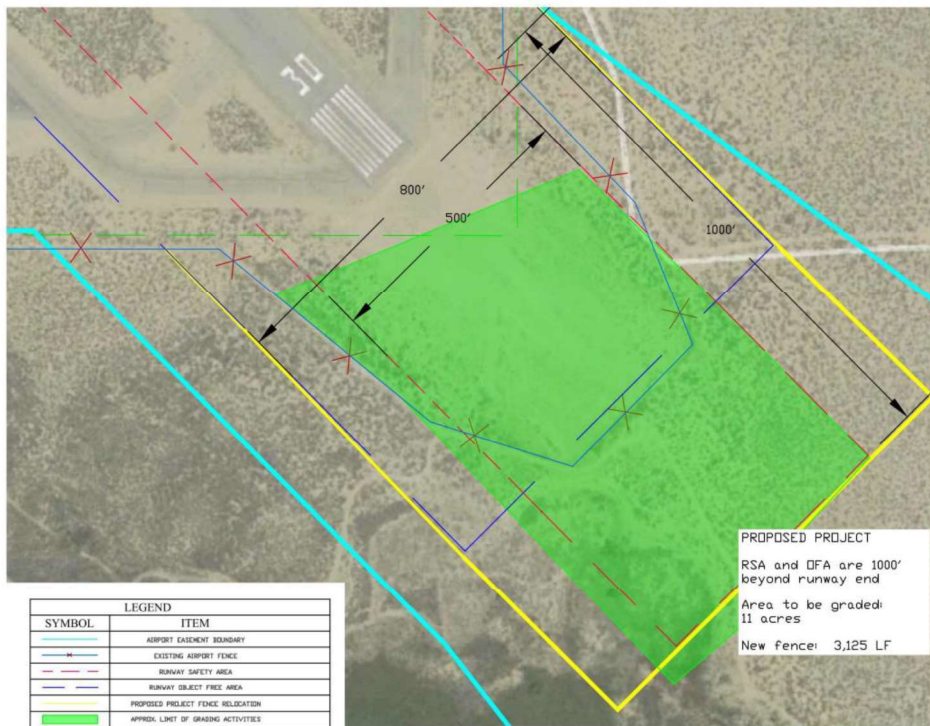
¹Note: Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of \$3,500/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed 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.

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and H.W. Lochner, Inc. (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 seven hundred and fourteen thousand, two hundred and fifty two dollars (\$714,252) (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 *Rehabilitate Runway 14/32 (Design & Bid)* as described Attachment A- 5 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A- 5 to the Contract shall not exceed \$ 254,740.

The effective date of this amendment to the Agreement is 2/10/2025 .

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

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
25th DAY OF _____ February _____, 2025.

COUNTY OF INYO

CONSULTANT: H.W. Lochner, Inc.

By: *Scott Marcellino*

By: *Chris Vitek*

Dated: 02/25/2025

Dated: 02/14/2025

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
Grace Weitz (Feb 13, 2025 16:13 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Matthew 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**

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

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 *Rehabilitate Runway 14/32 (Design & Bid)* project, as further described in the attached proposal, dated February 13, 2025, from H.W.Lochner, Inc.

AMENDMENT 5 PROPOSAL
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED FEBRUARY 13, 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 **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **LOCHNER, (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** – Independence Airport, Independence, California

3. **WORK PROGRAM** – Attached

Element 1 – *Rehabilitate Runway 14/32 (60' × 3,533') (Design & Bid)*

4. **FEES** – The fees will be as noted below. (All lump sums)

Element 1 – Project Development & Administration \$13,720.00

Element 1 – Design

Preliminary Design	\$51,810.00
Final Design	\$48,620.00

Element 1 – Bidding Services \$7,150.00

Element 1 – Special Services

Categorical Exclusion Form	\$7,420.00
DBE Project Assistance	\$2,520.00
Topographical/Land Survey	\$28,500.00
Geotechnical Investigation (NTE T&M)	\$95,000.00

Engineering Total **\$254,740.00**

5. **ATTACHMENTS** – Required Contract Provisions for A/E Contracts Under the Airport Improvement Program

SPONSOR:
COUNTY OF INYO

ENGINEER:
LOCHNER

Sponsor Signature Authority

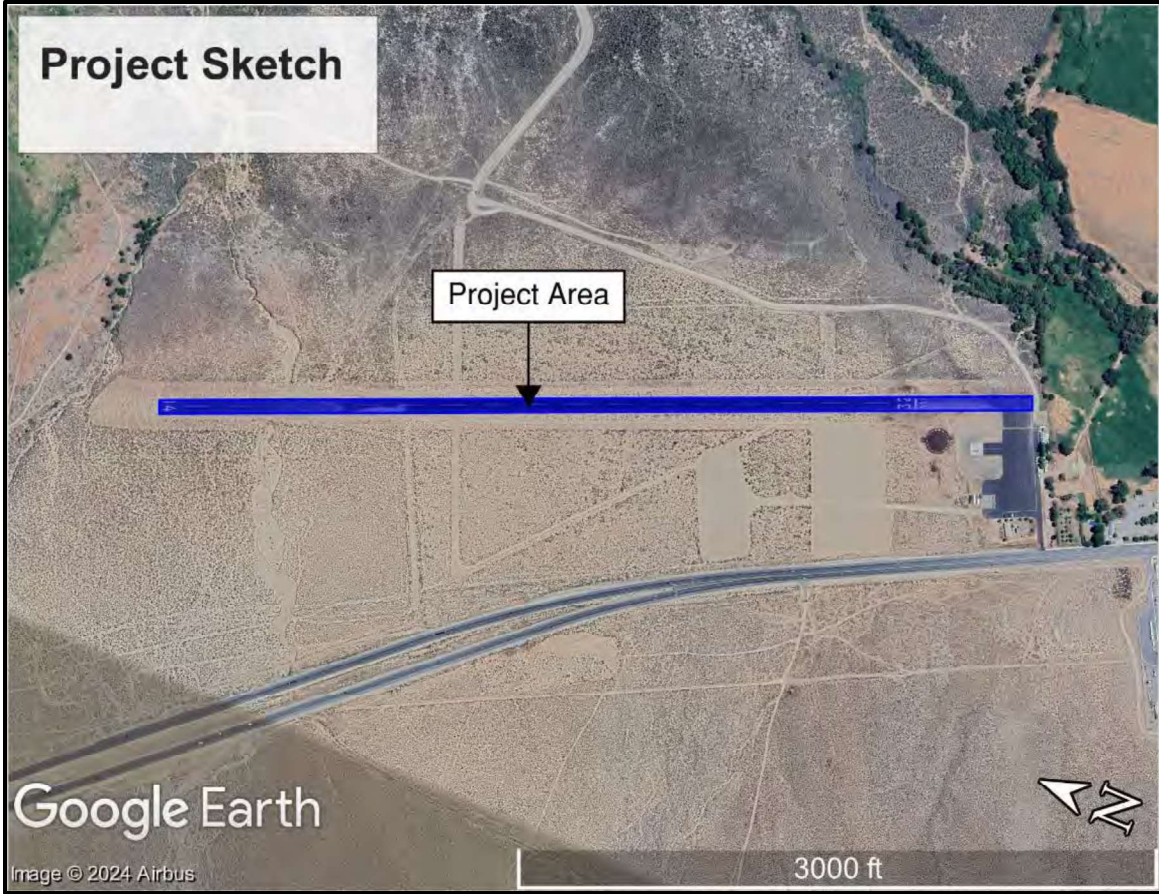
Erik Vlieg, Business Manager

SCOPE OF WORK
INDEPENDENCE AIRPORT
AIP NO. 3-06-0108-0XX-2025

ELEMENT #1 REHABILITATE RUNWAY 14/32 (60' × 3,533') (DESIGN & BID)

1. The existing Runway 14/32 at Independence Airport has reached the end of its useful life. The included project sketch depicts the general layout for the project.
 - 1.1. Currently the runway is 60 feet wide and 3,533 feet long. The method of rehabilitation will be evaluated and determined during the preliminary design phase of this project based on geotechnical investigation and further analysis. Rehabilitation using crack treatment plus overlay will be considered. The pavement geometry design will be updated in accordance with FAA AC 150/5300-13B. Specifically, Appendix G will be utilized to determine appropriate pavement geometry and required separations.
 - 1.2. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 11,000 lbs. for the Design Aircraft per the ALP (Beech King Air F-90). The FAA's FAARFIELD software will be utilized during the design of the pavement section, and a 10-year design life will be assumed as required for rehabilitation.
 - 1.3. New pavement markings will be designed to meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces. No striated markings will be used.
 - 1.4. Topographical analysis will be performed on the runway pavement and runway safety areas to assess the current grades and slopes. Existing runway pavement grades will be maintained for this project.
 - 1.5. A geotechnical investigation will be performed, in accordance with FAA AC 150/5320-6G, to identify the thickness and layout of the existing pavement section as well as the characteristics of the underlying subgrade. This information will be critical in determining appropriate rehabilitation method(s).
 - 1.6. This project is not anticipated to require significant changes to the existing surface drainage patterns at the Airport. Localized improvements along the shoulders of Runway 14/32 – specifically, at the existing culvert – may be considered and incorporated into the design as allowed by the total project budget.

Estimated Construction Cost (Element 1) is: \$2,100,000.00



I. PROJECT DEVELOPMENT & 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 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 survey and geotechnical investigation.
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/land survey and geotechnical investigation.
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.

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 requirements for the design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen in accordance with FAA AC 150/5320-6G. The Engineer will coordinate the subconsultant's work with Sponsor staff. An Engineer's representative will be on-site with the subconsultant for one (1) day during the investigation.

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. 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 a 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.
5. Analyze and process geotechnical investigation data. Develop design conclusions based on the data presented and establish input values for pavement design software. Prepare subgrade and pavement section information for incorporation into construction plans.
6. Prepare pavement section design utilizing FAA FAARFIELD design software.
7. Review and evaluate project layout.
 - a. Verify existing ALP dimensions and data.
 - b. Develop aircraft traffic mix to be utilized in FAARFIELD design software for pavement section design.
 - c. Review available record drawings of the project site.
8. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Evaluate surface drainage conditions/requirements.
 - c. Review existing Pavement Strength Survey data and/or pavement section data obtained through geotechnical investigation.
 - d. Conduct one (1) design site visit by the Project Manager and Design Engineer for familiarity with the site.
9. 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	3
d	Plan, Profile and Grading Plan	9
e	Typical Sections and Details	1
f	Marking Layout and Details	5
g	Cross Sections (100 ft Stations)	9

DESCRIPTION		SHEET COUNT
h	Construction Safety and Phasing Plan	1
TOTAL SHEET COUNT		30

10. 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.
11. 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-100	Contractor Quality Control Program (CQCP)
Item C-105	Mobilization
Item C-110	Method of Estimating Percentage of Material Within Specification Limits (PWL)
Item P-101	Preparation/Removal of Existing Pavements
Item P-207	In-Place Full-Depth Reclamation (FDR) Recycled Aggregate Base Course
Item P-403	Asphalt Mix Pavement
Item P-603	Emulsified Asphalt Tack Coat
Item P-610	Concrete for Miscellaneous Structures
Item P-620	Runway and Taxiway Marking

12. 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
 - m. Construction Management Plan

13. Prepare and submit FAA design Modifications to Standards, if necessary.
14. 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.
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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 an Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer's design report will be prepared. The report will include a summary of the project, pavement design, drainage design, schedule(s) and a 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.
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6. Submit the 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.
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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. The 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 website of Lochner. The Sponsor 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 via online video conference run by the 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 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. 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:

In-House Services

1. Prepare and submit a Categorical Exclusion (CatEx) package.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Project requirements.
 - a. Review Sponsor's DBE Goal Calculations for the current fiscal year. Add or update any missing project goals and correct any identified issues to keep the Airport in compliance.
 - b. Assist the Sponsor in submitting updated goals to the FAA Civil Rights Office.
 - c. Assist the Sponsor with fiscal year DBE utilization reporting and in submitting these items to the FAA Civil Rights Website.
 - d. Assist Sponsor in ensuring record compliance found in USDOT 49 CFR Part 26 requirements are met.
 - e. Update and maintain website link for Sponsor's Civil Rights Programs.

Subconsultant Services

1. Topographical/Land Survey – See proposal dated 1/20/2025.
2. Geotechnical Investigation – See proposal dated 2/7/2025.

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the 5th day of February 20 25 by and
by and between Lochner
whose mailing address is 180 Promenade Circle, Suite 300, Sacramento, CA 95834
hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on Independence Runway 14/32 Rehabilitation (Project Name)
hereinafter called the "PROJECT" and whose location is Independence, CA
THE CLIENT/contact person for this project is Nick Donovan
Phone 530-491-4517 Email ndonovan@hwlochner

CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing
services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project
will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15%
charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about January 20 25; and have said
work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is Dean Neubauer, P.L.S. Phone (775) 883-7077

The attached Standard Provisions of Agreement are incorporated hereinto and made a part of this Agreement. In the
event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the
Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

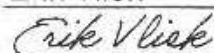
All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with
such service. All written communications shall be addressed to CONSULTANT at 950 Sandhill Road, Suite 100,
Reno, NV 89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms,
conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written
above.

CONSULTANT:

PRINT Dean Neubauer, P.L.S., Agent
SIGN 
TITLE Group Manager
DATE 02/05/2025

CLIENT:

PRINT Erik Vliet
SIGN 
TITLE Business / Operations Manager
DATE 02/05/25

CLIENT INITIALS 

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. Consultant currently maintains a policy of professional liability insurance. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

(g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

20. RETAINER

Client agrees to deposit the sum of None \$ 0 as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

January 20, 2025

Exhibit A

LA25.022R

Lochner

Attn: Nick Donovan, P.E.
180 Promenade Circle, Suite 300
Sacramento, CA 95834

Subject: Proposal for Professional Surveying Services – Land Survey Services for Independence Airport (207) - Rehabilitation of Runway 14/32, Inyo County, California.

Dear Nick;

Lumos and Associates (Lumos) would like to thank you for the opportunity of providing land survey services for your project. Based upon our understanding of the project, as transmitted to us in an email dated 01/17/2025 and titled Independence Airport (207) - Rehabilitation of Runway 14/32. The following Scope of Work is proposed to those "Design Survey Requirements".

Task 1 – Topographic Survey

Lumos will conduct a Design Grade Topographic Survey in accordance to the "Design Survey Requirements" listed in the above stated RFP

Task 2 – Construction Survey Control

Lumos will conduct a control survey and establish nine (9) Construction Survey Control Points as outlined in the "Survey Requirements" listed in the above RFP.

Task 3 – Utility Locates

Lumos will sub contract a utility locating company to locate the underground utilities prior to conducting the Topographic survey as outlined in the "Survey Requirements" listed in the above RFP.

Task 4 – Photos, Reports and Supplemental Data

Lumos will provide photos of the site along with all reports and supplemental data as outlined in the above RFP.

Lumos Fees for Tasks 1 through 4: \$28,500

Lumos has the available equipment and personnel to meet the project time frames as listed in the RFP. All survey work will be performed under the supervision of California Licensed Land Surveyor No. LS 7936. Lumos and Associates are not responsible for permits, negotiations or coordination of any improvements as a result of work performed.

Additional Services

Lumos and Associates can also provide additional services in support of the construction process including but not limited to Construction Surveying and Materials Testing.

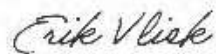
Work outside the established SCOPE OF WORK can be performed as negotiated. The attached Standard Provisions of Agreement are a part of this proposal. This proposal is valid for 90 working days from this date.

We look forward to working with you on this project, should you have any questions or require additional information, please do not hesitate to contact me at (775) 883-7077 or by email at gphillips@lumosinc.com.

Sincerely,



Greg Phillips, P.L.S.
Director – Survey Division
Lumos and Associates, Inc.



Approved by
Erik Vlieg
Business/Operations Manager
02/05/25

Independence Airport (207) Independence, California

Survey Requirements: December 2024

The purpose of this topographic survey to establish design for rehabilitation of Runway 14/32.

Specific requirements are as follows:

Topographic and Feature Location: Survey coverage to be the area(s) as defined on the Survey Sketch. The grid interval on the Runway shall conform to the requirements shown on the Survey Sketch. The 25 ft maximum on asphalt surfaces is intended to fall on "Even Stations". The purpose of this is to compare asphalt elevations during construction that correspond to the exact point that is located as part of this topography.

The grid shall be denser than this interval as necessary to identify features and important topographical elements that do not necessarily fall on a neat grid in order to create a surface model (tin) conforming to the vertical accuracy requirements of the attached "Design Survey Requirements".

Survey control: Vertical Benchmark and Origin of Survey is NGS Monument "CAMERA POST 2 RESET". See Survey Sketch for coordinates, and Basis of Bearing. The final survey will be a "**modified**" **ground/project coordinate system** representing actual measured **ground distances** with any scaling/rotation taking place at the **Origin of Survey**. Survey units must be US foot. All monuments on Survey Sketch must be located. A differential level loop must be run on all monuments including the Construction Survey Control. Notes to be kept in a standard field book.

Construction Survey Control: Set construction survey control monuments, #5, 30" long rebar w/ aluminum cap, approximately 2" below ground. 9 required. Stamp with elevation. Elevations to be established by level loop to 1/100 ft. Submit location (ground coordinate system) and elevation information.

Utilities: Call the appropriate utility location services and have all below ground utilities marked within the survey coverage area. Locate and describe all underground and above ground utilities within the survey coverage area. This includes, but may not be limited to water, sewer, gas, power and communications. Coordinate utility locates and questions with Airport Manager.

Photography: Photograph the areas surveyed. Photography to be in digital format and location cross-referenced to survey points when multiple similar structures exist, i.e., "culvert #1, #2, etc." Include all above ground features, i.e., signs (both sides), lights, culverts (inlet & outlet), etc.

Submit topographic survey per the formats as shown in the attached "Design Survey Requirements".

NOTES:

- 1. It is understood that since all fees (including Lochner's) are paid from federal and state grant, until the grants are in place, fees are not due.**
- 2. All field survey work must be coordinated with and approved by airport manager for filing of NOTAMs. Ground survey personnel must be equipped with aviation band radios and monitor local air traffic at all times.**

Design Survey Requirements

Survey Control:

A record of vertical and horizontal control closure and method, (bench level, trig level, GPS, LIDAR) is to be kept in a standard field book or electronic field book, with sketches and descriptions of the locations of control points.

Accuracy:

Horizontal:

All horizontal measurements: 0.10 feet accuracy (but recorded to 0.01 feet).

Vertical:

All survey monuments will have elevations established by differential level loop. Record kept in field book and submitted to Lochner.

All hard-surfaced elevations (i.e. pavements, floors, pedestals) and subsurface elevations (i.e. grates, pipes, inverts): 0.02 feet accuracy (but recorded to 0.01 feet). Automatic levels or conventional total stations shall be used for hard surfaces.

All (natural) ground elevations: 0.10 feet accuracy (but recorded to 0.01 feet) GPS equipment may be used for natural ground and other topographic items. When using GPS, the surveyor shall submit a Quality Control Plan and have prior approval by Lochner. LIDAR scanning may be used for natural ground, structures, and above ground utilities. When using LIDAR, the surveyor shall submit a Quality Control Plan, weeding method used, and have prior approval by Lochner

Content:

Topographic surveys are to include all above-ground features such as utilities, structures, fences, railroads, roads, trees, airport paving, lights, navigational aids, signs and any evidence of below-ground utilities, pipes, etc., pavement edges, any swales or crowns in pavements. Care shall be taken when recording edge of pavement features if it is apparent that the edges have been excessively rolled. We would prefer to have points that best define the pavement cross slope vertically but still fall within 6 inches of physical edge of pavement. Pavement markings shall be located as to color, widths of stripes etc. Any signs located will have the color, message or legend noted or photographed and labeled. Electrical splice boxes or cans shall be measured, described, and photographed. Shots taken on runway and/or taxiway edge lights shall be consistent across the entire job, i.e., shoot the same spot at every light. Include a photo of a typical rod tip placement. Fences shall be described as to height, type, number of wires and type of posts. Water lines shall have the type and size included in the description if possible. Manholes shall have the lid and flow lines defined plus pipe size and direction of flow. Drainage facilities need to be located including flow line and grate elevations, sizes, materials, flow lines and general direction of pipes located in structures. It will also be noted if culverts have end sections or not. Locate both ends of pipe even if one end is outside of survey limits. Sketches of all features not easily defined by field location must be kept in a standard field book. These sketches will include sufficient measurements to accurately define the features. Any buildings or portions of building that are located as part of the survey shall also have the "Finish Floor" elevation defined. All buildings located will have doors/entrances located and noted. All buildings will have utility service points (panels, meters etc.) located and noted.

Quality Control:

The Survey and Quality Control Plan must include the quality control (including error analysis) procedures and practices followed during data collection and provide traceability and adherence to the requirements of this guidance. At a minimum, the plan will include the following:

- Summarize what methods you will use to ensure high-quality data.
- Describe the quality control measures used to ensure all data is checked, complete, reliable, and meets the accuracy requirements.
- Provide evidence of the methods used to collect the various types of features to meet the desired accuracies.
- Describe the data backup and archive procedures and methods used to ensure the integrity of the original data.
- Explain the methods used to check all file formats and provide a summary of the file-naming convention for all electronic files.

Geodetic Control Data:

Provide the raw-data files collected containing the data used for establishment or verification of the geodetic control, including any data used to plot temporary points occupied. Typically, these files include the original raw GPS data files, binary files containing ionosphere modeling information and vector reduction and adjustment files. Provide digital photographs, sketches, and scans of the field book or log sheets supporting the geodetic control survey.

Format:

The final survey information is to be submitted on electronic media (flash drive, DVD etc.) in ASCII (IBM compatible) file format. Digital format submitted through e-mail, ftp, dropbox, etc., is acceptable. Format for survey data is as follows:

Survey origin and basis of bearing must be noted (pdf format).

- Survey field book is required (pdf format, electronic field book file).
- Topographic points required. Point #, Northing, Easting, Elevation, Description (ASCII xyz), Excel worksheet. Delimiters can either be a comma (,) or a space (). Point descriptor abbreviation definition is required.
- Civil 3d Compatible Surface or XML surface file with breakline data (showing how topographic features are connected), DTM/Contour file with points is required (Autodesk Civil 3D 2021 or earlier compatible dwg, or dxf formats).
- Photographs are required (jpg, png or similar formats).
- LIDAR data required (if used) (LAS or ASCII (xyz) formats).

Copies of Supplemental Data:

Sketches and field notes which are generated and used by the surveyor shall be submitted along with the electronic disk data. When or if using survey figures in CAD, include all associated external databases (2016 compatible).

Data collector files, GPS receiver files and CORS data downloaded shall be submitted if requested.

Copies of Liability Insurance:

Submit copies of General and Professional Liability Insurance and copies of Workmen's Compensation Insurance. Minimum limits of Professional Liability Insurance are \$1,000,000 per occurrence and in the aggregate annually to protect against claims resulting from alleged professional errors and omissions.

More Information:

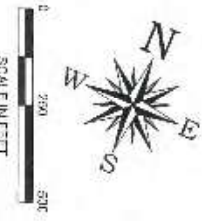
Topographic Survey is to be performed with guidance from FAA Advisory Circular, 150-5300-18B. This Advisory Circular will help the surveyor in identifying the exact end of runway locations and navigational aids on the airport. LIDAR survey requirements are to be performed with the guidance from FAA Advisory Circular, 150-5300-17C. The Advisory Circular documents can be obtained from the web site:

https://www.faa.gov/regulations_policies/advisory_circulars/

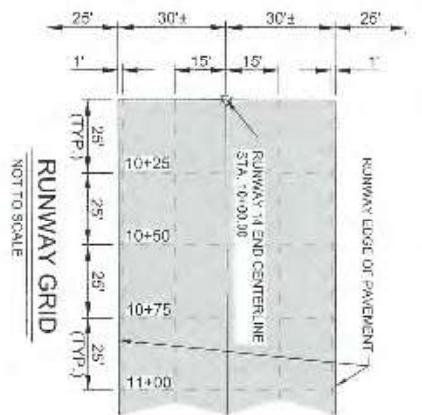


LEGEND

- TOPOGRAPHIC SURVEY AREALIMITS
CONTENT PER "DESIGN SURVEY
REQUIREMENTS"
- SET CONSTRUCTION SURVEY CONTROL
REQUIREMENTS
- EXISTING SURVEY MONUMENT



PROJECT COORDINATES ARE MODIFIED STATE
PLANE COORDINATES. The final survey will be a
"modified" ground/project coordinate system
representing actual measured ground distances with
any scaling/gratiation taking place at the Origin of
Survey.



RUNWAY GRID
NOT TO SCALE

VERTICAL BENCH MARK &
POINT OF ORIGIN
CAPREX POST 2 RESER
PRODUCT 1738
N. 2178.91328
E. 8784.00374
EL. 3892.571

Independence Airport (207)
Independence, California
Survey Sketch

February 7, 2025

Nick Donovan, P.E.
Aviation State Lead, CA
Lochner
P: (970) 242-0101
E: ndonovan@hwlochner.com
715 Horizon Drive, Suite 225
Grand Junction, CO 81506

**RE: Independence Airport Geotechnical Investigation
Rehabilitate Runway 14/32
Lochner Project No. 24150**

Mr. Donovan:

Eastern Sierra Engineering (ESE) is pleased to submit this revised proposal for geotechnical investigation services in support of the planned rehabilitation of Runway 14/32 at Independence Airport, Inyo County, California. This proposal has been carefully prepared in alignment with the refined scope of work outlined in ESE's email dated January 20, 2025, and reflects the verbal authorization provided by Inyo County on February 4, 2025. We appreciate the opportunity to contribute to this critical infrastructure project and remain committed to delivering high-quality geotechnical services that support the long-term success and safety of the runway rehabilitation.

PROJECT UNDERSTANDING

We understand this project involves a geotechnical investigation at Independence Airport in Inyo County to support the rehabilitation of Runway 14/32, which spans approximately 0.77 miles. The investigation aims to evaluate the condition of the existing pavement and subsurface materials, providing the necessary data to inform future design and construction.

Key tasks include coordinating safety measures, such as runway closures and barricades, and performing fieldwork that involves drilling, sampling, backfilling, and patching. Laboratory testing will analyze collected samples to determine gradation, soil classification, moisture-density relationships, and other key soil properties. Deliverables will include a photo log of pavement conditions, detailed boring logs, and a geotechnical report summarizing findings and recommendations.

SCOPE OF SERVICES

ESE will provide the following services:

Task 1 Field Work - At least 48 hours before fieldwork starts, airport safety procedures will be reviewed, and necessary closures will be coordinated with the public works deputy director. Fieldwork tasks will include:

- a. Lay out borehole locations and use a private utility locator to locate all utilities within the work area.
- b. Conduct a total of **12** borings strategically distributed across the proposed runway and taxiway pavement. Each boring will be drilled to a depth of 10 feet and spaced approximately 400 feet apart. Additionally, two extra borings will be placed in isolated areas. CBR (California Bearing Ratio) test locations will be evenly distributed, following a pattern similar to the original RFP sketch.
- c. Core the pavement at each boring location, ensuring the pavement cores are removed intact. Measure and photograph the cores to accurately evaluate the existing pavement condition.
- d. Collect representative soil samples at each boring location at depths and quantities sufficient to support the comprehensive soil investigation.
- e. Maintain boring logs including location, date, recorder's name, type of exploration and equipment used, surface elevation, depth of materials, sample identification numbers, material classifications (such as color, grain size, and angularity), groundwater conditions, water table depth, and Standard Penetration Test (SPT) blow counts, ensuring thorough and accurate documentation of the field investigation.
- f. Backfill the boring holes to an appropriate level of compaction using the existing soils extracted during the boring operation. Supplementary, non-swelling materials will be used as necessary to restore the level up to the bottom of the existing pavement section.
- g. Repair the existing pavement at each boring location by patching it with cold-mix asphalt to match the original pavement section thickness. Ensuring the patch is neat, flush with the surrounding surface, and compacted to prevent settling.
- h. Clean around each boring location as work progresses.

Task 2 Laboratory Testing – Laboratory testing will be conducted in our AASHTO-accredited laboratory to ensure precision and compliance with industry standards. Consolidation, Sulfate, CBR, and Permeability tests will be subcontracted to an external laboratory. The type and number of tests will be selected to ensure sufficient data for an effective design and may be adjusted as needed based on findings from the field exploration during boring. The testing program includes, but is not limited to, the following:

- a. Atterberg Limits (ASTM D4318)
- b. California Bearing Ratios (ASTM D1883)
- c. Hydrometer analysis (ASTM D7928)
- d. Standard Proctors (ASTM D698)
- e. Sulfate Tests (ASTM C1580)
- f. Consolidation Tests (ASTM D4546)
- g. In-Situ Density and Moisture Content (ASTM D7263/D2216)
- h. Sieve analysis (ASTM C136/C117)
- i. Soil permeability (ASTM D5084/D5856)
- j. All Samples - USCS soil classification
- k. All Samples - Frost Group Soil Classification

Task 3 Geotechnical Report - We will deliver a detailed geotechnical investigation report based on our fieldwork and laboratory testing findings. The report will document subsurface conditions and provide thorough analyses and recommendations to support informed decision-making. In compliance with FAA Advisory Circular 150/5320-6G, it will address rehabilitation design requirements for an asphalt pavement section accommodating an aircraft fleet mix, including aircraft up to 20,000 lbs. SWG. The final pavement design will be completed by Lochner.

The geotechnical report will include the elements listed below:

- a. Project Description: A clear overview of the project scope, objectives, and the rehabilitation of Runway 14/32.
- b. Project and Exploration Locations: A detailed summary of the boring locations and exploration layout as documented during fieldwork.
- c. Subsurface Soil and Groundwater Conditions: A comprehensive description of the soil stratigraphy, groundwater table, and any notable subsurface conditions encountered.
- d. Geological Analysis: Insights into the site's geological characteristics that may affect subgrade preparation and pavement performance.
- e. Logs of Field Investigation: Detailed boring logs capturing key information, including soil classifications, moisture conditions, SPT blow counts, and other critical data points.
- f. Laboratory Test Results: Comprehensive results from all laboratory testing, including Gradation, Hydrometer, Atterberg limits, Proctor, CBR, consolidation, and permeability tests, which are integral to subgrade and pavement recommendations.
- g. Subgrade Preparation and Conditioning Techniques: We will provide detailed analysis and recommendations for preparing and conditioning the subgrade, considering soil type, groundwater conditions, and engineering requirements. Recommendations will include appropriate methods for subgrade stabilization to ensure compatibility with the FAA-specified pavement design criteria.
- h. Earthwork and Site Preparation Requirements: Guidance on-site preparation methods, addressing stripping, excavation, and stabilization techniques necessary for long-term performance.
- i. Fill Placement and Compaction Recommendations: Specifications for fill materials, placement methods, and compaction standards to ensure consistent and durable subgrade support.

ENGINEERING FEES

The SCOPE OF SERVICES will be completed on a Time and Expense (T&E) basis, with a budget cap not to exceed \$95,000, and budgets allocated as follows:

<u>Task Description</u>	<u>Fee</u>
Task 1: Field Work	\$45,000
Task 2: Laboratory Testing	\$27,000
Task 3: Geotechnical Report	\$23,000
Total	\$95,000

INVOICING SCHEDULE

First Invoice:

- Task 1 - Invoicing will be processed immediately upon completion of fieldwork to ensure timely payment to our subcontractors, who will invoice us as soon as they complete their scope of work.
- Amount - Billed on an actual Time and Expense (T&E) basis, not to exceed the allocated budget for Task 1.

Second Invoice:

- Tasks 2 and 3 - Invoicing will be processed immediately upon submittal of the final geotechnical report.

- Amount - Billed on an actual Time and Expense (T&E) basis, not to exceed the allocated budget for Tasks 2 and 3.

CONDITIONS

This offer is valid for acceptance for a period of 30 days from the date of this proposal. If unanticipated conditions require a change to the fee schedule amount, we would not proceed with a modified scope of services without obtaining your verbal (and subsequent written) authorization.

EXECUTION OF CONTRACT

Please carefully review the contents of this proposal and the enclosed General Conditions (Professional Services). If they meet with your approval, please return a copy of the Terms to our office. We will then endorse the document and return one fully executed copy to you. Alternatively, a mutually acceptable contract to both parties can be substituted for ESE's contract.

We trust this provides the information you require at this time. If you have any questions or require additional information, please contact Dennis Brown at (760) 937-1385.

Sincerely,
Eastern Sierra Engineering, P.C.



Dennis Brown
Director of CMT Services

Attachments: General Conditions (Professional Services)

Client agrees to the Scope of Work described in this proposal and the General Conditions attached and incorporated herein.

By: Erik Vliek
Name (Printed)

By: *Erik Vliek*
Name (Signature)

Company: H.W. Lochner, Inc.

Title: Business / Operations Manager

Date: 2/11/2025

Phone: 970-242-0101

Email: evliek@hwlochner.com

EASTERN SIERRA ENGINEERING, P.C. (ESE) GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services.** This Agreement is entered into between Client and ESE ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not included in the Scope of Services described by Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.
2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 1/2 % per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.
3. **Prevailing Wages.** It is the Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to reimburse Consultant and to defend, indemnify and hold harmless Consultant from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project was covered under prevailing wage regulations.
4. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
6. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation, or tort) to the greater of \$5,000 or the amount of consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
7. **Construction Observation.** If included in the Services, Consultant's services during construction shall be limited to observation and testing of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.
8. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
9. **Samples.** All samples shall remain the property of the Client. Client shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials. If appropriate, Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples or return them to Client at Client's cost.
10. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to the Client.
11. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
12. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
13. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to the Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share fees equally. If mediation fails, either party may institute litigation in the state of federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.
14. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances and Client and Consultant shall renegotiate in good faith, the terms and conditions of this Agreement. If amended and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
15. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation to this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
16. **Additional Provisions.** Neither party may assign its interest in this Agreement without prior written consent of the other. Any modifications to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal agreement. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The compensation for the Scope of Work described in Attachment A- 5 shall be the lump sum amounts shown on page one of the Lochner proposal included in Attachment A- 5, dated February 13, 2025, which include both lump sums and cost-plus-fixed-fee work items, and shall not exceed \$254,740.

AMENDMENT NO. 6 TO THE AGREEMENT BETWEEN COUNTY OF INYO

AND H.W. Lochner Inc

FOR THE PROVISION OF On-Call Airport Engineering & Planning Services

Construct ARFF/SRE Building (Design)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and H.W. Lochner Inc(hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of On-Call Airport Engineering & Planning Services services dated Tuesday, November 1, 2022, for the term from Tuesday, November 1, 2022to Sunday, 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:

Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Construct ARFF/SRE Building (Design) as described Exhibit A of this amendment,

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 million, twenty seven thousand, six hundred and forty two dollars (\$1,027,642) (hereinafter referred to as “Contract limit”).

The Consultant’s fee for the scope of work described in Exhibit A to this amendment shall not exceed \$313,390 .

Section 22: Defense and Indemnification is amended as follows:

Pursuant to the full language of California Civil Code §2782, design professional agrees to indemnify, including the cost to defend, Inyo County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional 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 Inyo County; and does not apply to any passive negligence of Inyo County unless caused at least in part by the design professional. Inyo County agrees that in no event shall the cost to defend charged to the design professional exceed that professional’s proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

The effective date of this amendment to the Agreement is March 31, 2026.

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

For Inyo County

SIGNATURE

John Vallejo

FULL NAME

DATE SIGNED

County Counsel

TITLE

SIGNATURE

Denelle Carrington

FULL NAME

DATE SIGNED

Assistant CAO

TITLE

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

SIGNATURE

Erik Vlieg

FULL NAME

DATE SIGNED

Aviation Business / Operations Manager

TITLE

Exhibits List

A - BIH ARFF-SRE Bldg SOW 250507

Exhibit A

BIH ARFF-SRE Bldg SOW 250507

AMENDMENT # _____
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement effective 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** – Eastern Sierra Regional Airport/Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

Element 1 – *Construct ARFF/SRE Building (Design)*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development & Administration \$20,580.00

Element 1 – Design

Preliminary Design \$6,220.00

Final Design \$10,190.00

Element 1 – Project Closeout \$1,400.00

Element 1 – Special Services

Categorical Exclusion Form \$4,140.00

DBE Program Assistance \$3,160.00

Topographical/Land Survey \$24,200.00

Geotechnical Investigation \$36,100.00

Architectural Design (Civil, Structural, MEP) \$182,400.00

Engineering Total **\$313,390.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
COUNTY OF INYO

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Erik Vliek, Business Manager

**SCOPE OF WORK
BISHOP AIRPORT
AIP NO. 3-06-0024-OXX-2025**

ELEMENT #1 CONSTRUCT ARFF/SRE BUILDING (Design)

1. This project includes the design associated with a new Aircraft Rescue and Firefighting (ARFF) and Snow Removal Equipment (SRE) storage building (approximately 80 feet by 80 feet). The included project sketch depicts the general layout for the project.
 - 1.1. The building shall be a pre-engineered metal building (PEMB).
 - 1.2. Project delivery will consist of:
 - 1.2.1. Design (this project)
 - 1.2.2. Competitive bidding (not in project)
 - 1.2.3. Award and Delegated Design for the PEMB (not in project)
 - 1.2.4. Construction Services (not in project)
 - 1.3. The building will be completed in accordance with the adopted building codes for Inyo County, California and based on guidance provided by FAA Advisory Circulars 150/5210-15A (Aircraft Rescue and Firefighting Station Building Design) and 150/5220-18A (Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials). It is anticipated that the building will be approximately 80 feet by 80 feet, and the final size will be confirmed based on a space allocation analysis performed as part of the design.
 - 1.4. The exterior of the building will consist of metal siding with minimal architectural aesthetic elements. Gutters and downspouts will be included in the design. Metal edging will be included around the exterior perimeter of the building. It is anticipated that at least two personnel doors and three large overhead doors with one bay being a drive through will be incorporated into the design. The building will be constructed within an existing asphalt-paved area, and new asphalt pavement will be constructed up to the exterior edge of the building. A designated drive aisle and hose connection for equipment cleaning on the exterior of the building will be included and options for hot water will be evaluated.
 - 1.5. The interior of the building will include interior metal paneling to a height of 8 feet to protect the building insulation and allow for easier facility cleaning. An in-slab trench drain connected to an exterior oil/water separator will be installed and connected to existing drainage. High bay lighting, electrical outlets, heater, and evaporative cooling will be installed in the equipment storage area. The concrete floor will consist of a troweled, smooth finish. Interior spaces will include a separately heated and cooled office, a single ADA restroom with shower, locker room for 8 (minimum) full gear cabinets, and a mechanical/storage room. The office, locker room and restroom will include finished sheet rock walls and commercial vinyl flooring. Options for evacuating vehicular exhaust will be analyzed.
 - 1.6. Architectural Consultant scope will be:
 - 1.6.1. Civil Engineering
 - 1.6.1.1. Site utilities
 - 1.6.1.2. Building pad

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 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 survey and geotechnical investigations.
2. 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 and State input.
3. 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.
4. 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, geotechnical investigation, and architectural design.
5. Prepare appropriate documents and assist the Sponsor with obtaining an Independent Fee Review based on the approved detailed Scope of Work.
6. 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.
7. 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.
8. Prepare Preliminary FAA Grant Application and submit to Sponsor for signature and submittal. 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
9. 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 and the State process.
10. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, State, 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, State, 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 State and FAA.
 - d. Perform the business aspects of the project.
 - e. Perform the grant administration for the project.
11. Prepare and Coordinate Subconsultant Agreements. Work includes coordinating on-site subconsultant tasks with the appropriate Sponsor representative.

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 requirements for the design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen in accordance with FAA AC 150/5320-6G. The Engineer will coordinate the subconsultant's work with Sponsor staff. An Engineer's representative will be on-site with the subconsultant for one (1) day during the investigation.

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. 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.
5. Analyze and process geotechnical investigation data. Develop design conclusions based on the data presented and establish critical information to be used in the building foundation design.
6. 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. 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.
2. Conduct final review of design documents.

IV. 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.

V. 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:

In-House Services

1. Prepare and submit a Categorical Exclusion (CatEx) package.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Create Sponsor's overall Goal Calculation for triennial DBE goals. This includes holding a Public consultation meeting with stakeholders. Researching the applicable market area broken into zip codes. Researching the current State DOT market area certified DBE listings of potential contractors' availability compared to the availability of all market area Contractors using US Census Data. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items (breaking down % of work items into NAICS Codes). Determine whether the goal should be race/gender neutral (RN), race/gender conscious (RC) or what % of each by consideration of available disparity studies conducted in the State and past project history to determine if obtained goal calculations should be adjusted or if need to establish specific steps and milestones to correct any identified issues to keep the Airport in compliance.
 - b. Assist the Sponsor in submitting these items to the FAA Civil Rights Office.
 - c. Assist the Sponsor with fiscal year DBE utilization reporting and in submitting these items to the FAA Civil Rights Connect Website.
 - d. Assist Sponsor in ensuring record compliance found in USDOT 49 CFR Part 26 requirements are met.
 - e. Update and maintain website link for Sponsor's Civil Rights Programs with DBE Goal Public Notice, and posting Triennial Goals.
 - f. Coordinate the Sponsor's DBE plan requirements and goals through design.
 - g. 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.
 - h. Monitor DBE usage and document final utilization.

Subconsultant Services

1. Topographical/Land survey
2. Geotechnical Investigation
3. Architectural (Civil, structural, MEP)



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-239

Report on Upcoming 2026 Mule Days Celebration Community Organization

NO ACTION REQUIRED

ITEM SUBMITTED BY

Bishop Mule Days

ITEM PRESENTED BY

Bishop Mule Days

RECOMMENDED ACTION:

Receive a report on plans for the upcoming 2026 Bishop Mule Days Celebration and other news related to the event and organization.

BACKGROUND / SUMMARY / JUSTIFICATION:

A representative of Bishop Mule Days will provide a report on plans for the upcoming 2026 Bishop Mule Days Celebration and other news related to the event.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter	Created/Initiated - 03/16/2026
Darcy Israel	Approved - 03/16/2026
John Vallejo	Approved - 03/16/2026
David Fraser	Final Approval - 03/20/2026

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-157

Agreement between the County of Inyo and the Drug Enforcement Administration (DEA)

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Stephanie Rennie, Sheriff

ITEM PRESENTED BY

CHRIS CONNOLLY

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and Drug Enforcement Administration of the United States Department of Justice (DOJ) for the provision of illicit cannabis eradication and suppression funding in an amount not to exceed \$15,000 for the period of October 1, 2025 through September 30, 2026, and authorize the Sheriff or designee to sign the relevant documentation.

BACKGROUND / SUMMARY / JUSTIFICATION:

The US Drug Enforcement Administration (DEA) is again offering local law enforcement agencies grants for cannabis eradication and suppression. In the past, these funds have been instrumental in financing the eradication of the illegal marijuana grows found in our local mountains. The 2026 grant award is \$15,000. The grant award will be used for flight time, equipment and overtime. The DEA grant will enhance the Inyo County Sheriff's offices ability to detect, identify and apprehend suspects involved in illicit cannabis cultivation. In keeping with prior years, the DEA will now be reimbursing Inyo County Sheriff once expenses have been incurred.

FISCAL IMPACT:

Funding Source	Grant Funded — U.S. Department of Justice Drug Enforcement Administration Domestic Cannabis Eradication Suppression Program (DEA DCESP)	Budget Unit	671507
Budgeted?	Yes	Object Code	4555
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

The DEA federal funding is paid in arrears once expenses have been incurred and approved by the DEA. The funding for this grant was approved as part of the FY 25-26 Board-approved budget. If the Board does not ratify this agreement, up to \$15,000 of expenditures will have to be reduced or be expensed to the General Fund.

Future Fiscal Year Impacts

N/A

Additional Information

The grant cycle crosses the County's fiscal year, October 1, 2025, through September 30, 2026. Any remaining balance as of June 30, 2026, will be included in next fiscal year's budget request. To date, \$2,768 has been reimbursed from the 2025 agreement.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Deny the grant and use existing county funds for cannabis enforcement. Staff does not recommend this action as General Funds are limited and other grant funding for cannabis suppression has not been identified.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Lauri Harner	Created/Initiated - 02/24/2026
Darcy Israel	Approved - 02/24/2026
Lauri Harner	Approved - 02/24/2026
Amy Shepherd	Approved - 03/02/2026
John Vallejo	Approved - 03/03/2026
Stephanie Rennie	Approved - 03/03/2026
David Fraser	Final Approval - 03/20/2026

ATTACHMENTS:

1. Letter of Agreement
2. Supporting Documents for Letter of Agreement



**U.S. Department of Justice
Drug Enforcement Administration**

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2026-20

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria are not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **INYO COUNTY SHERIFF'S OFFICE**, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the *State of California*. The parties hereto agree that it is to their mutual benefit to cooperate in the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or the courts of the *State of California*. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the **State of California**.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project. Temporarily suspended consistent with Presidential Action titled "Implementing the President's Department of Government Efficiency Initiative," issued on February 26, 2025.
 - f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2.** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking; and THE AGENCY will follow all applicable state law and guidelines.
 - i. **MANDATORY requirement for THE AGENCY to utilize the DCE/SP Platform to report all statistics and intelligence per incident once the platform is available to them. While waiting for access to the platform, THE AGENCY will report all statistics and intelligence per incident to their assigned DCE/SP contractor for submission**
 - j. Submit electronically a DEA Monthly Accounting Report, with a copy of **THE AGENCY's** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of \$2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form. The AGENCY is required to use the Overtime Tracker Spreadsheet to account for the overtime that is being reimbursed by the DEA. The DEA will only reimburse the amount that is calculated on the Overtime Tracker Spreadsheet.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with California law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.

3. Subject to the availability of funds, DEA will provide to **THE AGENCY** Federal funds in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the period of October 1, 2025 to September 30, 2026, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY's** presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication and suppression process, **(FY 2026 maximum reimbursable overtime reimbursement rate for the DCE/SP will be at \$22,155.25 which is 25 percent of a GS-12, Step 1 taken from the 2025 General Pay Scale, Rest of United States (RUS). The funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When DCE/SP funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, **to the Investigative Support Section (ODS)**. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to **THE AGENCY** may be used to purchase promotional items, gifts, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids or uniforms/protective gear if they are embroidered, embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized. None of the funds allocated to **THE AGENCY** may be used to purchase any item that would deem the DEA liable in case of failure, i.e., munitions or protective plates.

5. In compliance with Section 623 of Public Law 102-141 and the Federal Acquisition Regulation, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**'s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form. Accounting forms must be submitted within 30 days after end of month for the previous period.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA's payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erd.fac@census.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY26 (10/01/2025 through 09/30/2026)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.
13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.

15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees, contractors, or personnel shall not be considered as the agent of any other participating entity, including without limitation, the Drug Enforcement Administration, the Department of Justice or any other component of the United States (U.S.) government. Nothing herein is intended to waive or limit sovereign immunity arising from any legal authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** before the notice of termination. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. **THE AGENCY** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

Note: It is *THE AGENCY's* responsibility to update their SAM registration annually or whenever a change occurs.

Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.

THE AGENCY's current UEI is EU9KBPLKZ5K5.

THE AGENCY's opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on _____.

(INYO COUNTY SHERIFF'S OFFICE)

Printed Name & Signature: Stephanie J. Rennie

Title: Sheriff Date: _____

Agency, please submit signed LOA & associated paperwork to your DEA Regional Contractor

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge, San Francisco Field Division Date: _____

SAC, please submit signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

[2026/AFF-B-OP-OD/8210000/PERMID/JDCE/DEA-JLE/DCE/25205/OD009/xxxxxx](#)

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

Fiscal, please submit signed LOA & associated paperwork to your DEA Regional Contractor.



U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2025

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account: _____

Account Number: _____

Name of Bank/Financial Institution: _____

Address of Bank/Financial Institution: _____

Telephone Number of Bank/Financial Institution: _____

Contact Person of Bank/Financial Institution: _____

Bank/Financial Institution ABA Number: _____

State-Local Agency Name / LOA Number: _____

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications: _____

Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c) (11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c) (11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a) (3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Signature

Date

Agency name and LOA number:



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal

court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE,
Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice,
Office of Justice Programs, ATTN: Control Desk, 810 7th Street,
N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (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; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e),

and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Agency Name and Address:

2. LOA Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-229

Utility Easement to Southern California Edison (SCE) for Provision of Electrical Service to County-Leased Telecommunications Site County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

- A) Approve a Grant of Easement to Southern California Edison (SCE) to allow for installation, operation, and maintenance of electrical infrastructure at 1001 County Road, Big Pine, and authorize the Chairperson to sign all documents necessary to convey the easement; and
- B) Find this action to be exempt from CEQA under Section 15305 (Minor Alterations in Land Use Limitations) as it involves a negligible expansion of an existing use previously approved and provides a minor change to the easement route for utility purposes.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County has leased a 100-by-100-foot portion of the Animal Shelter property located at 1001 Big Pine Road to facilitate the placement of a 125-foot monopine telecommunications tower. The tower will be utilized by Verizon and T-Mobile, with space reserved for additional cellular providers to improve regional service and network redundancy.

As part of the lease process—along with the associated building permit approvals and Conditional Use Permit approvals—the approved site plan depicted a proposed utility easement located south of the existing pump house to serve the communications facility. However, Southern California Edison (SCE) has requested to instead provide service using existing utility poles and an existing utility corridor situated slightly north of the pump house. This alternative route minimizes new ground disturbance and relies on existing infrastructure, and is almost entirely within the fall radius of the tower, so will not be impacting future potential development of the property. Exhibits showing SCE's existing and proposed easement alignment are attached.

Approval of this easement will allow SCE to bring electrical service to the leased telecommunications site, ensuring reliable power for future communications equipment and future development at that site. The new easement site has been evaluated by Inyo County Public Works, Inyo County Planning, Inyo County Building and Safety, and Inyo County Administration and is found to be in an acceptable location that will not impact future plans for the larger parcel.

FISCAL IMPACT:

Funding Source	N/A - there is no financial impact with the approval of this easement.	Budget Unit	
Budgeted?	N/A	Object Code	
Recurrence	N/A	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

The telecommunications firm that is constructing the cell tower paid \$7,500 to the County upon the exercise of their option to license. These funds have been deposited into the CAO-ACO Budget for future consideration of the Board on any future projects that will occur on this property.

Future Fiscal Year Impacts

Once operable, the telecommunications firm constructing the cell tower will provide the County an initial capital contribution of \$30,000, a monthly license payment of \$1,750 for a single cellular provider, and 20% revenue share for any additional cellular providers using the tower. This contribution will increase at a rate of 2% per year over the length of the lease. Again, these funds will be deposited into the CAO-ACO Budget for future consideration of projects located on this property.

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

The Board could decide not to approve the easement. This would prevent SCE from installing power infrastructure, leaving the proposed cell tower project without access to power or forcing the utility provider to find a new path for utilities, requiring a different easement.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Highest and Best Use of Property

APPROVALS:

Meaghan McCamman	Created/Initiated - 03/09/2026
Darcy Israel	Approved - 03/10/2026
Cathreen Richards	Approved - 03/10/2026
Amy Shepherd	Approved - 03/16/2026
Keri Oney	Approved - 03/16/2026
Stacey Simon	Approved - 03/16/2026
Meaghan McCamman	Approved - 03/17/2026
John Vallejo	Approved - 03/17/2026
David Fraser	Final Approval - 03/20/2026

ATTACHMENTS:

1. SCE Easement for Approval
2. Original Easement Location
3. New Easement Location

4. Fully Executed Final Lease Agreement 2.25.25



RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY

3 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.
**GRANT OF
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u> <u>VALUE AND CONSIDERATION LESS THAN \$100.00).</u>		DISTRICT Bishop	SERVICE ORDER TD2392346	SERIAL NO.	MAP SIZE
SCE Company		FIM 668-2202-2	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 018-090-01	REAL PROPERTIES	SLS/BT	02/14/2026

COUNTY OF INYO (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, along and across that certain real property in the County of Inyo, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE) (UNDERGROUND SYSTEMS)

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18;

THENCE SOUTH 51°15'58" EAST 478.76 FEET TO THE NORTHWEST CORNER OF THAT PORTION OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, DESCRIBED AS "*LEASE AREA*" IN EXHIBIT A OF THE MEMORANDUM OF LICENSE, RECORDED ON JANUARY 30, 2026 AS DOCUMENT NO. 20260000171, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE NORTHERLY LINE OF SAID "*LEASE AREA*", EAST 100.00 FEET TO THE NORTHEAST CORNER OF SAID "*LEASE AREA*";

THENCE ALONG THE EASTERLY LINE OF SAID "*LEASE AREA*", SOUTH 34.45 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID EASTERLY LINE, EAST 5.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING EAST 10.50 FEET TO THE **POINT OF TERMINUS**.

STRIP #2 (6.00 FEET WIDE) (UNDERGROUND SYSTEMS)

BEGINNING AT SAID POINT "A";

THENCE SOUTH 6.10 FEET;

THENCE WEST 11.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #3 (6.00 FEET WIDE) (UNDERGROUND SYSTEMS)

BEGINNING AT SAID POINT "A";

THENCE NORTH 36.14 FEET;

THENCE EAST 18.90 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING EAST 5.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #2 DESCRIBED HEREINABOVE.

STRIP #4 (10.00 FEET WIDE) (OVERHEAD SYSTEMS)

BEGINNING AT SAID POINT "B";

THENCE EAST 105.00 FEET TO THE **POINT OF TERMINUS**.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

To the extent that Grantee, in the exercise of its discretion, determines that this easement is no longer needed, then upon written request, Grantee shall execute a quitclaim deed on a mutually acceptable form at no cost to Grantor.

EXECUTED this ____ day of _____, 20 ____.

GRANTOR

COUNTY OF INYO

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, 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)

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, 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.

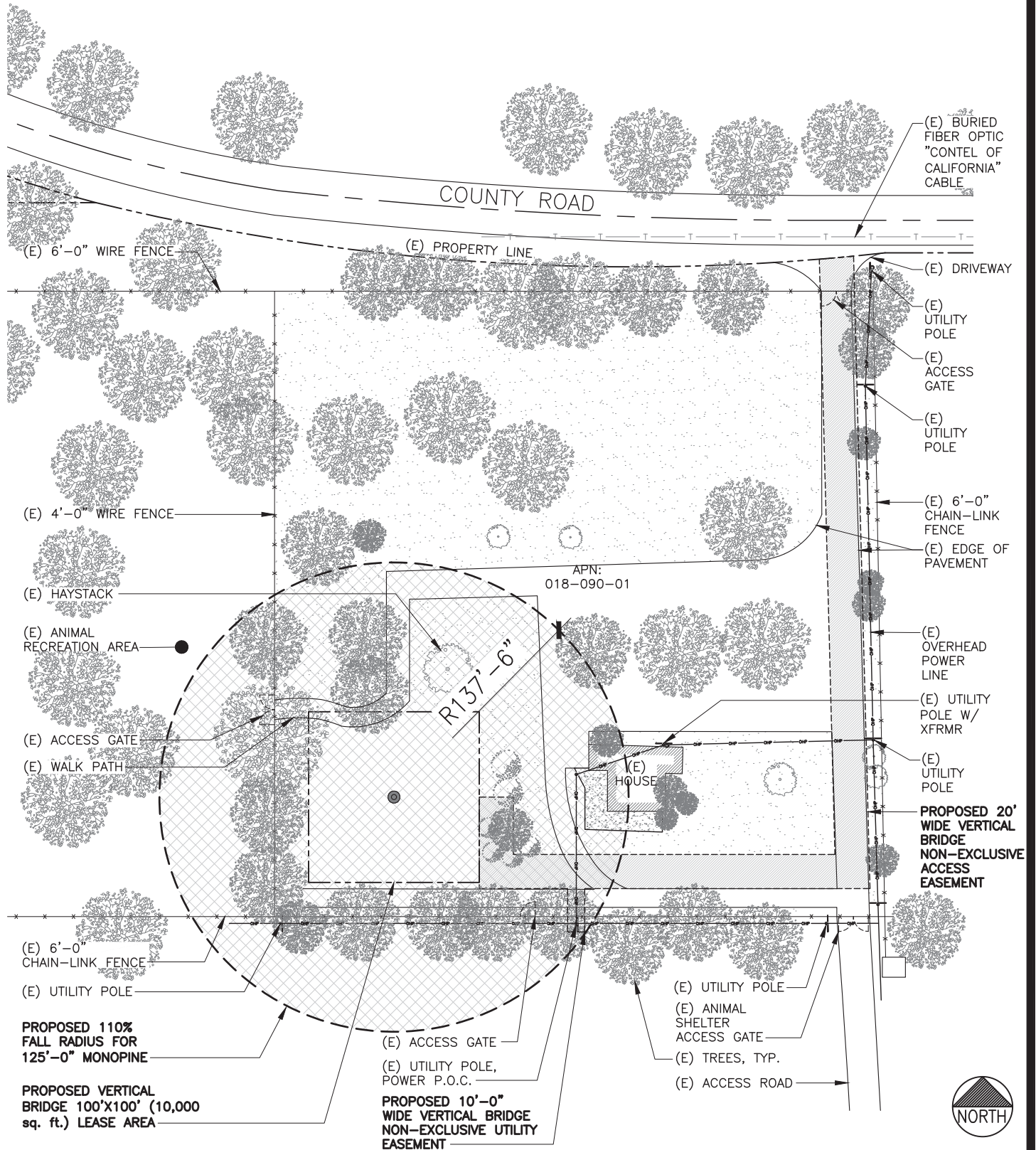
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTE:
THE PROPERTY LINES SHOWN
HAVE BEEN DRAWN WITHOUT THE
BENEFIT OF A SURVEY.

LEASE EXHIBIT



REV	DATE
A	11/26/24

AD
ASSURANCE DEVELOPMENT
1499 HUNTINGTON DR. | SUITE 305
SOUTH PASADENA, CA | 91030
626.765.5079

verticalbridge
750 PARK OF COMMERCE DR.
SUITE 200 | BOCA RATON, FL | 33487
561.948.6367

LEASE EXHIBIT
US-CA-5368
BIG PINE
1001 COUNTY ROAD
BIG PINE, CA 93513

DATE: 11/26/24
SCALE: NTS
SHEET:
LE-2



COUNTY ROAD

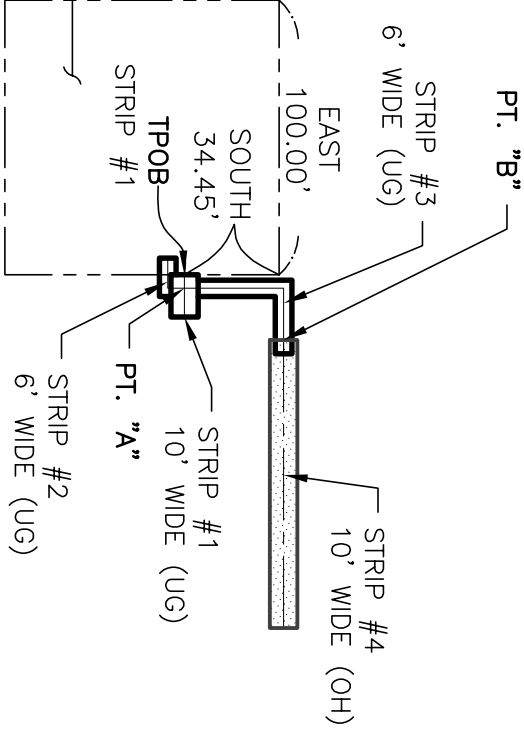
NW CORNER OF NW 1/4 OF
NW 1/4 OF SEC. 18/
POC STRIP #1

S57°15'58"E

478.76'

NW 1/4 OF NW 1/4 OF
SEC. 18, T9S, R34E, M.D.B.&M.

APN: 018-090-01



DESCRIBED IN EXHIBIT A OF
THE MEMORANDUM OF LICENSE
REC. 01/30/2026
DOC. #20260000171, O.R.

SCE EASEMENT	
802535277	TD2392346
SLS/BT	02/14/2026

**OPTION AND LICENSE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND VB BTS III, LLC,
FOR THE USE OF COUNTY PROPERTY AS A TELECOMMUNICATIONS SITE**

The parties to this Agreement are the County of Inyo, a political subdivision of the State of California ("**County**" or "**Licensor**") and VB BTS III, LLC, a Delaware limited liability company ("**Licensee**"). County and Licensee are collectively referred to as "the Parties." This License and Agreement shall be deemed entered into as of the date provided in paragraph 2 ("the **Effective Date**").

Recitals

- A. The County owns certain real property located at 1001 County Road, Big Pine, California, Inyo County, State of California, Assessor's Parcel No. 018-090-01, as more fully described in Attachment A, attached hereto and made a part hereof (" the **Property**").
- B. The County is willing to grant to Licensee a conditional ten (10) year license, renewable at Licensee's option, for up to six (6) additional five (5)-year terms, for use of a portion of the Property and for access thereto, ("the **Licensed Premises**"), on the terms and conditions set forth in this License and Agreement and contingent up receipt of any and all necessary planning/land use approvals (the "**Planning Approvals**") and associated compliance with the California Environmental Quality Act (CEQA). The Licensed Premises is further described in Attachment B, attached hereto and made a part hereof.
- C. Before entering into this License and Agreement, the County complied with the licensing procedures set forth in Government Code section 25537(a), including the publishing and posting of a call for bids and the acceptance of the highest bid received in response thereto.

Agreement and License

On the basis of the mutual covenants, conditions and understanding set forth in this License and Agreement, together with its Recitals, the Parties agree as follows:

1. OPTION TO LICENSE.

As of the Effective Date, Licensor grants to Licensee the exclusive option to license the Premises (the "**Option**") during the Option Period (defined below). During the Option Period and Term (defined below), Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"). Prior to entering the Property in accordance with this paragraph, Licensee shall provide a minimum of seven (7) calendar days' written notice (via email) to the County Administrative Officer. The CAO shall respond to the notice in writing within four (4) calendar days of its receipt to confirm whether the entry is approved or approved subject to conditions. If

no approval or other response is provided within five (5) calendar days, then it shall be presumed that entry is approved.

Licensee shall further be able to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Licensee (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Licensee's permitted use under this Agreement, all at Licensee's expense. Licensee shall be authorized to apply for the Government Approvals on behalf of itself, and/or Licensor where required, and Licensor agrees to reasonably cooperate with such applications. Licensee will not be liable to Licensor or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's Tests. Licensee will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Licensee excepted. In addition, Licensee shall indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or claims arising directly out of Licensee's Tests.

In consideration of Licensor granting Licensee the Option, Licensee agrees to pay Licensor the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) within thirty (30) days after the full execution of this Agreement. The Option Period will be for a term of three (3) years from the Effective Date (the "**Option Period**").

Licensee may exercise the Option at any time during the Option Period by delivery of written notice to Licensor (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below), which shall begin the first calendar day of the month following the delivery of the written Notice of Exercise of Option. If Licensee does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

During the Option Period or the Term, Licensor shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Licensee for its permitted uses hereunder.

2. GRANT OF LICENSE.

- A. Subject to and contingent upon completion of the contingencies set forth in sub-paragraph B below, County hereby grants Licensee an exclusive and irrevocable license to enter, install equipment on, and use the Licensed Premises, as further described in subdivisions

C and D and in Attachment B of this Agreement, for a period of ten (10) years from the Commencement Date.

B. The grant of this License (and the payment of License Fees as set forth in paragraph 3) is expressly contingent upon the following conditions being satisfied:

- i. Discretionary Planning Approvals. Licensee must apply for and receive any and all applicable Planning Approvals from the County for the proposed use including, but not limited to, a Conditional Use Permit, and shall comply with all permit conditions and conditions of approval throughout the term of the License. Licensee must submit completed application(s) for the Planning Approvals within 90 days of execution of this Agreement, unless that deadline is extended in writing by the County Administrative Officer (the "CAO"). Licensee understands that grant of the Planning Approvals is within the County's sole discretion and that such Approvals may be granted in whole or in part, with conditions or modifications, or that they may be denied.
- ii. Compliance with CEQA. The County's consideration and possible grant of the Planning Approvals requires compliance with CEQA. Such compliance will occur prior to consideration of the Planning Approvals by the County's decision-making body and shall be in accordance with the County's standard CEQA processing requirements and all applicable law. Upon receipt of completed application(s) for the Planning Approvals, County will process the applications, including conducting required review, and make a determination as to whether to approve, conditionally approve, or deny the proposed uses in good faith and within a reasonable period of time.

C. Communications Tower Facility and Utilities:

- i. Upon satisfaction of the above contingencies and issuance of written confirmation thereof by County, within one year of execution of this Agreement, Licensee shall erect on the Licensed Premises a wireless communications tower, fiber optic cable and fiber access points (vaults) which support connectivity to the communications tower, and other facilities at the Property, and other improvements as detailed in the Planning Approvals (collectively the "**Communications Tower Facility**") on the Licensed Premises. Thereafter, Licensee shall install (or provide by sub-license for the installation of) wireless communication systems to transmit and receive communications signals to and from the Communications Tower Facility. The Communications Tower Facility shall be capable of providing space for at least three (3) major cellular communications providers (e.g. AT&T, Verizon, T-Mobile), and Licensee shall offer said space to the cellular communications providers at competitive market rates. Additionally, through those major cellular communications providers, the Communications Tower Facility shall provide modern cellular phone and

data service to at least the areas of Big Pine and Wilkerson, including the stretch of Highway 395 between these two communities.

- ii. Licensee may also construct buildings or cabinets on the Licensed Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, and may run columns, supports and foundations from the air space to, on and into the land below, for the support of the building(s) that Licensee or its sub-licensee erects for its use and as authorized herein and as more particularly described in the Planning Approvals.
- iii. The buildings or cabinets and the base of the tower will be fenced for security at Licensee's expense. The fence type shall be as set forth in the Planning Approvals. Said installations and uses shall be effected with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon.
- iv. Licensee understands and agrees that it is their obligation to bring all necessary utilities to the Property and create their own separate metered accounts. Any such utility service caused to be brought to the Property by Licensee shall be made available to Licensor to connect to for its other uses on the Property on Licensor's own separate metered account(s).
- v. All improvements made to the Property and Licensed Premises by Licensee shall be referred to as the "**Licensee Facilities.**" Said installation of Licensee Facilities and uses shall begin with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon

D. The Licensed Premises includes:

- i. A non-exclusive, unimpaired right to access the Communications Tower Facility from public roads, on foot or motor vehicle, as shown on Attachment B, for twenty-four (24) hours per day, seven days per week over and across Licensor's Property from an adjacent public right-of-way for the purpose of providing Licensee and/or its sub-licensee/contractor with a right to cross, and means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Licensed Premises to install, maintain, repair, operate, service, replace and remove the Communications Tower Facility and associated equipment and buildings, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Licensee's Facilities and equipment on the Licensed Premises.
- ii. A non-exclusive, unimpaired right to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, conduits, and pipes,

so as to provide utilities to the Communications Tower Facility (the “**Utility Access**”). Such utilities shall be installed and maintained in accordance with the County’s Land Development Regulations and with all planning/land use permit conditions and mitigation measures, which may include an additional or amended site plan.

- E. Access to Premises after Commencement Date and Construction of Perimeter Fencing: Upon completion of a perimeter fence and creation of access to the License Area that is separate from the County’s access to the site, Licensee may authorize its sub-licensees/contractors, as necessary, and any utility providers, for the purpose of providing electric, telephone and other utilities to the Licensed Premises, to enter the Licensed Premises to install, maintain, repair, operate, service, and replace such utilities. No utilities may be removed without prior County approval.
- F. Licensor warrants that it has title to the Licensed Premises, and no other person or corporation has the right to license the same location as is being offered through this Agreement for the term and the renewals thereof granted by this Agreement.
- G. During the Option Period and the Term, Licensor, its successors and assigns, will not grant any ground license, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Licensor: (a) for any of the uses contemplated in Section 2 herein; or (b) if such license, license, or easement would detrimentally impact the Communications Facilities or Licensee’s economic opportunities at the Premises, or the use thereof. Licensor shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Licensor adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Licensee which directly compete or otherwise interfere with Licensee’s site, without prior approval. Licensor and Licensee intend by this Agreement for Licensee (and persons deriving rights by, through, or under Licensee) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Licensor agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Licensor, not injurious to the public interest, and shall be specifically enforceable by Licensee (and persons deriving rights by, through or under Licensee) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Licensor.
- H. Licensee accepts the Licensed Premises in "as is" condition and understands that County has made no representation or guarantee to it that the Licensed Premises is suitable or desirable for the installation of a wireless communications tower; in this regard Licensee acknowledges it has had an opportunity to inspect the Licensed Premises to determine its suitability for this purpose.

- I. Notwithstanding the foregoing or any other provision of this Agreement, the parties agree that the County is not an insurer and provides no guarantees or assurances of any kind regarding the safety or security of the Property or the Licensed Premises, nor is it hereby undertaking any obligation to provide security services related to Licensees equipment or operations. Rather, Licensee assumes the risk of loss from any alleged lack of security related to the Property, the Licensed Premises, or its equipment and operations, except for loss caused by the County's willful misconduct.

3. TERM

This Agreement shall be deemed effective on the date it is executed by both parties (the "**Effective Date**") and shall terminate (unless otherwise provided) either upon termination of the License granted pursuant to paragraph I, including any successive renewal terms, upon nonsatisfaction of any or all of the contingencies set forth in subparagraph 1.B, within the time periods provided, or as they may be extended in writing by County. If the contingencies set forth in subparagraph 1.B. are satisfied, then the term of the License shall be ten (10) years ("**Initial Term**") commencing on the Commencement Date, unless otherwise terminated as provided herein. Licensee shall have the right to renew the License for six (6) successive five (5) year periods (the "**Renewal Terms**"), on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the License term or renewal. The Initial Term and any Renewal Terms shall collectively be referred to as the "**Term**".

4. CONSIDERATION

- A. License Fee. In consideration of the valuable rights provided herein, beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("Rent Commencement Date"), Licensee shall pay to Licensor a monthly rent payment of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) ("Rent") at the address set forth below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Licensee to Licensor within thirty (30) days after the Rent Commencement Date. All payments shall be by check made payable to "County of Inyo" and delivered at the following address:

County Administrator
P.O. Drawer N
Independence, CA 93526

- B. Rent Escalation. The Rent shall increase by two percent (2%) annually on each anniversary of the Rent Commencement Date.
- C. Revenue Share. Beginning with the second (2nd) broadband carrier, Licensee agrees to pay Licensor twenty percent (20%) of the second (2nd) and each subsequent additional broadband carrier's monthly sublease or license fee ("Sublicense Fee") as additional Rent

(individually, or together if applicable, a "Revenue Share Fee"), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that such additional broadband carrier(s) commences payments to Licensee of such carrier's Sublicense Fee under its respective sublicense(s). The Revenue Share Fee shall only be due and payable in the event there are two (2) or more broadband carriers. If at any time subsequent to the addition of a second (2nd) broadband carrier the number of broadband carriers is reduced to one (1) broadband carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Licensee to Licensor hereunder during the term of such broadband carriers' sublicense agreements for so long as such broadband carriers are actually paying to Licensee the requisite Sublicense Fee set forth therein. For purposes of this Agreement, Sublicense Fee shall be all rent actually collected from any sublicense that Licensee enters into with any subtenant or licensee including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such sublicenses or licenses to Licensee for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from sublicensees or licenses to Licensee for services performed on behalf of such sublicensees or licensees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting.

- D. Capital Contribution. Licensee will pay to Licensor a one-time capital contribution payment of Thirty Thousand Dollars (\$30,000) within thirty (30) days after the Rent Commencement Date.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Licensee to provide the services and work described in this Agreement must be procured by Licensee with due diligence and be valid at the time Licensee engages in any such services and work under this License and Agreement. Further, during the Term of this License and Agreement, Licensee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Licensee at no expense to the County. Licensee will provide the County, on or before the execution of this License and Agreement, with evidence of the current and valid licenses, certificates, and permits which are required to provide the services described in this License and Agreement; in the event of a dispute, the County reserves the right to reasonably determine whether a particular license or permit is required to provide such services.

6. OWNERSHIP OF IMPROVEMENTS

During the term of this license, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Licensee. Upon the termination of the Licensee's tenancy, said structures, improvements, facilities, or alterations, other than

machines, equipment; trade fixtures, and similar installations of a type commonly removed without structural damage to the Property, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in Licensor, unless Licensor requests Licensee to remove some or all of said structures, improvements, facilities, or alterations, in which case Licensee shall promptly remove said items at Licensee's sole cost and expense. In the event the removal of any fixture damages any part of the Property, Licensee shall repair such damage and restore the Property to as good condition as the same was in prior to said damage, reasonable wear and tear excepted. Notwithstanding any provision of this Agreement, Licensee shall not be required to remove any underground structures or improvements, including without limitation, footings and/or foundations.

7. INSURANCE

Licensee shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by Licensor's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by Licensee, its agents, representatives, employees, or subcontractor as set forth in Attachment F.

8. LIENS

During the term of this lease, the fee interest in the real property underlying the Licensed Premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Licensee shall keep any Licensor-owned improvements on the Licensed Premises free and clear of any liens or other encumbrances. By way of specification without limitation, Licensee shall keep the Licensed Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee, and shall indemnify, hold harmless, and defend Licensor from any liens and encumbrances arising out of any work performance or materials furnished by or at the request of Licensee. In the event that Licensee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Licensor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Licensee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Lessor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Licensee to Licensor on demand. Nothing in this Section shall be construed to limit any rights of Licensee to use its leasehold interest as security for any loans to the extent that such use is permitted under this Agreement. Nothing In this section shall be construed to place any obligations upon Licensee with respect to liens, loans, or mortgages placed upon the Licensed Premises by Licensor.

9. INDEPENDENT CONTRACTOR STATUS

- A. All acts of Licensee, its agents, officers and employees, relating to the performance of this License and Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the County. Licensee by virtue of this License and Agreement has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth on this License and Agreement. No agent, officer, or employee of the County is to be considered an employee of Licensee. It is understood by both Licensee and Licensor that this License and Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:
- i. Licensee shall determine the method, details, and means of performing its activities under this License and Agreement. Licensee shall be responsible to Licensor only for the requirements and results specified in this License and Agreement, and except as expressly provided in this License and Agreement, shall not be subject to the Licensor's control with respect to the physical action or activities of Licensee in fulfillment of this License and Agreement.
 - ii. Licensee, its agents, officers and employees are, and at all times during the term of this License and Agreement shall represent and conduct themselves as independent contractors and not as employees of Licensor.

10. DEFENSE, INDEMNIFICATION, AND WAIVERS

- A. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "Indemnified Persons") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "Losses") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. This paragraph shall survive any termination of this License and Agreement.
- B. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

11. NONDISCRIMINATION

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

12. ACTS OF NATURE, IMPOSSIBILITY, OR IMPRACTICABILITY

In the event of destruction of any or all of the improvements located on the Property by fire or other acts of Nature, neither of the parties hereto shall be obligated to rebuild said improvements, and if due to any such event Licensee's operations are materially interrupted, Licensee and Licensor shall each have the right to terminate this License and Agreement upon written notice to the other party.

13. REPORTING

Licensee shall supply the CAO, upon request, with a report regarding the status of its operations and activities under this License and Agreement.

14. TAXES AND ASSESSMENTS

Licensee agrees to pay all taxes and assessments (if any) lawfully imposed on Licensee by any governmental agency with respect to Licensee's activities under this Agreement, including but not limited to taxes or assessments imposed against Licensee's property, inventory, equipment, activities, or employee wages. In that regard, **Licensee is hereby advised pursuant to California Revenue and Taxation Code section 107.6 that this License and Agreement may create a possessory interest subject to property taxation, and that, if such an interest is created, Licensee shall be liable for all taxes assessed on that interest.** The provisions of this paragraph shall survive any termination of this License and Agreement.

15. SUB-LICENSING; ASSIGNMENT; SURRENDER OF PROPERTY

A. Sub-License. Licensee may sub-license the Licensed Premises, without the prior written consent of Licensor, provided that any Sub-licensee is made subject to applicable terms and conditions of this Agreement, including but not limited to the Insurance standards set forth in paragraph 6. This shall include sub-licensing to others the right to transmit and receive communications signals by way of equipment on or attached to the Tower and/or the right to add or install equipment and/or buildings on the Licensed Premises, together

with rights of ingress and egress. No sub-license shall relieve the Licensee of its obligations pursuant to this License and Agreement.

- B. Assignment by Licensee. Licensee may transfer or assign this Agreement to Licensee's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Licensee's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Licensor's consent (a "Permitted Assignment"). As to transfers or assignments which do not constitute a Permitted Assignment, Licensee may assign or otherwise transfer this Agreement to any entity of equal or greater financial strength, upon prior written consent of Licensor. Upon assignment, Licensee shall be relieved of all liabilities and obligations hereunder and Licensor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Licensor's right to consent or not to consent to any transfer is a continuing right in favor of Licensor and cannot be extinguished by Licensor's consent or non-consent on one or more occasion. Licensor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 19. Licensor may subdivide the Property without Licensee's prior written consent provided the resulting parcels from such subdivision are required to afford Licensee the protections set forth in Section 1(H) hereof.
- C. Surrender. At the expiration of the Term or sooner termination of this Agreement, Licensee shall peaceably and quietly quit and surrender the Licensed Premises to Licensor or its agent or designee in as good order, condition and state of repairs as received by Licensee, reasonable wear and damage by the elements excepted and shall remove any Licensee Facilities as expressly requested by Licensor. If Licensee fails to comply with this provision the Licensor may, at its option, cause the removal of any said improvements and the restoration of the Licensed Premises and bill Licensee for the full cost. Any equipment, fixtures, and other property, including the Licensee Facilities, belonging to Licensee and remaining on the Licensed Premises ninety (90) calendar days after termination of this License and Agreement shall become the property of Licensor and may, at Licensor's option, be removed or otherwise disposed of without any liability to Licensee. This paragraph shall survive any termination of this Agreement.

16. TERMINATION FOR CAUSE - DEFAULT OR BY ORDER OF STATE

- A. Should either party neglect or fail to perform in the manner specified any of the duties and obligations imposed on it via this License and Agreement the non-defaulting party may declare the defaulting party in default. In that event, the non-defaulting party shall notify the defaulting party in writing of the default and therein demand that such party cure the default. Should the defaulting party fail to cure the default within thirty (30) days of the date of the delivery of the notification, the defaulting party may forthwith terminate this License and Agreement. In the event the defaulting party is diligently working to cure such default, then the thirty (30) day period may be extended, by agreement of the parties, for that amount as time as is necessary to cure the default through such diligent efforts.

- B. A waiver of any default by one party shall not be deemed a waiver of any subsequent default, and the waiver of any provision in this License and Agreement shall not be deemed an ongoing or subsequent waiver of that provision.
- C. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Licensor elects to terminate this Agreement due to a default by Licensee (which remains uncured by Lender), Licensor shall continue to honor all sublease and license commitments made by Licensee through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered to the parties by facsimile transmission, by personal service, by express mail, or by first class mail, postage prepaid, at the addresses stated below:

Inyo County

County Administration Office
PO Drawer N
Independence, CA 93526

Licensee

VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: VP Asset Management

With a copy to: General Counsel to the same address.

Lender

Barclays Bank PLC,
as Administrative Agent
745 Seventh Avenue, 5th Floor
New York, NY 10019
Attn: Karen Ngai

The Parties may, by notice as provided above, designate a different address to which notice will be given.

18. ADDITIONAL TERMINATION RIGHT

If at any time during the Term, Licensee determines, in Licensee's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Licensee's intended use and/or purposes, Licensee shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Licensor.

19. [Intentionally Deleted.]

20. LENDER'S RIGHTS

A. Licensors agree to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises so long as Licensee is not in default hereunder. Licensors agree to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Licensors recognition agreements, to further memorialize the foregoing, and further agrees to use Licensors's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

B. Licensors consent to the granting by Licensee of a lien and security interest in Licensee's interest in this Agreement and/or leasehold estate of the Premises and all of Licensee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Licensors agree to recognize Lender as Licensee hereunder upon any such exercise by Lender of its rights of foreclosure.

C. Licensors hereby agree to give Lender written notice of any breach or default of Licensee of the terms of this Agreement concurrently with the notice provided to the Licensee. Licensors further agree that no default under this Agreement by Licensee shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Licensee, to cure or correct any such default.

D. Licensors acknowledge that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Licensee under this Agreement.

E. Licensee shall have the right from time to time to mortgage or otherwise encumber Licensee's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Licensee shall so mortgage (each a "Licensee Mortgage") Licensee's interest in this Agreement and/or leasehold interest in the Premises to Lender, Licensee or Lender shall give Licensors prompt notice of such Licensee Mortgage and furnish Licensors with a complete and correct copy of such Licensee Mortgage, certified as such by Licensee or Lender, together with the name and address of Lender if it is different from the information set forth in Section 17 hereof. The term "Lender" as used in this Agreement shall mean the lender identified in Section 17 hereof and its successors, assigns, designees or nominees.

F. This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound

by any modification or amendment of this Agreement made subsequent to the date of a Licensee Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

G. Licensor shall, within ten (10) days of the request of Licensee or any Lender or prospective Lender, provide an estoppel certificate provided by the Licensee or Lender and approved as to form by Licensor as to any matters reasonably requested by Licensee or Lender.

22. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. SEVERABILITY

Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Inyo.

25. REPRESENTATION BY COUNSEL

The parties each acknowledge that this Agreement is executed voluntarily and without duress or undue influence on the part of the other party. They further acknowledge that they have knowingly participated in the negotiation and preparation of this Agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Therefore, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

26. COUNTERPARTS

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

27. MEMORANDUMS

A short-form Memorandum of Option to License (and a short-form Memorandum of License in the event Licensee exercises its option to license the Premises) may be recorded at Licensor's or Licensee's option in the form as depicted in Exhibit 3 and Exhibit 4, respectively, attached hereto. In addition, Licensee's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Licensee.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS of the foregoing provisions the parties have signed this Agreement below through their authorized representatives:

LICENSOR:

COUNTY OF INYO

a political subdivision of the State of California

By: *Nathan Greenberg*
Name: NATHAN GREENBERG
Title: COUNTY ADMINISTRATIVE OFFICER
Date: 1/7/2025

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

State of California
County of Inyo

On January 07, 20 25 before me, Keri Oney, Notary
Nathan Greenberg
(insert name and title of the officer) personally appeared Nathan Greenberg
(name of signatory), 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 *Keri Oney* (Seal)




[Licensee signature page to Option and License Agreement]

LICENSEE:

VB BTS III, LLC

a Delaware limited liability company

By: 
 Name: Randy Wilson
 Title: Vice President Development
 Date: 2/25/2025

STATE OF FLORIDA

Leasing Ops ^{DS} 29

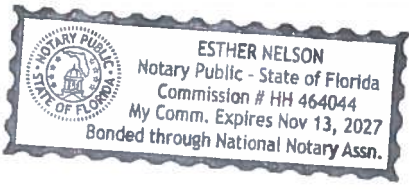
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of February, 2025, by Randy Wilson (name), VP Dev. (title) of VB BTS III, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.


Notary Public

Printed Name: Esther Nelson

My Commission Expires:
11/13/2027



ATTACHMENT A

**LICENSE AND AGREEMENT BETWEEN INYO COUNTY
AND VB BTS III, LLC, FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF INYO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34
EAST, MOUNT DIABLO MERIDIAN.

PARCEL ID: 018-090-01-00

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO COUNTY OF INYO IN DEED FROM FREDERICK
CONN AND CARRIE M. CONN, HIS WIFE, AND EDWARD TRUDO DATED FEBRUARY 28, 1905 AND RECORDED
FEBRUARY 28, 1905 IN INSTRUMENT NO. 1905-0000.

Parcel ID: **018-090-01-00**

Property Commonly Known as: **1001 County Road, CA 93513**

ATTACHMENT B

**LICENSE AND AGREEMENT BETWEEN INYO COUNTY
AND VB BTS III, LLC,
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

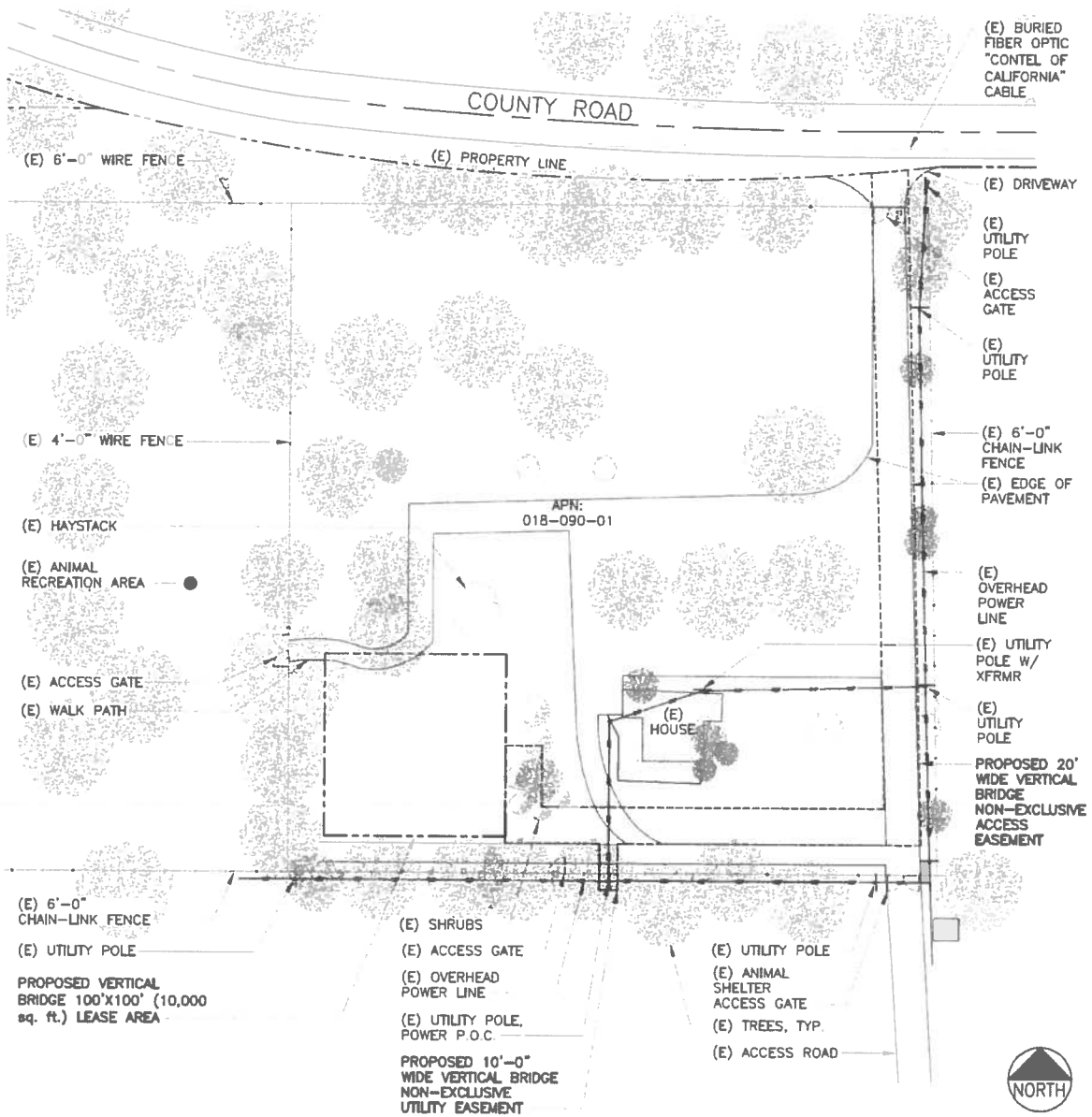
(To be updated upon completion of a final survey.)

A square area of [DESCRIPTION]

Access shall be taken along [DESCRIPTION]. Licensee's facilities shall be completely enclosed with fencing such that there shall be no access between the licensed area and the remaining property.

See following pages for a drawing of the location.





ATTACHMENT C

**LICENSE AND AGREEMENT BETWEEN
INYO COUNTY AND VB BTS III, LLC,
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

LICENSE FEE SUMMARY

Schedule A:

Initial capital contribution: \$30,000

Initial Monthly Land License Payment with Single Carrier: \$1750

Revenue Sharing Per Additional Carrier: 20%

Percentage Increase Every Year: 2.00%

ATTACHMENT D

Memorandum of Option to License

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

Site Name: US-CA-5368

Site Number: Big Pine

Commitment #: _____

MEMORANDUM OF OPTION TO LICENSE

This Memorandum of Option to License ("**Memorandum**") evidences an Option and License Agreement (the "**Agreement**") between County of Inyo, a political subdivision of the State of California ("**County**" or "**Licensor**") and VB BTS III, LLC, a Delaware limited liability company ("**Licensee**"), dated February 25th, 2025 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Agreement, Licensor has granted Licensee an exclusive option to license the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of three (3) years from the Effective Date.

Licensor ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall license to Licensee the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the license by Licensor to Licensee of the Premises for an initial term of ten (10) years with six (6) renewal option(s) of an additional five (5) years each, and further provides:

1. Licensor may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Licensee has a right of first refusal to acquire the Premises or the Property from Licensor;
3. Under certain circumstances, Licensor may not subdivide the Property without Licensee's prior written consent; and

4. The Agreement restricts Licensor's ability to utilize, or allow the utilization of the Property or real property owned by Licensor which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LICENSE effective as of the date last signed by a party hereto.

LICENSOR:

COUNTY OF INYO

a political subdivision of the State of California

By: *Nathan Greenberg*
Name: NATHAN GREENBERG
Title: COUNTY ADMINISTRATIVE OFFICER
Date: 1/7/2025

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

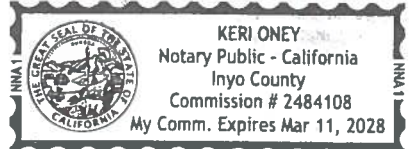
State of California
County of Inyo

On January 07, 20 25 before me, Keri Oney, Notary
(insert name and title of the officer) personally appeared Nathan Greenberg
(name of signatory), 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 *Keri Oney* (Seal)




[Licensee signature page to Memorandum of Option to License]

LICENSEE:

VB BTS III, LLC

a Delaware limited liability company

By: 
 Name: Randy Wilson
 Title: Vice President Development
 Date: 2/25/2025

STATE OF FLORIDA

Leasing Ops DS
29

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of February, 2025, by
Randy Wilson (name), VP Dev. (title)
 of VB BTS III, LLC, a Delaware limited liability company, on behalf of the company, who is personally
 known to me.


 Notary Public

Printed Name: Esther Nelson

My Commission Expires:
11/13/2027

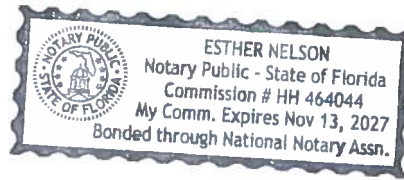


EXHIBIT A
(TO MEMORANDUM OF OPTION TO LICENSE)

The Property

(may be updated by Licensee upon receipt of final legal description from title)

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF INYO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN.

PARCEL ID: 018-090-01-00

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO COUNTY OF INYO IN DEED FROM FREDERICK CONN AND CARRIE M. CONN, HIS WIFE, AND EDWARD TRUDO DATED FEBRUARY 28, 1905 AND RECORDED FEBRUARY 28, 1905 IN INSTRUMENT NO. 1905-0000.

Parcel ID: **018-090-01-00**

Property Commonly Known as: **1001 County Road, CA 93513**

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Licensor and Licensee for Licensee (and Licensee's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

ATTACHMENT E

Memorandum of License

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

Site Name: US-CA-5368

Site Number: Big Pine

Commitment #: _____

MEMORANDUM OF LICENSE

This Memorandum of License (this "**Memorandum**") evidences a License Agreement (the "**License**") between County of Inyo, a political subdivision of the State of California ("**County**" or "**Licensor**") and VB BTS III, LLC, a Delaware limited liability company ("**Licensee**"), dated the 25th day of February, 2025 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Licensor hereby ratifies, restates and confirms the License and licenses to Licensee the Premises, subject to the terms and conditions of the License. The Commencement Date of the License is _____. The Agreement provides for the license by Licensor to Licensee of the Premises for an initial term of ten (10) years with six (6) renewal option(s) of an additional five (5) years each, and further provides:

1. Licensor will attorn to any mortgagee of Licensee, subordinate any Licensor's lien to the License and to liens of Licensee's mortgagees, and not disturb the tenancy of Licensee;
2. The License restricts Licensor's ability to utilize, or allow the utilization of the Property or real property owned by Licensor which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the License);
3. Licensee (and persons deriving rights by, through, or under Licensee) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the License (such restriction shall run with the land and be binding on the successors and assigns of Licensor);
4. The Premises may be used exclusively by Licensee for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Licensee is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Licensee has a right of first refusal to acquire the Premises from Licensor; and

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License. In the event of a conflict between the provisions of this Memorandum and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of Licensor and Licensee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LICENSE as of the date last signed by a party hereto.

LICENSOR:

COUNTY OF INYO

a political subdivision of the State of California

By: *Nathan Greenberg*
Name: NATHAN GREENBERG
Title: COUNTY ADMINISTRATIVE OFFICER
Date: 1/7/2025

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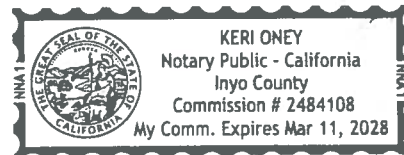
State of California
County of Inyo

On January 07, 20 25 before me, Keri Oney, Notary
(insert name and title of the officer) personally appeared Nathan Greenberg
(name of signatory), 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 *Keri Oney* (Seal)



[Licensee signature page to Memorandum of License Agreement]

LICENSEE:

VB BTS III, LLC

a Delaware limited liability company

By: 

Name: Randy Wilson

Title: Vice President Development

Date: 2/25/2025

STATE OF FLORIDA

Leasing Ops DS
20

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of February, 2025, by Randy Wilson (name), VP Dev. (title) of VB BTS III, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.


Notary Public

Printed Name: Esther Nelson

My Commission Expires:
11/13/2027

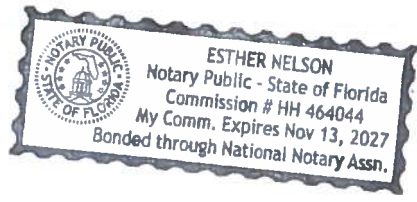


EXHIBIT A
(TO MEMORANDUM OF LICENSE)

The Property

(may be updated by Licensee upon receipt of final legal description from title)

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF INYO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN.

PARCEL ID: 018-090-01-00

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Parcel ID: **018-090-01-00**

Property Commonly Known as: **1001 County Road, CA 93513**

Access and utilities serving the Premises (as defined in the License) includes all easements of record as well as that portion of the Property designated by Licensor and Licensee for Licensee (and Licensee's guests, agents, customers, subLicensees, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-256

Approval of Budget Amendments County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

ITEM PRESENTED BY

Denelle Carrington, Assistant CAO

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2025-2026 Fuel Reduction Parks & Campgrounds Budget (612303) as follows: increase estimated revenue in State Grants (4498) by \$202,976 and increase appropriation as follows: increase Internal Charges (5121) by \$17,300; increase Professional Services (5265) by \$30,000; increase General Operating (5311) by \$5,676; and increase Equipment (5650) by \$150,000. (4/5ths vote required); and

B) Amend the Fiscal Year 2025-2026 Fuel Reduction Vouchers Budget (612304) as follows: increase estimated revenue in State Grants (4498) by \$119,005 and increase appropriation as follows: increase Internal Charges (5121) by \$7,455; increase General Operating (5311) by \$14,350; and increase Professional Services (5265) by \$97,200. (4/5ths vote required).

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 20, 2026, your Board reviewed and approved two (2) grant agreements from the California Department of Forestry and Fire Protection (CALFIRE). One was for fuel reduction projects located in County parks and campgrounds and the second was for a green waste voucher program. These budget amendments will allow the department to start to expend these grant funds.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	612303 and 612304
Budgeted?	Yes with these budget amendments	Object Code	various
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$202,976 through June 30, 2026 for the Fuel Reduction Budget and up to \$119,005 through June 30, 2026 for the Voucher budget.

Future Fiscal Year Impacts

Both of these budgets include funds that can be expended through February 15, 2029, so if funds are not fully expended this fiscal year, the remaining funds will be budgeted in future budget years until fully expended.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the budget amendments. However, this is not recommended as there would be no way to effectively spend these approved grant funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Denelle Carrington	Created/Initiated - 03/20/2026
Darcy Israel	Approved - 03/20/2026
Denelle Carrington	Approved - 03/20/2026
Amy Shepherd	Approved - 03/23/2026
John Vallejo	Approved - 03/24/2026
David Fraser	Final Approval - 03/24/2026

ATTACHMENTS:

1. Fuel Reduction in County Parks & Campgrounds - Budget Summary Page
2. Fuel Reduction Voucher - Budget Summary Page

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
 Program: FY 2025-2026 Wildfire Prevention Grants
 Project Name/Title: Fuel Reduction in Inyo County Parks and Campgrounds
 Org Name: County of Inyo
 Stage: Pre-Award

Report Date: 12/18/2025
 Requested By: Kristen Pfeiler
kristen.pfeiler@inyocounty.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Salaries & Wages										
	Public Works Class A Driver Salary	Hours	150	\$44.00	\$6,600.00	\$6,600.00	\$0.00		\$0.00	Direct Cost
	Inyo County Wildfire Coordinator Salary	Hours	100	\$45.00	\$4,500.00	\$4,500.00	\$0.00		\$0.00	Direct Cost
Salaries & Wages Total			250	\$89.00	\$11,100.00	\$11,100.00	\$0.00		\$0.00	
Employee Benefits										
	Public Works Class A Driver Benefits	Hours	150	\$24.00	\$3,600.00	\$3,600.00	\$0.00		\$0.00	Direct Cost
	Inyo County Wildfire Coordinator Benefits	Hours	100	\$26.00	\$2,600.00	\$2,600.00	\$0.00		\$0.00	Direct Cost
Employee Benefits Total			250	\$50.00	\$6,200.00	\$6,200.00	\$0.00		\$0.00	
Contractual										
	50 day of CAL FIRE hand crew labor	Days	50	\$500.00	\$25,000.00	\$25,000.00	\$0.00		\$0.00	Direct Cost
Contractual Total			50	\$500.00	\$25,000.00	\$25,000.00	\$0.00		\$0.00	
Travel & Per Diem										
Travel & Per Diem Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Supplies										
Supplies Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Equipment										
	Skid Steer with attachments	Each	1	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00		\$0.00	Direct Cost
Equipment Total			1	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00		\$0.00	
Other Costs										
	Landfill tipping fees	Days	50	\$100.00	\$5,000.00	\$5,000.00	\$0.00		\$0.00	Direct Cost
Other Costs Total			50	\$100.00	\$5,000.00	\$5,000.00	\$0.00		\$0.00	
Indirect Cost										
	Indirect	12%	0	\$0.00	\$5,676.00	\$5,676.00	\$0.00		\$0.00	Direct Cost
Indirect Cost Total			0	\$0.00	\$5,676.00	\$5,676.00	\$0.00		\$0.00	
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			601	\$150,739.00	\$202,976.00	\$202,976.00	\$0.00		\$0.00	

including indirect

Budget Report, Created by Kristen Pfeiler, kristen.pfeiler@inyocounty.us, 12/18/2025
 Source: Euna™ Portal
<http://www.ecivis.com/>

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
 Program: FY 2025-2026 Wildfire Prevention Grants
 Project Name/Title: Inyo Community Fuel Reduction Vouchers
 Org Name: County of Inyo
 Stage: Pre-Award

Report Date: 12/18/2025
 Requested By: Kristen Pfeiler
Kristen.Pfeiler@inyocounty.us

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Salaries & Wages										
	Inyo County Wildfire Coordinator Salary	cost per hour	105	\$45.00	\$4,725.00	\$4,725.00	\$0.00		\$0.00	Direct Cost
Salaries & Wages Total			105	\$45.00	\$4,725.00	\$4,725.00	\$0.00		\$0.00	
Employee Benefits										
	Inyo County Wildfire Coordinator Benefits	cost per hour	105	\$26.00	\$2,730.00	\$2,730.00	\$0.00		\$0.00	Direct Cost
Employee Benefits Total			105	\$26.00	\$2,730.00	\$2,730.00	\$0.00		\$0.00	
Contractual										
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Contractual Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Travel & Per Diem										
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Travel & Per Diem Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Supplies										
	5x4 Vinyl Banners	unit cost	8	\$200.00	\$1,600.00	\$1,600.00	\$0.00		\$0.00	Direct Cost
Supplies Total			8	\$200.00	\$1,600.00	\$1,600.00	\$0.00		\$0.00	
Equipment										
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
Equipment Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other Costs										
	Landfill fees	Vouchers based on \$25 per ton	1728	\$25.00	\$43,200.00	\$43,200.00	\$0.00		\$0.00	Direct Cost
	Dumpster rental fees	Cost for dumpsters per community cleanup event	36	\$1,500.00	\$54,000.00	\$54,000.00	\$0.00		\$0.00	Direct Cost
Other Costs Total			1764	\$1,525.00	\$97,200.00	\$97,200.00	\$0.00		\$0.00	
Indirect Cost										
	Indirect	12%			\$12,750.60	\$12,750.60	\$12,750.60		\$0.00	
Indirect Cost Total			0	\$12,750.60	\$12,750.60	\$12,750.60	\$0.00		\$0.00	
Other										
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			1982	\$1,786.00	\$119,005.60	\$119,005.60	\$0.00		\$0.00	

including indirect



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COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

March 31, 2026

Reference ID:
2026-258

Letters of Support for SB 1084, SB 1118, and SB 1162

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Chairperson Orrill

RECOMMENDED ACTION:

Approve letters of support for SB 1084 (Fire Safe Home Tax Credits Act), SB 1118 (Generator and Backup Power Tax Credits Act), and SB 1162 (FAIR Plan and WUI Prioritization); and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

SB 1084, The Fire Safe Home Tax Credits Act, and SB 1118, The Generator and Backup Power Tax Credits Act, are both part of a Wildfire Risk Reduction and Insurance Affordability Package introduced by Senator Marie Alvarado-Gil.

SB 1084 uses a tax credit to encourage homeowners to invest in prevention measures, including home hardening and defensible space vegetation management. Eligible homeowners may claim a credit equal to 50 percent of qualified out-of-pocket costs, capped at \$10,000 per year for structural improvements, and \$2,500 for vegetation management. The credit includes income restrictions, per property caps, and a \$50 million annual statewide limit. By prioritizing prevention over costly disaster response and rebuilding, the bill helps protect communities, reduce wildfire losses, and limit long-term costs for California's taxpayers.

SB 1118 helps residents and small businesses in California's highest wildfire risk areas prepare for power outages by making backup power more affordable. It provides a tax credit covering 50 percent of the cost of purchasing a backup electricity generator or solar battery for use in designated Tier 3 wildfire zones. The credit is capped at \$5,000 for generators and \$7,500 for solar batteries per property and only applies in years when funding is approved by the Legislature. By encouraging people to invest in backup power before an emergency happens, the bill improves safety, supports local businesses, and helps communities stay resilient.

SB 1162 strengthens California's wildfire mitigation strategy by directing state wildfire hazard reduction efforts to the communities experiencing the greatest insurance market stress. The bill requires the Department of Forestry and Fire Protection to prioritize wildfire risk reduction in wildland-urban interface (WUI) zones with the largest increases in Fair Access to Insurance Requirements (FAIR) Plan policies. Since 2019, FAIR Plan policies have more than tripled, demonstrating the need to better preempt wildfire hazards, with the goal of bringing insurers back to the state. By aligning the state's Wildfire and Forest Resilience Action Plan with insurance availability challenges, the bill helps

reduce wildfire risk and supports the availability and affordability of homeowners' insurance in high-risk communities.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board can request changes to the letters or deny their approval. The latter is not recommended as Inyo County could benefit from the passage of both bills.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Darcy Israel	Created/Initiated - 03/23/2026
Darcy Israel	Approved - 03/23/2026
John Vallejo	Approved - 03/24/2026
Denelle Carrington	Final Approval - 03/24/2026

ATTACHMENTS:

1. SB 1084 Fact Sheet
2. SB 1118 Fact Sheet
3. SB 1162 Fact Sheet
4. Letter of Support for SB 1084
5. Letter of Support for SB 1118

Senator Marie Alvarado-Gil

Wildfire Risk Reduction

AND

Insurance Affordability Package

SB 1084 - Fire Safe Home Tax Credits Act

SUMMARY

SB 1084, The Fire Safe Home Tax Credits Act, provides a practical and fiscally responsible way to reduce wildfire risk across California. The bill uses a tax credit to encourage homeowners to invest in prevention measures, including home hardening and defensible space vegetation management. Eligible homeowners may claim a credit equal to 50 percent of qualified out-of-pocket costs, capped at \$10,000 per year for structural improvements, and \$2,500 for vegetation management. The credit includes income restrictions, per property caps, and a \$50 million annual statewide limit. By prioritizing prevention over costly disaster response and rebuilding, the bill helps protect communities, reduce wildfire losses, and limit long term costs for California's taxpayers.

BACKGROUND

Wildfire risk is a growing concern for communities across California, where rural towns and woodland neighborhoods face persistent threats to property and public safety. Recent wildfire seasons have shown that prevention at the individual property level is an effective and cost-efficient way to reduce damage. Practical improvements such as fire-resistant roofing, ember resistant vents, and well-maintained defensible space can significantly increase a home's chance of surviving a wildfire. Despite the effectiveness of these measures, homeowners in high-risk areas struggle to afford the upfront costs. As wildfire seasons grow longer and more destructive, the need for accessible and reliable prevention tools has become urgent. While the impacts are felt most directly in high-risk districts, wildfire losses affect all Californians through

increased pressure on emergency services and higher demands on state and local budgets.

SOLUTION

The Fire Safe Home Tax Credits Act addresses these challenges by making wildfire prevention measures more affordable for homeowners in the areas that need them most. By offering a tax credit for home hardening and vegetation management, the bill lowers financial barriers and encourages homeowners to take responsibility for reducing risk on their properties. The program is designed to focus resources on high fire risk communities, while maintaining strong fiscal safeguards through income restrictions, property caps, and funding limits. Shifting the focus toward prevention will help reduce the severity of wildfires, protect lives and property, and lessen the burden on emergency services. This approach will help reduce disaster-related spending and improve resilience across California. The result is a balanced, common-sense policy that supports homeowners, protects communities, and serves the long-term interests of taxpayers statewide.

SUPPORT

If you or your organization would like to support SB 1084, please upload your letter(s) here: [California Legislature Position Letter Portal](#)

STAFF CONTACT

Name: Kevin O'Neil, Legislative Aide
Phone: (916) 651-4004
Email: kevin.o'neil@sen.ca.gov

Senator Marie Alvarado-Gil

Wildfire Risk Reduction

AND

Insurance Affordability Package

SB 1118 - Generator and Backup Power Tax Credits Act

SUMMARY

SB 1118 helps residents and small businesses in California's highest wildfire risk areas prepare for power outages by making backup power more affordable. It provides a tax credit covering 50 percent of the cost of purchasing a backup electricity generator or solar battery for use in designated Tier 3 wildfire zones. The credit is capped at \$5,000 for generators and \$7,500 for solar batteries per property and only applies in years when funding is approved by the Legislature. By encouraging people to invest in backup power before an emergency happens, the bill improves safety, supports local businesses, and helps communities stay resilient.

BACKGROUND

Power outages have become a regular part of life in wildfire-prone communities across California, and the impact is more visible than ever. Rural towns and woodland neighborhoods are frequently affected by Public Safety Power Shutoffs and wildfire emergencies that can leave residents and businesses without electricity for days at a time; these outages often occur during extreme heat, poor air quality, or evacuation warnings, compounding already stressful and dangerous situations. For families, losing power can mean spoiled food, no access to medical devices, and limited ability to receive emergency information. For small businesses, even short outages can lead to lost income, damaged inventory, and temporary closures that hurt local economies. While backup generators and solar batteries provide critical relief during outages, the upfront costs create financial barriers for households and small business owners. As wildfire seasons grow longer and more

destructive, the need for reliable backup power has become increasingly urgent.

SOLUTION

This bill responds directly to the realities facing communities in high fire threat areas by making backup power more accessible and affordable. Offering a tax credit for generators and solar batteries used in designated Tier 3 wildfire zones will help residents and small businesses prepare ahead of time and reduce reliance on emergency response during prolonged outages. The program is designed with clear limits to keep it focused and responsible; it includes per-property caps on the size of the credit, applies only to individuals and small businesses, and requires annual approval through the budget process. These guardrails ensure the credit targets the communities most at risk, while protecting the state's fiscal health. This approach supports safer homes, stronger small businesses, and greater stability during wildfire season. More broadly, it helps reduce economic disruption, protects vulnerable residents, and strengthens resilience across California by encouraging practical, common-sense preparedness before emergencies strike.

SUPPORT

If you or your organization would like to support SB 1118, please upload your letter(s) here: [California Legislature Position Letter Portal](#)

STAFF CONTACT

Name: Kevin O'Neil, Legislative Aide
Phone: (916) 651-4004
Email: kevin.o'neil@sen.ca.gov

Senator Marie Alvarado-Gil

Wildfire Risk Reduction

AND

Insurance Affordability Package

SB 1162 - FAIR Plan and WUI Prioritization

SUMMARY

SB 1162 strengthens California's wildfire mitigation strategy by directing state wildfire hazard reduction efforts to the communities experiencing the greatest insurance market stress. The bill requires the Department of Forestry and Fire Protection to prioritize wildfire risk reduction in wildland-urban interface (WUI) zones with the largest increases in Fair Access to Insurance Requirements (FAIR) Plan policies. Since 2019, FAIR Plan policies have more than tripled, demonstrating the need to better preempt wildfire hazards, with the goal of bringing insurers back to the state. By aligning the state's Wildfire and Forest Resilience Action Plan with insurance availability challenges, the bill helps reduce wildfire risk and supports the availability and affordability of homeowners' insurance in high-risk communities.

BACKGROUND

Wildfire risk continues to reshape California's homeowner insurance market, most notably in WUI areas. As wildfire losses have increased, insurers have reduced coverage or exited high-risk markets entirely, forcing more homeowners to rely on the FAIR Plan. Since 2019, counties such as Nevada, San Bernadino, El Dorado, and Los Angeles have witnessed alarming increases in FAIR Plan policies, indicating both growing wildfire risk and limited access to private insurance. Concurrently, California invested heavily in wildfire prevention and resilience through the Wildfire and Forest Resilience Action Plan. State efforts to reduce wildfire risk have proven vital; however, better alignment between wildfire hazard reduction activities and the areas facing the

most extreme insurance challenges can help maximize the impact of limited state resources. Reducing wildfire risk at the community level will be a key factor in stabilizing insurance markets and protecting homeowners statewide.

SOLUTION

This bill addresses several challenges by directing the state to prioritize wildfire hazard reduction in WUI zones with the largest growth in FAIR Plan policies. Focusing prevention and mitigation resources where wildfire risk and insurance instability are most pronounced will reduce the likelihood and severity of wildfire losses. Targeted wildfire risk reduction supports safer communities and helps create conditions that encourage the return of private insurers. Coordinating wildfire mitigation with insurance availability concerns promotes a more efficient use of state resources and reduces wildfire-related costs, while supporting homeowners burdened by limited and expensive insurance options. This is a practical approach to strengthening wildfire resilience and addressing California's most pressing housing and insurance challenges.

SUPPORT

If you or your organization would like to support SB 1162, please upload your letter(s) here: [California Legislature Position Letter Portal](#)

STAFF CONTACT

Name: Kevin O'Neil, Legislative Aide
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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



March 24, 2026

Senator Jerry McNerney, Chair
Senate Revenue and Taxation Committee
State Capitol, 1021 O Street, Suite 6640
Sacramento, CA 95814

RE: Support for SB 1084 (Alvarado-Gil) – Personal income taxes: Fire Safe Home Tax Credits Act

Dear Chair McNerney and Members of the Senate Revenue and Taxation Committee,

On behalf of Inyo County, I am writing to express our strong support for SB 1084, a critical component of the Wildfire Risk-Reduction and Insurance Affordability Package.

Communities across California face increasing pressure from heightened wildfire risk and a rapidly shifting insurance market. Many property owners are experiencing rising premiums, limited coverage options, or non-renewals. Simultaneously, there is a clear need to invest further in wildfire mitigation and resilience.

SB 1084 takes an important step toward addressing these challenges by providing a personal income tax credit to offset the costs of qualified home hardening projects. By incentivizing improvements such as fire-resistant roofing, ember-resistant vents, and defensible space enhancements, this bill makes homes more resilient. These proactive measures are a practical approach to reducing long-term losses while helping homeowners qualify for insurance discounts and stabilize the broader insurance market.

For organizations like ours, this issue is deeply felt. Wildfires have become one of the most significant natural hazards affecting Inyo County, shaping everything from public health and air quality to infrastructure, tourism and the economy, and long-term climate resilience. Homeowners in Inyo County's Urban-Wildland Interface (WUI) zones face severe threats from high-frequency ignitions, driven by strong, year-round winds, arid conditions, and steep, complex terrain. Major risks include devastating, fast-moving wildfires fueled by brush, with ember cast endangering homes. Defensible space and home hardening are crucial to providing additional protection.

We appreciate the Committee's leadership in advancing policies that prioritize both fiscal and community resilience. SB 1084 represents a thoughtful step toward protecting Californians and strengthening long-term stability.

For these reasons, we respectfully urge your "Aye" vote on SB 1084.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors



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ASST. CLERK OF THE BOARD



March 24, 2026

Senator Jerry McNerney, Chair
Senate Revenue and Taxation Committee
State Capitol, 1021 O Street, Suite 6640
Sacramento, CA 95814

RE: Support for SB 1118 (Alvarado-Gil) – Wildfire Risk-Reduction and Insurance Affordability Package

Dear Chair McNerney and Members of the Senate Revenue and Taxation Committee,

On behalf of Inyo County, I am writing to express our strong support for SB 1118, a vital component of the Wildfire Risk-Reduction and Insurance Affordability Package.

Communities across California face increasing pressure from heightened wildfire risk and frequent Public Safety Power Shutoffs (PSPS), or wildfire-related outages. For many residents, maintaining access to electricity is not just a convenience but a necessity for health and safety.

SB 1118 addresses these challenges by providing tax credits for purchasing backup generators or solar storage, fostering resilience, and enhancing safety for residents and businesses during PSPS events. Inyo County is mostly served by Southern California Edison, which conducts frequent PSPS shutoffs during high wildfire-risk weather – which, unfortunately, is witnessed often here. The loss of power for extended periods of time is of great concern in times of extreme weather we experience in the summer and winter.

We appreciate the Committee's focus on proactive disaster preparedness through this legislation and urge an "Aye" vote on SB 1118.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors



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DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



March 24, 2026

Senator Josh Becker, Chair
Senate Natural Resources and Water Committee
State Capitol, 1021 O Street, Suite 3220
Sacramento, CA 95814

RE: Support for SB 1162 (Alvarado-Gil) – FAIR Plan and WUI Prioritization

Dear Chair Becker and Members of the Natural Resources and Water Committee,

On behalf of Inyo County, I am writing to express our strong support for SB 1162, a vital component of the Wildfire Risk-Reduction and Insurance Affordability Package.

Communities across California face increasing pressure from heightened wildfire risk and a rapidly shifting insurance market. Many property owners are experiencing rising premiums, limited coverage options, or non-renewals. Simultaneously, there is a clear need to invest further in wildfire mitigation and resilience.

SB 1162 takes an important step in strengthening California's wildfire mitigation strategy by directing state wildfire hazard reduction efforts to the communities experiencing the greatest insurance market stress. The bill requires the Department of Forestry and Fire Protection to prioritize wildfire risk reduction in wildland-urban interface (WUI) zones with the largest increases in Fair Access to Insurance Requirements (FAIR) Plan policies. Since 2019, FAIR Plan policies have more than tripled, demonstrating the need to better preempt wildfire hazards, with the goal of bringing insurers back to the state.

We appreciate the Committee's focus on proactive disaster preparedness through this legislation and urge an "Aye" vote on SB 1162.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors