

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

August 6, 2019

8:30 a.m. 1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9 (*one case*). Facts and circumstances: Threatened state revocation of local primacy delegation agreement.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.
4. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957]** – Title: County Administrator.

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

10:00 a.m. **PLEDGE OF ALLEGIANCE**

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
8. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Paxton Rountree-Jablin, GIS Analyst, Information Services; Erika Jayne Hall, Librarian II, Library; and Jack Montgomery, Airport Technician I, Public Works.

DEPARTMENTAL – PERSONNEL ACTIONS

9. **DISTRICT ATTORNEY** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Legal Secretary I-II exists in the General Fund, as certified by the District Attorney and concurred with by the County Administrator and Auditor-Controller; B) internal

candidates may meet the qualifications for the position and the vacancy could possibly be filled by an internal recruitment, but if an internal recruitment is unsuccessful, then an open recruitment may be appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) Legal Secretary I, Range 56 (\$3,358 - \$4,074) or Legal Secretary II, Range 60 (\$3,684 - \$4,475).

10. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Integrated Case Worker I-II exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Integrated Case Worker, either a I at Range 60 (\$3,684 - \$4,475) or a II at Range 64 (\$4,043 - \$4,913), depending upon qualifications; and D) if an internal candidate is hired, authorize HHS to backfill any and all resulting vacancies.
11. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) HHS Specialist III exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) HHS Specialist III, Range 57 (\$3,363 - \$4,086); and D) if an internal candidate is hired, authorize HHS to backfill any and all resulting vacancies.
12. **HEALTH & HUMAN SERVICES – Social Services** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker III-IV exists in the non-General Fund Social Services budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Social Worker, either a III at Range 70 (\$4,569 - \$5,557) or a IV at Range 73 (\$4,900 - \$5,960), depending upon qualifications; and D) if an internal candidate is hired, authorize HHS to backfill any and all resulting vacancies.
13. **PUBLIC WORKS – Road Department** – Request Board:
 - A) Approve the new job description for the Maintenance Worker I/II position, Range 50 (\$2,860 - \$3,478) to Range 52 (\$2,997 - \$3,641);
 - B) Delete one (1) Road Maintenance Supervisor position at Range 71 (\$4,675 - \$5,683) from the Public Works authorized strength;
 - A) Delete two (2) full-time Heavy Equipment Operator I/II positions at Range 58 (\$3,444 - \$4,190) and Range 60 (\$3,612 - \$4,387) from the Public Works authorized strength;
 - B) Add three (3) full-time Maintenance Worker I/II's at Range 50 (\$2,860 - \$3,478) and Range 52 (\$2,997 - \$3,641) to the Public Works authorized strength; and
 - C) Find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for three (3) Maintenance Worker I/II's exists in the Road budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; 3) approve the hiring of three (3) Maintenance Worker I/II's at Range 50 (\$2,860 - \$3,478) or Range 52 (\$2,997 - \$3,641), depending on qualifications.
14. **PUBLIC WORKS – Road Department** – Request Board:
 - A) Approve the new job description for the Equipment Mechanic Trainee I/II position, Range 50 (\$2,860 - \$3,478) to Range 52 (\$2,997 - \$3,641), plus a 2.5% tool allowance;
 - B) Consistent with the recommendation of the County Administrator, change the authorized strength of the Public Works Department by defunding one full-time Heavy Equipment Mechanic I, Range 58 (\$3,444 - \$4,190)/Heavy Equipment Mechanic II position, Range 60 (\$3,612 - \$4,387), plus a 2.5% tool allowance, and adding one full-time Equipment Mechanic Trainee I, Range 50 (\$2,917 - \$3,548)/Equipment Mechanic Trainee II position, Range 52 (\$3,057 - \$3,714), plus a 2.5% tool allowance; and
 - C) Find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for one (1) Equipment Mechanic Trainee I/II exists in the Road budget, as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified

applicants apply; 3) approve the hiring of one (1) Equipment Mechanic Trainee I/II at Range 50 (\$2,860 - \$3,478) or Range 52 (\$2,997 - \$3,641), plus a 2.5% tool allowance, depending on qualifications.

15. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Deputy Sheriff exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Deputy Sheriff at Range 67SA-SC (\$4,317 - \$5,791) and authorize up to the E step for a qualified lateral applicant.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

16. **Advertising County Resources** – Request Board approve the following final payments from the Fiscal Year 2018-2019 Advertising County Resources budget: \$833 to the Southern Inyo Hospital Salvation for the 2019 SIH Salvation Show and Shine Car Show; \$1,875 to Big Pine American Legion Post No. 457 for the 2019 Big Pine Fishing Derby; and \$4,261 to the Bishop Area Chamber of Commerce and Visitors Bureau to help host the 2019 California High School Rodeo Finals.
17. **Motor Pool** – Request Board authorize the issuance of a blanket purchase order in the amount of \$15,000 payable to Inyo-Mono Body Shop of Bishop for auto body repairs, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.
18. **Motor Pool** – Request Board authorize the issuance of blanket purchase orders payable to the following vendors in the following amounts for vehicle maintenance, equipment maintenance, and purchase of tires, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget: \$40,000 to Bishop Ford; \$40,000 to Bishop Automotive Chevron; \$20,000 to Mr. K's; and \$20,000 to Britt's Diesel.
19. **Parks and Recreation** – Request Board authorize the issuance of a blanket purchase order for Parks and Recreation, Motor Pool, and Recycling and Waste Management in the amount of \$25,000 payable to Western Nevada Supply for irrigation supplies, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.
20. **Recycling and Waste Management** – Request Board authorize the issuance of blanket purchase orders for Parks and Recreation, Motor Pool, and Recycling and Waste Management, payable to the following vendors in the following amounts for equipment parts, vehicle parts, and small tools in the maintenance of grounds and general operating expense categories, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget: \$25,000 to Steve's Auto Parts; \$20,000 to Dave's Auto Parts; and \$23,000 to High Country Lumber.
21. **Risk Management** – Request Board approve the payment of 2019-2020 California State Association of Counties dues in the amount of \$13,411.
22. **Information Services** – Request Board approve a 2% increase and direct payment of the invoice for the Software Maintenance Agreement between the County of Inyo and Superior for the County's ONESolution Enterprise Finance and Accounting System (formerly IFAS) for the period of July 1, 2019 through June 30, 2020 in an amount not to exceed \$42,133.41, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

HEALTH & HUMAN SERVICES

23. Request Board approve Resolution No. 2019-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving an Application for Authorization to Accept the County Non-Competitive Allocation Award Under the No Place Like Home Program," and authorize the Chairperson to sign.

24. **Social Services** – Request Board authorize the issuance of a blanket purchase order in the amount of \$15,000, payable to Pitney Bowes for postage for Fiscal Year 2019-2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget.

PUBLIC WORKS

25. Request Board appoint Mr. Paul Lamos, Ms. Lynne Bunn, and Mr. Jeff Montgomery each to complete unexpired four-year terms on the Southern Inyo Airport Advisory Committee ending June 1, 2023. (*Notice of Vacancy resulted in requests for appointment being received from Mr. Lamos, Ms. Bunn, and Mr. Montgomery.*)
26. Request Board approve the plans and specifications for the Onion Valley Road Permanent Restoration Project and authorize the Public Works Director to advertise for bids for the project.
27. Request Board authorize the issuance of blanket purchase orders payable to the following vendors in the following amounts for various products and materials for the different divisions in the Public Works Department: \$20,000 to Bishop Automotive; \$30,000 to Bishop Glass; \$65,000 to Britt's Diesel & Automotive; \$30,000 to Coastline Equipment; \$20,000 to Cutting Edge Supply; \$40,000 to Dave's Auto Parts; \$40,000 to Environmental Concepts; \$30,000 to Grainger; \$40,000 to High Country Lumber; \$20,000 to Hi-Desert Truck Driving School; \$30,000 to Interstate Sales; \$50,000 to Mission Linen; \$20,000 to Quinn Company; \$30,000 to Silver State International; \$15,000 to Snow Survey/Sue Burak; \$20,000 to Safeway Signs; \$11,000 to Statewide Traffic Safety & Signs; \$30,000 to Steve's Auto & Truck Parts; and \$30,000 to Western Nevada Supply.
28. **Road Department** – Request Board approve the closure of a portion of South Lake View Street between 10 a.m. and 1 p.m. on August 11, 2019 for the Southern Inyo Healthy Communities Back to School Supplies and Hot Dog Event.
29. **Road Department** – Request Board approve a road closure on Poleta Road from September 3, 2019 to October 31, 2019 to allow for culvert replacement construction at the Rawson Canal.

SHERIFF

30. Request Board accept the animal emergency shelter supply cache from California Veterinary Medical Foundation.

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

31. **WATER DEPARTMENT** – Request Board provide direction to the County's Owens Valley Groundwater Authority representatives in advance of the OVGA meeting scheduled for August 8, 2019 in Bishop.
32. **HEALTH & HUMAN SERVICES** – Request Board approve and sign a letter of endorsement to 2-1-1 Ventura County indicating Inyo County's interest in establishing a "disaster only" 2-1-1 service in Inyo County.
33. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the contract between the County of Inyo and Tarzana Treatment Centers for the provision of residential alcohol and drug treatment in an amount not to exceed \$50,000 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign the contract and QSO/BA Agreement.
34. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board ratify and approve the amendment to the Memorandum of Understanding between Inyo County HHS Behavioral Health and Kern Behavioral Health and Recovery (KBHR), authorizing KBHR personnel to annually provide training in Welfare and Institutions Code 5150 and for Inyo County Behavioral Health to reimburse trainers for related travel expenses, and authorize the HHS Deputy Director of Behavioral Health to sign.
35. **HEALTH & HUMAN SERVICES – Public Health & Prevention** – Request Board ratify and approve Amendment No. A01 to Standard Agreement No. 17-10159 between the County of Inyo and California Department of Public Health for the provision of Local Public Health Emergency Preparedness, and authorize the HHS Director to sign.

36. **HEALTH & HUMAN SERVICES – Public Health & Prevention** – Request Board ratify and approve Standard Agreement No. 18-10869 between the County of Inyo and California Department of Public Health for HIV care and treatment services under the Ryan White HIV/AIDS Program, with the total grant amount not to exceed \$401,777 for the period of April 1, 2019 through March 21, 2024, and authorize the HHS Director to sign the agreement and associated documents.
37. **HEALTH & HUMAN SERVICES – Social Services** – Request Board: A) declare the National Council on Crime and Delinquency a sole-source provider; B) ratify and approve the contract between the County of Inyo and National Council on Crime and Delinquency for the provision of Safe Measures Internet Reporting Services, in an amount not to exceed \$13,230 for the period of July 1, 2019 through June 30, 2021, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the contract.
38. **HEALTH & HUMAN SERVICES – Social Services** – Request Board ratify and approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$127,500 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.
39. **PUBLIC WORKS** – Request Board approve the Memorandum of Understanding between the County of Inyo and City of Bishop for the West Jay Street Extension Project, and authorize the Chairperson to sign.
40. **PUBLIC WORKS – Road Department** – Request Board approve the removal of one (1) tree on the north side of Silver Canyon Road, at the First Street intersection in Laws, northeast of Bishop.
41. **PUBLIC WORKS – Road Department** – Request Board approve the removal of one (1) tree at 135 S. Jackson St., Independence.
42. **PUBLIC WORKS – Road Department** – Request Board approve the substantial pruning of two (2) and removal of four (4) trees at 300 N. Webster St., Independence.
43. **PUBLIC WORKS** – Request Board: A) ratify and approve the lease agreement between the County of Inyo and Cequel III Communications I, LLC for the term of July 1, 2018 through June 30, 2028, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, with the annual lease amount beginning on July 1, 2018 at \$29,315 and the subsequent nine years subject to a 3% increase, with \$30,194.45 due in Fiscal Year 2019-2020; and B) authorize the Public Works Director to sign the lease agreement, contingent upon all appropriate signatures being obtained.
44. **PUBLIC WORKS** – Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and AmeriGas, extending the term from July 1, 2019 to September 30, 2019 and increasing the contract amount to a total amount not to exceed \$428,763.44, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
45. **PUBLIC WORKS** – Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and Terminix for insect and pest control services, extending the term of the contract from July 1, 2019 to September 30, 2019 and increasing the contract amount by \$1,500 per year to a total contract amount not to exceed \$19,455, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
46. **COUNTY ADMINISTRATOR – Information Services** – Request Board ratify and approve the renewal of a Software Maintenance Agreement between the County of Inyo and Crest Software Corporation for the County's enterprise Property Tax Management System in an amount not to exceed \$70,591.20 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget.
47. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
48. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo

County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

49. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of July 9, 2019 and the special meeting of July 23, 2019.

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

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

50. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

51. **Inyo County Auditor-Controller** – Actual counts of money in the hands of the Treasurer made on March 26, 2019 and June 28, 2019.
52. **Inyo County Sheriff** – Annual Sheriff's Special Appropriation Report, for the period of July 1, 2018 to June 30, 2019.
53. **California Highway Patrol** – Report submitted pursuant to Health and Safety Code Section 25180.7 (Prop 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Request to fill the position of one (1) Legal Secretary I-II

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A. The availability of funding for the requested position exists in the General Fund, as certified by the District Attorney and concurred with by the County Administrator and Auditor-Controller;
- B. Internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but if an internal recruitment is unsuccessful, then an open recruitment may be appropriate to ensure the position is filled with the most qualified applicant; and
- C. Approve the hiring of one (1) FTE Legal Secretary I, Range 56 (\$3358 - \$4074) or one (1) FTE Legal Secretary II, Range 60 (\$3684 - \$4475) through an open recruitment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in the District Attorney's office will occur on August 22, 2019. Currently, the District Attorney's office only has two funded Legal Secretary positions (and one Assistant to the District Attorney). With this vacancy, the District Attorney's office will be operating with only one-half of the secretarial staff required to serve four attorneys. To make the transition as efficient as possible, we are asking to begin the recruitment process. While we are anticipating approval (via the Budget process) of an Office Clerk position, our BPAR Legal Secretary position is vacant (and will be eliminated when the Office Clerk position is approved).

We are asking to fill this position with an open recruitment.

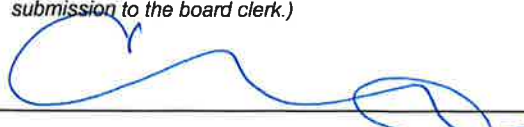
ALTERNATIVES: None.

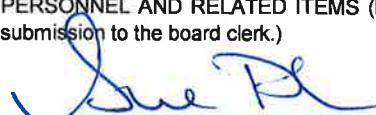
OTHER AGENCY INVOLVEMENT: None

FINANCING:

In the current 2019/2020 Fiscal Budget Number 022400, we have budgeted for this position.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/18/2019</u>

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date: <u>7/23/19</u>
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DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 7/23/2019



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
10

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Request to hire one full-time Integrated Case Worker (ICW) I or II in the HHS Social Services Employment and Eligibility division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Integrated Case Worker, either a I at Range 60 (\$3,684 - \$4,475) or a II at Range 64 (\$4,043 - \$4,913), contingent upon qualifications; and
- D) If an internal candidate is hired into the Integrated Case Worker I or II position, authorize HHS to backfill any and all resulting vacancies.

ACTING CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An Integrated Case Worker (ICW) II in our Employment and Eligibility Division recently accepted a promotional ICW III position within the same division, which will result in a vacancy in the division. The ICW position remains critical to the functioning of the division, which processes a high volume of client applications, determining eligibility and authorizing services for a wide range of programs. Employment and Eligibility staff not only provide consultation and eligibility determinations for residents who may be eligible for other forms of health insurance provided by the California Health Exchange, they also assist consumers impacted by changes in Medi-Cal, to access needed food and financial aid resources. ICWs are responsible for determining clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, and CalWORKs. The ICW II is also able to provide a higher level of case management support to individuals and families as directed, as well as providing Medi-Cal, Cal Fresh and Cal WORKs outreach education. Maintaining our current staffing level will help the entire division maintain accurate and timely client records and continue to provide a high quality of employment and eligibility services.

The Department is respectfully requesting authorization to hire an Integrated Case Worker I or II in the HHS Social Services Employment and Eligibility division and, if an additional vacancy is incurred by the movement of an ICW I to an ICW II position that the Department be authorized to fill the resulting vacancy.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this vacancy, which would likely result in overtime requirements for the current ICWs and supervisory staff, the possibility of increased error rates and audit exceptions as well as limit the availability of one on one services available to clients.

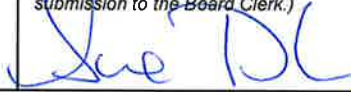
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

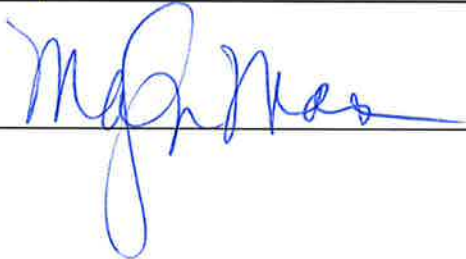
Federal and State funding and Social Services Realignment. This position is budgeted 100% in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

APPROVALS

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>
	 Approved: <u>7/11/2014</u> Date: <u>7/11/14</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>
	 Approved: <u>✓</u> Date: <u>7/9/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/12/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Request to hire one full time Health and Human Services (HHS) Specialist III in the HHS Children's Social Services Program.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested positions exist in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the positions, the vacancy could possibly be filled through an internal recruitment; however, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one HHS Specialist III at Range 57 (\$3,363 - \$4,086).
- D) If an internal candidate is hired into the HHS Specialist III position, authorize HHS to backfill any and all resulting vacancies.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

An HHS Specialist III in our Children's Social Services Division recently accepted a Social Worker position within the same program, resulting in a vacancy. The HHS Specialists perform many vital duties within the Children's Social Services Program, such as transporting children and parents, monitoring visits, taking child abuse reports by telephone and assisting the social workers in data entry work. The use of our HHS Specialists to support our social worker staff is critical to the overall functioning of the Children's Social Services Program, as they ensure that social workers are supported in a manner that promotes their ability to effectively assess and support the safety of children and families. This position also provides some entry level case management support to the Children's Social Services programs, helping to further support the social workers, as they continue to incorporate increased state and federal requirements.

The Department is respectfully requesting authorization to hire one Health and Human Services Specialist III in the Adult and Children's Social Services Program and, if an any additional vacancies are incurred by the movement of internal candidates that the Department be authorized to fill any and all resulting vacancies.

ALTERNATIVES:

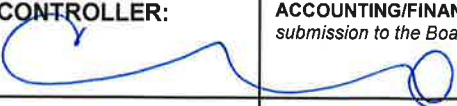
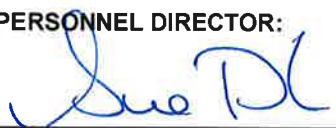
Your Board could choose not to authorize the hiring of the HHS Specialist III position. This would severely impact the program's ability to perform the mandated duties, maintain timely data entry and reporting in child welfare and to provide support to the social work staff in Child Welfare.

OTHER AGENCY INVOLVEMENT:

Courts, Law Enforcement, Probation, Schools, Public Health, Mental Health, Toiyabe Family Services, local

FINANCING:

State, Federal, Social Services Realignment, and County General funds. This position is budgeted 100% in the Social Services (055800) in the Salary and Benefits object categories.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>7/9/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>7/9/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 7/10/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Request to hire a Social Worker III or IV in the Child Welfare Services division.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position of Social Worker III or IV exists in the non-General Fund Social Services budget as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but as a State Merit System position, an external recruitment would be more appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one Social Worker, either a III at Range 70 (\$4,569 - \$5,557), or a IV at Range 73 (\$4,900 - \$5,960), contingent upon qualifications; and
- D) If an internal candidate is hired into the Social Worker III or IV position, authorize HHS to backfill any resulting vacancy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Child Welfare Program recently had a Social Worker III resign and accept a position with the Inyo County Office of Education. This resulted in the program experiencing a vacant position that the agency is respectfully requesting authorization to fill with a Social Worker III or IV. The intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. Over the past few years, the Child Welfare program has continued to experience increased requirements from a federal, state and local level, including implementation of the provisions of California's Continuum of Care Reform. Additionally, the program continues to see a high number of reports related to high-risk families with very young children. The program, which has experienced significant staff shortages over the last three to four years, is beginning to see stabilization in our staffing pattern, which helps HHS to better ensure the safety and well-being of some of our most vulnerable residents. Filling the existing vacancy will help to ensure the continued high quality work performed by this division.

The Department is respectfully requesting authorization to hire a Social Worker III or IV in the Child Welfare Services division. In addition, should the vacancy be filled by an internal candidate, resulting in a vacancy within the Department, the Department is respectfully requesting authorization to recruit and hire to fill subsequent vacancies.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Social Worker position. This would result in the existing staff, being at risk of inadvertent, compromised safety decisions on behalf of children due to

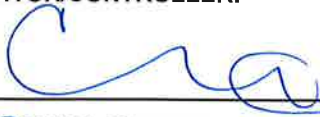



unacceptable workloads.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, CASA, Foster Parents, Sheriff's Office, Bishop Police Department

FINANCING:

State, Federal, and Social Services Realignment funds. This position is currently budgeted 100% in the Social Services Budget (055800) in the Salary and Benefits object codes. No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved:  Date: <u>7/9/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved:  Date: <u>7/8/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/15/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
13

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Change of classification in the Public Works authorize strength / fill vacant Maintenance Worker I/II position

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the new job description for Maintenance Worker I/II position, Range 50 (\$2,917 - \$3,548) or II at Range 52 (\$3,057 - \$3,714); and
2. Delete one (1) Road Maintenance Supervisor position, at Range 71 (\$4,768 - \$5,797) from the Public Works authorized Strength; and,
3. Delete two (2) full-time Heavy Equipment Operator I/II positions, at Range 58 (Operator I) or Range 60 (Operator II), from the Public Works authorized Strength; and,
4. Add three (3) full-time Maintenance Worker I/II, at Range 50 (\$2,917 - \$3,548) or II at Range 52 (\$3,057 - \$3,714) to the Public Works authorized Strength; and,
5. Request Board find that consistent with the adopted Authorized Position Review Policy:
 - (a) The availability of funding for the Maintenance Worker I/II position exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; and,
 - (b) Where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply; and,
 - (c) Authorize the hiring of three (3) full time Maintenance Worker I/II's, Range 50 (\$2,917 - \$3,548) or II at Range 52 (\$3,057 - \$3,714)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department is requesting approval to convert one (1) existing Road Maintenance Supervisor position in the Road Departments authorized strength and two (2) existing Equipment Operator positions in the Road Departments authorized strength to three (3) Road Maintenance Worker I/II positions, recruit, and hire three (3) Road Maintenance Worker I/II's.

In recent recruitments, there have been several applicants that have applied for positions in the County Road Department, but failed to meet the minimum qualifications. Some of the applicants were Seasonal Workers that had proven themselves as competent workers but lacked the required years of experience to qualify for an Operator position. Public Works would like to bring back the Road Maintenance Worker I/II classification to

broaden the recruitment options and provide opportunities for training and career advancement within the County structure.

This would provide career and growth opportunities for new employees and the existing Road Operators and Supervisors would be able to provide this training.

ALTERNATIVES:

The Board could elect not to authorize the filling of this position. This is not recommended as the filling of positions has become more challenging as experienced Equipment Operators retire. This will allow the Road Department to provide training for future Equipment Operator development.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditors Department

FINANCING:

The position that will be funding this requested position classification change is included in the Authorized Strength for the Road Department and is included in the Salaries and Benefits identified in the Road budget (034600).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/29/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>7/29/19</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/30/19

INYO COUNTY
PERSONNEL SERVICES
P. O. Box 249
INDEPENDENCE, CA 93526



(760) 878-0377
FAX (760) 878-0465

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

ANNOUNCES AN OPEN RECRUITMENT FOR:

ROAD MAINTENANCE WORKER I/II

DEPARTMENT: Public Works / Road Department
LOCATION: Countywide
SALARY: **Road Maintenance Worker I:** Range 50 \$2,860 - \$3,478 **
Road Maintenance Worker II: Range 52 \$2,997 - \$3,641 **
(The above monthly salary is paid over 26 pay periods annually.)

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members hired prior to January 1, 2013 (2% at 55) – Inyo County pays employee contribution of 7% for current CalPERS members; New ("PEPRA") CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: This is an entry level position that will require performing general road maintenance and construction work as a laborer. This position may also require a small amount of equipment operation.

ESSENTIAL JOB DUTIES: Under general direction, will perform heavy and semi-skilled construction, maintenance, and manual labor work; operates hand and power tools and equipment, such as compressors, mixers, generators, drills, saws, pneumatic tools, shovels, rakes, chainsaws; performs crack sealing, tree pruning, patching, concrete work, sign installation, weed removal, culvert maintenance, mixing and pouring cement, and guard rail repair.

OTHER JOB DUTIES: May be required to shovel snow, perform carpenter work, make signs, work as a traffic control flagman, assist mechanics with road equipment maintenance.

EMPLOYMENT STANDARDS

Education/Experience:

Road Maintenance Worker I: High school graduate or equivalent, entry level position with basic construction knowledge and principles.

Road Maintenance Worker II: High school graduate or equivalent with one year of experience in road construction and maintenance or equivalent labor-type position. Road equipment operating experience is desirable.

Knowledge of: The operation and routine maintenance of equipment including hand tools, compressors, chainsaws, and related construction and labor type equipment; the California Vehicle Code and safety precautions applicable to the operation of light equipment, pickups, limb chippers, compressors, generators and other electric or gas operated equipment used for basic road maintenance.

Ability to: Safely and effectively operate a variety of hand and power tools; perform heavy manual labor; perform skilled and semi-skilled work; read, write, spell, and interpret work orders; understand and follow oral and written directions; meet and maintain standards of physical endurance and agility; work cooperatively with those contacted in the course of work. Must have ability to drive for prolonged time; stand, walk, sit, twist, and carry up to 75 pounds. Position will include exposure to moving machinery which includes all trucks and equipment; to noises caused by heavy equipment and tools; dust, fumes, and other irritants; ambient weather conditions which include a high of 130 degrees and a low of -10degrees Fahrenheit.

Special requirements:

Road Maintenance Worker I; Must possess a valid Class C operator's license issued by the State Department of Motor Vehicles; must successfully complete a pre-employment physical examination.

Road Maintenance Worker II; Must possess a valid Class A operator's license with tank, doubles, and air brake endorsements issued by the California Department of Motor Vehicles to be eligible for a Road Maintenance Worker II; must successfully complete a pre-employment background investigation, physical examination, and drug screen.

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

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

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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
14

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Road Department Road Shop Service Redesign, Equipment Mechanic Trainee I/II

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the new job description for Equipment Mechanic Trainee I/II position, Range 50 (\$2,917 - \$3,548) or II at Range 52 (\$3,057 - \$3,714) +2 ½% tool allowance; and
2. Consistent with the recommendation of the County Administrator, change the authorized strength of the Public Works Department by de-funding one full-time Heavy Equipment Mechanic I/II position, Range 58 or II at Range 60, +2 ½% tool allowance and adding one Equipment Mechanic Trainee I/II position, Range 50 (\$2,917 - \$3,548) or II at Range 52 (\$3,057 - \$3,714) +2 ½% tool allowance; and
3. Request Board find that consistent with the adopted Authorized Position Review Policy;
 - (a) The availability of funding for a Equipment Mechanic Trainee I/II position exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; and
 - (b) Where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply; and
 - (c) Authorize the hiring of one full time Equipment Mechanic Trainee I/II Range 50 (\$2,917 - \$3,548) or Range 52 (\$3,057 - \$3,714), +2 ½% tool allowance, depending on qualifications

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department is requesting approval to de-fund one (1) existing Heavy Equipment Mechanic I/II position in the Road Departments authorized strength, and then add one (1) Equipment Mechanic Trainee I/II position, recruit, and hire an Equipment Mechanic Trainee I/II for the Road Shop. This Heavy Equipment Mechanic I/II position is currently vacant, and the Road Department wishes to reclassify and fill this position at this time.

In recent recruitments, there have been a limited number of qualified applicants that have applied for Heavy Equipment Mechanic I/II positions, and even fewer that met the minimum qualifications. Public Works would like to add an Equipment Mechanic Trainee I/II classification to broaden the recruitment options and provide opportunities for training and career advancement within the County structure.

The Road Shop personnel would be able to provide this training. With the large and varied maintenance and repair responsibilities this would be a good opportunity for an aspiring mechanic to learn their trade while assisting the experienced Heavy Equipment Mechanics with the repair of County equipment.

ALTERNATIVES:

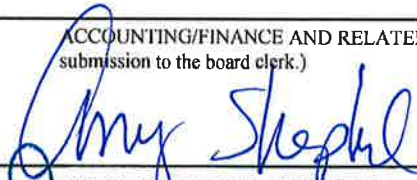

The Board could elect not to authorize the filling of this position. This is not recommended as the filling of positions has become more challenging as experienced Heavy Equipment Mechanics retire. This will allow the Road Department to continue the repair and maintenance of County equipment and allow the continuation of maintenance services to the County while also providing training for future Heavy Equipment Mechanic I/II advancement

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor

FINANCING:

The Equipment Mechanic Trainee I/II funding is in the Road Departments 2019/20 Road budget as an existing Heavy Equipment Mechanic I/II position that would be converted.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/29/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>7/29/19</u>

DEPARTMENT HEAD SIGNATURE:  Date: 8/1/19
(Not to be signed until all approvals are received)



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

ANNOUNCES AN OPEN RECRUITMENT FOR:

EQUIPMENT MECHANIC TRAINEE I/II

Application Deadline:

DEPARTMENT: Road
LOCATION: Countywide
SALARY: **Mechanic Trainee I:** Range 50 \$2,860 - \$3,478 (+ 2-1/2% tool allowance) **
Mechanic Trainee II: Range 52 \$2,997 - \$3,641 (+2-1/2% tool allowance) **
(The above monthly salary is paid over 26 pay periods annually.)

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members hired prior to January 1, 2013 (2% at 55) – Inyo County pays employee contribution of 7% for current CalPERS members; New ("PEPRA") CalPERS members hired after January 1, 2013 (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS medical plans; 100% of employee and dependent monthly premium paid for dental and vision; \$20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

ESSENTIAL JOB DUTIES: Under direction of the Shop Supervisor or Equipment Mechanic I/II, assist with the maintenance, repairs, and overhaul of gasoline and diesel-powered construction, maintenance, and automotive equipment; examine and locate mechanical defects in a wide variety of automotive, road construction, and maintenance equipment, including diesel and gasoline-powered trucks, tractors, and motor graders and report them to the supervisor; under supervision make a variety of mechanical repairs including engine tune-ups, brake replacement, electrical system repair; maintain records of time and materials used on each job; use welding equipment to fabricate, rebuild, and strengthen various equipment parts; operates a variety of vehicles and equipment.

OTHER EXAMPLES OF DUTIES: Pressure wash and clean equipment, change and balance tires, disassemble and clean parts, repair, grind, or replace worn parts; fit new parts and replace fluids and filters, change fuel pumps, carburetors, fuel injectors, governors, starting motors, and brakes; times and adjusts motors; replaces electrical wiring; replace hydraulic lifts and steering assemblies on tractors, trucks, and motor graders; replaces cutting edges and other consumable parts; performs work in the field; and related duties as assigned.

EMPLOYMENT STANDARDS

Education/Experience:

Mechanic Trainee I: High school graduate or equivalent with knowledge of automotive, and diesel powered construction equipment maintenance and operation.

Mechanic Trainee II: High school graduate or equivalent with one year of documented skilled experience in the maintenance and repair of diesel and gasoline-powered automotive, and construction equipment.

Knowledge of: Principles, methods, and practices pertaining to the operation of construction and maintenance equipment repair and maintenance shop; tools, materials, and equipment used in the maintenance, adjustment, and repair of construction and automotive equipment; principles and methods of preventive maintenance of gasoline and diesel-powered equipment; safe work practices.

Ability to: Learn basic and advanced mechanical skills; regularly use basic computer and data entry functions for time tracking, repair orders, research, and diagnostic operations; maintain accurate records and prepare reports; operate machines and tools used in automotive and heavy-duty road equipment repair and welding work; meet and maintain standards of physical endurance and agility; work cooperatively with those contacted in the course of work. Must have ability to drive for prolonged time; stand, walk, sit, twist, and carry up to 75 pounds; perform work above shoulder level. Position will include exposure to moving machinery that includes all trucks and equipment; to noises caused by heavy equipment and tools; dust, fumes, and other irritants, ambient weather conditions that include a high of 120 degrees and low of -10 degrees Fahrenheit.

Special requirements:

Mechanic Trainee I: Must possess a valid Class C operator's license, must successfully complete a pre-employment background investigation, physical examination, and drug screen.

Mechanic Trainee II: Must possess a valid Class A operator's license with tank, doubles, and air brake endorsements issued by the California Department of Motor Vehicles, **to be eligible for a Mechanic Trainee II classification;** must successfully complete a pre-employment background investigation, physical examination, and drug screen.

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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: August 6th, 2019

SUBJECT: Request to fill one vacant Deputy Sheriff position.

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy:

1. The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
3. Approve the open recruitment and hiring of one Deputy Sheriff position (Range 67SA-SC, \$4317-\$5791) and up to E step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Several months ago we had a Deputy Sheriff position become vacant due to a separation. We request your Board to authorize, pursuant to the candidate's qualifications and experience, the hiring of one qualified lateral/certified candidate up to E step or an internal/open recruitment for an entry level Deputy Sheriff position. Filling this position falls within the Sheriff's Office current authorized strength.

ALTERNATIVES:

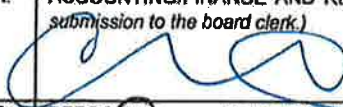

Your Board could chose not to authorize the hiring of one Deputy Sheriff position. This would increase overtime and the burden to existing personnel of covering shifts.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

This Deputy Sheriff position is included in the 2019-2020 Sheriff's Safety budget (022710).

APPROVALS	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>7/18/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date: <u>7/18/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

 _____ Date: 7/22/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Final County of Inyo Community Project Sponsorship Program payments to the Southern Inyo Hospital Salvation; the Big Pine American Legion Post #457; and the Bishop Chamber of Commerce and Visitors Bureau for successfully completing 2019 Community Project Sponsorship Program grants.

DEPARTMENTAL RECOMMENDATION: Request your Board approve a final payments from the 2018-19 Advertising County Resources Budget, 011400, to the Southern Inyo Hospital Salvation for \$833 for the 2019 SIH Salvation Show and Shine Car Show (Object Code 5511); Big Pine American Legion Post #457 for \$1,875 for the 2019 Big Pine Fishing Derby (Object Code 5524); and to the Bishop Chamber of Commerce and Visitors Bureau for \$4,261 to help host the 2019 California High School Rodeo Finals (Object Code 5586).

SUMMARY DISCUSSION: The Southern Inyo Hospital Salvation was awarded a FY 2018-19 County of Inyo Community Project Sponsorship Program Grant in the amount of \$1,667 to help sponsor the first annual Show and Shine Car Show. After contracts were finalized, 50 percent the grant funds were disbursed to the SIH Salvation group. The SIH Salvation group has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$833.50. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Big Pine American Legion Post #457 was awarded a FY 2018-19 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the 2019 Big Pine Trout Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the American Legion. The third annual Big Pine Trout Derby was held July 6, 2019, which coincided with a Free Fishing Day in California. The American Legion has provided staff with sufficient documentation for the final payment of \$1,875 (Note: the revised CPSP guidelines only require a written, final report to secure the final 25 percent funding for all CPSP Fishing Derbies). The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

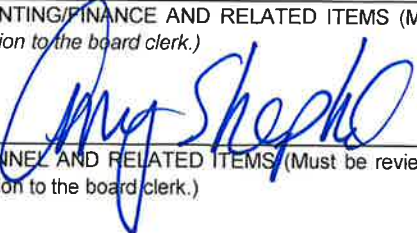
The Bishop Chamber of Commerce and Visitors Bureau was awarded a FY 2018-19, Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$8,522 to help host the 2019 California High School Rodeo Finals. After contracts were finalized, 50 percent of the grant funds were disbursed to the Bishop Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$4,261. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

ALTERNATIVES: The Board could deny the request.

OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2018-19 Advertising County Resources Budget (011400) in the Object Code noted in the Departmental Recommendation.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date _____</div>

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>7/29/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 (for Lester Chapman) Date: 7-22-19

INAUGURAL CAR SHOW REVIEW

11 MAY, 2019

SOUTHERN INYO HOSPITAL SALVATION

SOUTHERN INYO HOSPITAL SALVATION is pleased to report that our car show was a smashing success! We are grateful to Inyo County for being our first and most important sponsor. By supporting our event, you gave us courage and encouragement. Thank you.

RE: Acknowledgement of Inyo County as sponsor: Included in this packet is a copy of our newspaper advertising, as seen in the INYO REGISTER and the Ridgecrest DAILY INDEPENDENT: also included is a copy of our post-show thank you letter as printed in the INYO REGISTER.

Since this event was our first fundraiser, it was most certainly a learning experience. We feel fortunate to have done as well as we did, and will be using it as reference for future events.

In Review:

We had 38 participants who came to show off their cars. We had hoped for 100, but found that 38 was more than enough for our first time out. The dragster from Tehachapi came the furthest distance to join us. We learned that we need to have more parking space if we want to expand our car show.

We also sponsored a community rummage sale in conjunction with the car show. Feedback was that it was favorably received and that it should be a permanent part of our annual event. We hope to have more crafters next year.

We asked for feedback from participants. We learned we need to provide more food and stronger coffee. All other comments were positive and complimentary.

The local community was very supportive of our event. I think everyone had a good time. We will need to explore ways to bring in people from outside of Inyo County.

All labor was volunteered. Hospital staff and community members were most generous with their time and labor. However, we will strive to have more help next time.

We spent just under \$3000. We are hopeful that as our annual event grows, we will be able to generate more revenue each year. Included in this packet are receipts for all expenses paid.

Respectfully submitted,

A handwritten signature in cursive script that reads "Linda Tucker".

Linda Tucker

President, SOUTHERN INYO HOSPITAL SALVATION

PHONE 760-264-6926

**Big Pine American Legion
Glacier Post 457
P O Box 212
Big Pine, CA 93513**



July 22, 2019

County Administrative Officer
P.O. Drawer N
Independence, CA 93526

Big Pine Trout Derby Community Project Sponsorship Grant Awards Report

On behalf of the community of Big Pine and the Big Pine American Legion, we want to thank the Inyo County Board of Supervisors for their support of our third annual Trout Derby held on July 6, 2019 through the Community Project Sponsorship Grant Awards. The Big Pine Trout Derby sponsored by the Big Pine American Legion Glacier Post 457 and the County of Inyo is now in its third year and the number of anglers more than doubled at 127.

The day of the event is chosen to coincide with the “Free Fishing Day”. This event offered lots of raffle prizes from participating businesses in Bishop and Big Pine, and it seemed that almost everyone that showed up at the end of the day won something.

There were two age categories: Adult and Junior Anglers. with a low entry fee of only \$10. The cash prizes for Biggest Limit and for Biggest Fish in each age category was \$200. The Second-place Biggest Limit and Biggest Fish paid out \$100. The Blind Bogey was \$600 and this year it was split by 3 anglers with the winning weight of 7 ounces.

The fishing derby rules are simple: Fish anywhere in Inyo County and be back at the trout derby headquarters located at the Country Kitchen Restaurant in Big Pine for the weigh-in by 1:00 p.m.

Adult category winners at the derby on Saturday were: Mike Brode of Bishop, won Biggest Fish-Adult and Chris Valentino of Quartz Hill, Calif., won the Biggest Limit-Adult. Each won \$200. Brode also won \$100 for Second Biggest Limit in the Adult category. Dan Paulson won big last year with both Biggest Fish and Largest Limit. This year he won \$100 for Adult Second Place Biggest Fish.

Winners in the Junior category, 11-year-old Sophia Lopez won Biggest Fish and 12-year-old Quinn Paulson of Colorado, each won \$200. Paulson's younger sister, 8-year-old Larkin, won \$100 each for winning both Junior Second Place Biggest Fish and Junior Second Place Biggest Limit.

Many anglers fished the nearby Owens River just outside of Big Pine, while others fished local streams, the Big Pine Creek and Tinnemaha Reservoir. Several anglers chose to fish in the Bishop area.

The fish were biting as anglers reported success catching fish using Salmon eggs, Power Bait, Power Eggs, Nightcrawlers, and Mini jigs. Pretty much anything tried seemed to work.

The American Legion in Big Pine hopes to continue growing its numbers in future derbies. Having doubled the attendance in just three years, we would seem well on the way towards that goal.

Rick Fields



Post Commander
Big Pine American Legion Post 457

SIH Salvation gives out special thanks

I would like to take this belated opportunity to express my gratitude to each and every person who contributed to making the inaugural Southern Inyo Hospital Salvation Show and Shine Car Show the wonderful success it was. Thank you to each and every one of you who came to show off your cars. They were/are all so beautiful; it was difficult for the judges to do their job, as evidenced by the fact that the People's Choice Award was a tie. Thank you to the folks who bought space at the rummage sale. Thank you to our community for coming to our show and rummage sale. It will be even better next year. Thank you for supporting our hospital.

Thank you to our financial sponsors; Miller's Towing, Inyo County, Gardner's Hardware, Dow Villa, AltaOne Credit Union, Lee Keller; your support gives us hope for the future. Thank you to Boulder Creek for tables and chairs.

The Owens Valley Cruisers were a big hit. You guys are great, and it goes without saying that so are your cars. Wow. What a trip down Memory Lane for me, and for others too. Thank you to the dragster from Tehachapi. That was really cool. Special thanks to our local heroes Lee and Dean and Richard and Parrish.

A very special thank you to Smokey Bear for making a guest appearance, and to Battalion Chief Todd McDivit for facilitating Smokey's visit.

Thank you to Mike and Karen and their crew who fixed lunch, to Maritza and Anne and Anita and Ardis who kept everything going at the control tables, and a very special thank you to Daniel for organizing car placement and everything else you did. Thanks to Chris for being the muscle and for stepping in wherever you saw a need. Thank you to our judges, you had a very difficult job

that you performed with panache and grace.

Thank you to Karaoke Ray for music and sound system. We could not have done it without you.

Actually, we could not have

done it without each and every one of you. If I have left out anyone, please accept my sincere apology. It was certainly not intentional. I am so grateful for your outpouring of support. Thank you. Together, we

CAN make a difference. Together, we CAN! save our hospital.

Linda Tucker
President, Southern Inyo
Hospital Salvation

Inaugural

Show & Shine
(All Makes & Models)
and Rummage Sale

CAR SHOW



WHEN

Saturday, May 11, 2019

8am – 3pm

Awards at 2pm

WHERE

Southern Inyo Hospital

501 E. Locust St.

Lone Pine, CA

www.sihsalvation.org

*All Ages
Event*

**SHOW & SHINE
SIGN UP**

\$35 cash/check only

RUMMAGE SALE –

Limited Spaces (10x10)

\$20 cash/check only

Check Payable to: SIH Salvation

SPONSORS-JUDGES

- Miller's Towing
- Inyo County

Want to be a Sponsor?
Contact SIH Salvation

BENEFITING

SIH Salvation Foundation
A Non-Profit Organization

Food Plates will be
available for sale onsite.

Contact Info

Anita Sonke 775-560-7056

anita@sihsalvation.org

Daniel Smith 760-614-0194

daniel@sihsalvation.org



BIG PINE

JULY 6th
2019



TROUT DERBY

**50/50
Raffle!**

\$600 Blind Bogey

**50/50
Raffle!**

No Fishing License Required! Free Fishing Day!

*Prizes for Largest Fish ∪ Largest Limit (5 fish) ∪ Tagged Fish
Adult and Juniors categories*

*Day of the Derby, Signup 6:30-10:00am Country Kitchen, Big Pine
Early signups available at Country Kitchen! Special drawing for Early Bird entries!*

ADULTS: (13 yrs & up) \$10 CHILDREN (12 & under) FREE!

Prizes and last weigh-in at 1:00pm



Sponsored by Big Pine American Legion & County of Inyo



2019 CHSRA STATE FINALS RODEO

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



The Bishop Area Chamber of Commerce & Visitors bureau is very proud to be part of such an amazing event, and we know you feel the same! For the past fifteen years, California High School Rodeo has chosen Bishop as the site for their prestigious State Finals Championship, and thanks to our community's hard work and dedication, we have secured a new contract through 2022!

The Bishop Chamber plays a vital role in bringing CHSRA to the "Other Side of California." Inyo County CPSP Grant Funding allows us to do an excellent job in fulfilling the contractual arrangement with CHSRA. Our organization is responsible for providing lodging for judges, hosting the welcome dinner, providing t-shirts & welcome gifts for contestants, plus coordinating all volunteer ticket sellers, check-in personnel and notary public service for those going on to the National Finals Rodeo.

2019 CHSRA State Finals Rodeo Highlights

- Nearly 300 Contestant Athletes, plus families, friends & fans spent the week in Inyo County.
- Welcome Dinner was a HUGE Success - we served nearly 900 people in under one hour!
- Inyo County was recognized as a co-sponsor in several ways: local newspaper, local radio, at welcome barbecue, in rodeo program, and by logo placement on award trailers.
- Excellent support by volunteers for set-up, decorations, meal preparation, serving & clean-up, ticket sellers, check-in personnel and notary public service. 80+ volunteers provided 250 hours of volunteer service. Our volunteers are "priceless," but for the sake of demonstrating how Inyo County CPSP funds are leveraged, we estimate the value of the volunteer labor to be \$3,750 (at \$15/hr.).
- Generous discounts and donations provided by many co-sponsors helped to minimize event expenses. Most lodging for judges was donated by area hotels/motels; Erick Schat's Bakery provided bread and pastries for dinner, plus Queen's tea; all sodas, iced tea & lemonade were donated by local distributors; McDonald's provided salads. BP Distributing sold us the meat at cost. We estimate the total value of donations to be more than \$25,000 for 2019 – further demonstrating that Inyo County CPSP funds were matched with tremendous support from the local business community.

Our community solidly supports the CHSRA State Finals Rodeo and the Bishop Chamber is certainly thankful for Inyo County's continued support of the project.

Our community has done an excellent job of "rolling out the welcome mat" for these fine young athletes and their families and we are pleased to have the opportunity to continue to do so in the future.

Thank you for your continued support of this important project that is beneficial to our local economy and to the true community spirit of our region!



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Motor Pool

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Authorization to issue blanket purchase order to Inyo Mono Body Shop

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Inyo Mono Body Shop in the amount of \$15,000 from the Motor Pool Budget 200100. This PO is for Motor Pool, contingent upon the adoption of the 2019/2020 budget.

SUMMARY DISCUSSION:

Motor Pool requests authorization to open a blanket purchase order for this vendor for body repairs of Motor Pool vehicles. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

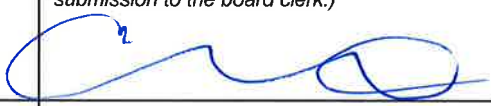
ALTERNATIVES:

Your Board could choose not to authorize the issuance of a blanket purchase order for this amount. In the event that blanket purchase order is not issued, the procedure of preparing purchase orders for the individual purchases would be used.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Motor Pool budget 200100, for the requested 2019/2020 fiscal year budget, Object Code 5171..

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eyes</u> Date <u>7/10/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Leslie L. Chapman Date: 7/12/19
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

- Consent, Departmental, Correspondence Action, Public Hearing, Scheduled Time for, Closed Session, Informational

FROM: Motor Pool

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Authorization to issue blanket purchase orders for vehicle maintenance, parts, and tires.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of a blanket purchase order for Bishop Ford, Bishop Automotive, Mr K's, and Britts Deisel, for vehicle maintenance, equipment maintenance and purchase of tires, contingent upon the adoption of the 2019/2020 budget.

Table with 2 columns: VENDOR and AMOUNT. Rows include Bishop Ford (\$40,000), Bishop Automotive Chevron (\$40,000), Mr K's (\$20,000), and Britt's Diesel (\$20,000).

SUMMARY DISCUSSION:

Both Motor Pool and Recycling Waste Management Departments utilize outside vendors to execute the preventative maintenance and repair of approximately 200 vehicles in the Motor Pool fleet and maintenance of assorted landfill equipment.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of these blanket purchase orders. In the event that the blanket purchase orders are not issued, the procedure of preparing separate purchase orders for each individual transaction would be used.

OTHER AGENCY INVOLVEMENT: None

FINANCING: Included in the Solid Waste budget 045700, Motor Pool budget 200100, and Parks budget 076900 for the requested 2019/2020 fiscal year budget, Object Codes, 5171, 5173 and 5311.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: N/A Date

AUDITOR/CONTROLLER: ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: [Signature] Date 7/10/2019

PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ N/A _____ Date _____
---------------------	---

DEPARTMENT HEAD SIGNATURE: Lislie L. Chapman Date: 7/11/19
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 19

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Authorization to issue blanket purchase order to Western Nevada Supply.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Western Nevada Supply in the amount of \$25,000. This PO is for Parks and Recreation Department, Motor Pool and Recycling Waste Management, contingent upon the adoption of the 2019/2020 budget.

SUMMARY DISCUSSION:

Inyo County Parks and Recreation requests authorization to open a blanket purchase order for this vendor for irrigation supplies throughout the Parks and campgrounds. The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases, in accordance with the County Purchasing Policy.

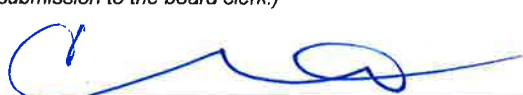
ALTERNATIVES:

Your Board could choose not to authorize the issuance of a blanket purchase order or modify the amount. In the event that blanket purchase order is not issued, the procedure of preparing purchase orders for the individual purchases would be used.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Solid Waste budget 045700, Motor Pool budget 200100, and Parks and Recreation budget 076900 for the requested 2019/2020 fiscal year budget, Object Codes 5171, 5173, 5182, 5301, 5311.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/10/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Lester L. Chap Date: 7/12/19
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 20

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Recycling Waste Management

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Authorization to issue blanket purchase orders for parts for maintenance of Landfill Equipment and parts for Motor Pool vehicles.

DEPARTMENTAL RECOMMENDATION:

Authorize the issuance of blanket purchase order to Steve's Auto Parts, Dave's Auto Parts and High Country Lumber for purchase of equipment parts, vehicle parts and small tools in the maintenance of grounds and general operating expense categories. These P.O.s are for Parks and Recreation Department, Motor Pool and Recycling Waste Management, contingent upon the adoption of the 2019/2020 budget.

<u>Vendor</u>	<u>Amount</u>
Steve's Auto Parts	\$25,000
Dave's Auto Parts	\$20,000
High Country Lumber	\$23,000

SUMMARY DISCUSSION:

Parks and Recreation, Motor Pool and Recycling and Waste Management utilize these vendors to purchase parts for maintenance and repair of equipment, maintenance of grounds. The Auditor determined that purchases made by these divisions must be accounted for against the same purchase order since these are all divisions within the Administrative Office. Therefore, the department finds it necessary to request these purchase orders with the respective vendors as described above.

ALTERNATIVES:

Your Board could choose not to authorize the issuance of a blanket purchase order or modify the amount. In the event that blanket purchase orders are not issued, the procedure of preparing purchase orders for each individual purchase would be used.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: Included in the Solid Waste budget 045700, Motor Pool budget 200100, and Parks budget 076900 for the requested 2019/2020 fiscal year budget, Object Codes 5171, 5173, 5182, 5301, 5311.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <i>[Signature]</i> Date <i>7/18/2019</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Lislie L. Chapman

Date: *7/12/19*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Risk/CAO

FOR THE BOARD MEETING: August 6, 2019

SUBJECT: California State Association of Counties (CSAC) 2019/2020 Dues

DEPARTMENTAL RECOMMENDATION:

Approve the payment of 2019/2020 California State Association of Counties (CSAC) dues in the amount of \$13,411.00.

SUMMARY DISCUSSION: CSAC's primary purpose is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. Membership is important because CSAC is a trusted broker of information about the effects of state laws on counties and helps develop and communicate policies that directly impact the programs and services provided by California's counties. CSAC communicates counties' positions to the Legislature, Governor's office, agencies, commissions, and other state bodies through testimony, letters, and meetings. Likewise, CSAC analyzes and reports to counties about important decisions made at the state and federal levels through the CSAC Bulletin, CSAC website, email alerts, and policy committee meetings. CSAC also works with the news media to present legislative priorities and builds coalitions with other interest groups. CSAC conferences, committee meetings and regional meetings provide opportunities for its members to network, set ideas, and share best practices for local government.

ALTERNATIVES: Cancel Inyo County's membership

OTHER AGENCY INVOLVEMENT: None

FINANCING: This cost will be spread between budgets 500902, 500903, and 500904, object code 5211.

APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/29/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Lislie L. Chapman Date: 7/29/19
(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: August 6, 2019

SUBJECT: Software Maintenance Agreement Renewal of the County's Enterprise Financial System.

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize 1) an increase of 2% and 2) direct payment of the invoice for the Software Maintenance Agreement between Superion and the County of Inyo for the County's ONESolution Enterprise Finance and Accounting System (formerly IFAS) for the period of July 1, 2019 through June 30, 2020, in an amount not to exceed \$42,133.41, contingent on the Board's adoption of fiscal year 2019/2020 budget.

SUMMARY DISCUSSION:

The most recent annual maintenance agreement signed by the County in 2014 ensures that basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost increases of the annual maintenance are defined in the Licensing Agreement signed by the County in 2006. "Superion reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)". Additionally, according to the Maintenance agreement signed by the County in 2014, as long as the County is more than two (2) releases behind the then-current new release, an additional surcharge of 10% is imposed. The County is in the process of upgrading to the current release of ONESolution (IFAS) with an expected go-live date by this winter.

ALTERNATIVES:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All county departments use and heavily rely upon IFAS / OneSolution to conduct daily operations.

FINANCING:

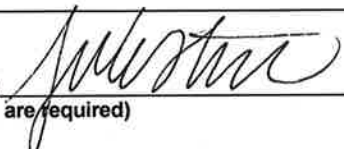
The cost of the support service renewal for the period from 07/01/2019 to 06/30/2020 is requested in the Information Services FY 2019/20 budget [011801-5177] / (Maintenance Computer Systems).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/31/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)



Date: 7/31/19

011801-5177

V005130


CENTRAL SQUARE
 TECHNOLOGIES

Invoice

Invoice No	Date	Page
238675	5/23/2019	1 of 3

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746
 www.centalsquare.com
 Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
 County of Inyo (INYO)
 Please see Linda Hickman
 DO NOT MAIL
 LAKE MARY FL 32746
 United States

Ship To
 County of Inyo (INYO)
 Attn Jean Navarro
 P.O. Box 477
 INDEPENDENCE CA 93526
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5980LG	County of Inyo		USD	Net 30	6/22/2019

Description	Units	Rate	Extended
Contract No. 27206			
1 ONESolution Cash Receipts - Annual Maintenance Fee OneSolution Cash Receipting Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$1,125.60	\$1,125.60
Contract No. INYO-3			
2 ONESolution Time Card Online - Annual Maintenance Fee OS - Time Card On-Line Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00
3 ONESolution Payroll - Annual Maintenance Fee OS - Payroll Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00
4 ONESolution Fixed Assets - Annual Maintenance Fee OS - Fixed Assets Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00
5 ONESolution Purchasing - Annual Maintenance Fee OS - Purchasing Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00
6 ONESolution Bank Reconciliation - Annual Maintenance Fee OS - Bank Reconciliation Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00
7 ONESolution Accounts Receivable - Annual Maintenance Fee OS - Accounts Receivable/Cash Receipts Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00
8 ONESolution Finance Other - Annual Maintenance Fee OS Support Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$41,007.81	\$41,007.81
9 ONESolution Accounts Payable - Annual Maintenance Fee OS - Accounts Payable Maintenance: Start:7/1/2019, End: 6/30/2020	1	\$0.00	\$0.00



CENTRAL SQUARE
TECHNOLOGIES

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
238675	5/23/2019	3 of 3

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746
www.centalsquare.com
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

Bill To
County of Inyo (INYO)
Please see Linda Hickman
DO NOT MAIL
LAKE MARY FL 32746
United States

Ship To
County of Inyo (INYO)
Attn Jean Navarro
P.O. Box 477
INDEPENDENCE CA 93526
United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
5980LG	County of Inyo		USD	Net 30	6/22/2019

Please make remittance payable to Superior, LLC

ACH / EFT:

Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@centalsquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$42,133.41
Tax	\$0.00
Invoice Total	\$42,133.41
Payments Applied	\$0.00
Balance Due	\$42,133.41



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
23

- Consent Hearing
 Departmental
 Correspondence Action
 Public
 Scheduled Time for
 Closed Session
 Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Board Resolution authorizing HHS Director Marilyn Mann to act on behalf of Inyo County in connection with the No Place Like Home (NPLH) Noncompetitive Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the NPLH Noncompetitive Allocation award.

DEPARTMENTAL RECOMMENDATION:

Request the Board approve a resolution that will authorize HHS Director Marilyn Mann to submit the documentation necessary to draw down Inyo County's \$500,000 noncompetitive county allocation for the No Place Like Home program.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On July 1, 2016, Governor Brown signed landmark legislation enacting the No Place Like Home program to dedicate up to \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons who are in need of mental health services and are experiencing homelessness, chronic homelessness, or who are at risk of chronic homelessness. The bonds are repaid by funding from the Mental Health Services Act (MHSA).

The funds will be administered to counties through both a noncompetitive and competitive allocation process to acquire, design, construct, rehabilitate, or preserve permanent supportive housing for persons who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness, and who are in need of mental health services. Inyo County is hoping to use our \$500,000 noncompetitive allocation to purchase 5 units in the 70 unit "Silver Peaks" affordable housing complex that is planned for Bishop. The complex is being built by IMACA in partnership with Visionary Development, LLC.

In return for drawing down these funds for the project, the County must commit to providing behavioral health services to the tenants, onsite or offsite, for the next 20 years. Additional details will be developed as we work through our county plan, which is due to the California Department of Housing and Community Development by February 2021.

ALTERNATIVES:

The board can decline to authorize HHS to access the noncompetitive allocation. The funds set aside for Inyo County would be moved into the competitive allocation pot and other counties could compete for those funds.

OTHER AGENCY INVOLVEMENT:

FINANCING:

<u>APPROVALS</u>	
COUNTY COUNSEL: <i>Grace Chuchla</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/22/19</u>
AUDITOR/CONTROLLER: <i>Amy Shepherd</i>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/29/19</u>
BUDGET OFFICER: <i>N/A</i>	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Meghan

Date: 7/30/19

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCEPT THE COUNTY NON-COMPETITIVE ALLOCATION AWARD UNDER THE NO PLACE LIKE HOME PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability, dated August 15, 2018 as amended on October 30, 2018 (“NOFA”), under the No Place Like Home Program (“NPLH” or “Program”) for approximately \$190 million authorized by Government Code section 15463, Part 3.9 of Division 5 (commencing with Section 5849.1) of the Welfare and Institutions Code, and Welfare and Institutions Code section 5890;

WHEREAS, the NOFA relates to the availability of Noncompetitive Allocation funds under the NPLH Program; and

WHEREAS, the County of Inyo (“County”) is a County and an Applicant, as those terms are defined in the NPLH Program Guidelines, dated July 17, 2017 (“Guidelines”)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for Inyo County does hereby determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept their NPLH Noncompetitive Allocation award, as detailed in the NOFA, up to the amount authorized by Section 102 of the Guidelines and applicable state law.

SECTION 2. That Marilyn Mann, Director of Health and Human Services, or her designee, is hereby authorized and directed to act on behalf of County in connection with the NPLH Noncompetitive Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the NPLH Noncompetitive Allocation award, and all amendments thereto (collectively, the “NPLH Noncompetitive Allocation Award Documents”).

SECTION 3. That County shall be subject to the terms and conditions that are specified in the NPLH Noncompetitive Allocation Award Documents, and that County will use the NPLH Noncompetitive Allocation award funds in accordance with the Guidelines, other applicable rules and laws, the NPLH Program Documents, and any and all NPLH Program requirements.

SECTION 4. For Projects funded under Article II of the Guidelines, that County is hereby authorized and directed to submit one or more Project applications within 30 months of the issuance of the Department’s NOFA, proposing to utilize any Noncompetitive Allocation funds awarded to the County.

SECTION 5: For Shared Housing Projects proposed under Articles III or IV of the Guidelines, if designated by the Department to administer funds for Shared Housing, the County is hereby authorized and directed to accept applications utilizing Noncompetitive Allocation funds no later than 30 months from the issuance of the Department’s NOFA.

SECTION 6. That County will make mental health supportive services available to a project’s NPLH tenants for at least 20 years, and will coordinate the provision of or referral to other services (including, but not limited to, substance use services) in accordance with the County’s relevant supportive services plan, in accordance with Welfare and Institutions Code section 5849.9 (a).

PASSED AND APPROVED this 6th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rick Pucci, Chairman of the Board

ATTEST: Clint G. Quilter,
Clerk of the Board of Supervisors

Darcy Ellis, Assistant Clerk of the Board of Supervisors

Noncompetitive Allocation Threshold Certification

I certify that the Proposed project(s) submitted by the County or to the County proposing use of NPLH Noncompetitive Allocation funds will comply with all the requirements of NPLH Guidelines under Article II, III, or IV, as applicable

Signature

Date:

Name: Marilyn Mann

Title: Director of Health and Human Services

County: Inyo County

Contact Information

Name:	Marilyn Mann			
Address:	163 May Street			
City:	Bishop	State:	CA	Zip: 93514
County:	Inyo			
Federal Tax ID Number (FEIN):	95-6005445			
Data Universal Numbering System (DUNS):				
Authorized Representative (Per Board Resolution)				
Salutation:	Ms.	Other:		
Full Name:	Marilyn Mann			
Title:	Director, Health and Human Services			
Address:	163 May Street			
City:	Bishop	State:	CA	Zip: 93514
Phone:	780-873-3305	Ext:		Fax:
Email:	mmcann@inyocounty.us			
Administrative Fiscal Representative (i.e., CFO, Accountant/Bookkeeper)				
Salutation:	Ms.	Other:		
Full Name:	Melissa Best-Baker			
Title:	Senior Management Analyst			
Address:	155 Market St PO Drawer H			
City:	Independence	State:	CA	Zip: 93528
Phone:	780-878-0232	Ext:		Fax:
Email:	mbeatbaker@inyocounty.us			



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Approve a Blanket Purchase Order to United States Postal Service for Postage

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the issuance of a blanket purchase order for Pitney Bowes in the amount of \$15,000 for postage in the Social Services Programs for FY 2019-20, contingent upon the adoption of the FY 19/20 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Social Service programs are required to mail notices to participants on a regular basis. We utilize the central print through C-IV to mail all of the required employment and eligibility program notices which uses Pitney Bowes for these mailings. In addition, our adult and children service programs need to mail court notices and reports. They utilize a Pitney Bowes postage meter that was approved through Information Services for these activities. In past years, the amount has been within the \$10,000 threshold for obtaining your Board's approval. However, we are seeing an increase in mailings and are requesting the ability to issue a blanket purchase order to cover these required costs.

ALTERNATIVES:

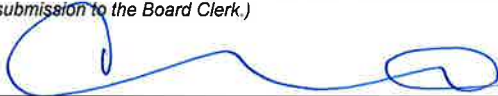

The Board could decide not to approve this request which would result in HHS being able to send out the required notifications to participants.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State and Federal dollars. This expense will be budgeted in the Social Services budget (055800) in the General Operating object code (5311). No County General Funds.

<u>APPROVALS</u>	
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>7/17/2019</u> Date:
INFORMATION SERVICES DIRECTOR:	INFORMATION SERVICES AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)</i>  Approved: <u>July 17, 2019</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/18/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Appointments to Southern Inyo Airport Advisory Committee

DEPARTMENTAL RECOMMENDATIONS:

Request the Board appoint Mr. Paul Lamos, Mrs. Lynne Bunn and Mr. Jeff Montgomery each to complete unexpired four-year terms ending June 1, 2023 to the Southern Inyo Airport Advisory Committee. *(Notice of Vacancy resulted in three requests for appointment being received from Mr. Lamos, Mrs. Bunn, and Mr. Montgomery.)*

SUMMARY DISCUSSION:

The Southern Inyo Airport Advisory Committee is comprised of eight members appointed by the Board of Supervisors. Three terms are currently filled, one term is vacant and the remaining four terms expired on June 1, 2019. The vacancies were advertised according to your Board's appointment policy, resulting in three requests for appointment being received from Mr. Paul Lamos, Mrs. Lynne Bunn and Mr. Jeff Montgomery.

ALTERNATIVES:

The Board could elect not to fill the positions. This is not recommended as the applicants have expressed interest in serving on the committee and are qualified to do so.

FINANCING:

The Airport Advisory Committee members are volunteers and receive no monetary compensation. There are no other costs to the County associated with filling the vacant position aside from the costs of advertising the vacancies.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 7/15/19

Darcy Ellis

From: Jeff Montgomery <jeffmont72@hotmail.com>
Sent: Wednesday, June 12, 2019 5:43 AM
To: Darcy Ellis
Subject: Re: Southern Inyo Airport Advisory Committee

Thank you Darcy for the information. My name is Jeff Montgomery and my family and I now live on 391 W. Bush St in Lone Pine. I am interested in the vacant position for the term ending in June 2020. Please, let me know if you need more than this email for my application to be considered. Thanks again for your time.

Respectfully, Jeff Montgomery



Jeffrey Montgomery

360-333-9212 jeffmont72@hotmail.com 391 West Bush Street Lone Pine, CA 93545

Profile

With 28 years of leadership, team building, and management experience in aviation, I continue to find inspiration in the field, and actively seek opportunities that allow me to work in proactive, productive team environments. My 20 year Navy career gave me a solid understanding of what it takes to problem solve in highly complex and challenging scenarios. I completed 5 deployments, 4 of which included combat operations in Afghanistan, Iraq, and Syria, and have over 4000 hours of tactical aircraft flight time, as well as 1000+ hours of civil flight time. My work and recreational experiences have greatly fostered my interest in Risk Management, and I embrace opportunities to learn, present, and teach on the topic.

Experience

ASSISTANT DEPUTY FOR WEAPONS SYSTEM INTEGRATION (WSI) AND DEVELOPMENTAL TEST PILOT, F/A-18 AND EA18G INTEGRATED PRODUCT TEAM AND AIR TEST AND EVALUATION SQUADRON(VX) 31 – SEPTEMBER 2016 - PRESENT

As the the Assistant Deputy to WSI, I am responsible for the oversight of multiple projects for near term and multi-year systems and weapons development. Flight test aircrew and project officer for development and test of programs supporting the F/A-18 E/F Super Hornet and EA-18G Grizzly. Both Deputy and Project Officer responsibilities include flying test flights, writing test plans, points, and detailed methods of test, and working in large, multi-site teams. Participation in multi-year developmental programs crafting next generation displays and software/firmware for high performance military aircraft.

COMMANDING AND EXECUTIVE OFFICER, ELECTRONIC ATTACK SQUADRON (VAQ) 137 – 2014-2016

Commanded a carrier based EA-18G squadron of over 180 personnel, 5 EA-18G aircraft, and all support equipment and training programs required to successfully operate a US Navy, fleet squadron. Time in command included a 1 year training for deployment period and a 9 month around-the-world deployment. 6 of the 9 months involved combat operations in the Northern Arabian Gulf supporting flights into Iraq and Syria. While in command the squadron's performance earned the honor of receiving the 2015 Battle Efficiency (Battle E) award for East Coast, aircraft carrier (CVN) based VAQ squadron of the year, the Chief of Naval Operations (CNO) 2015 Safety Award, and the Admiral Arthur W. Radford Award for best Electronic Attack squadron of 2015.

ASSISTANT DIRECTOR, NAVAL AVIATION WARFARE DEVELOPMENT CENTER – 2010-2013

Selected by Naval Aviation and community leadership to help lead the team that stood up the Airborne Electronic Attack (AEA) Weapon School (HAVOC). Responsible for the oversight and development of the academic curriculum, simulator training, and flight events associated with a bi-annual, 4 month long instruction program. Duties also included coordinating the acquisition of aircraft, maintenance support, airspace and range coordination and all other aspects required to run a top level, Navy Weapons School curriculum. Coordinated, led, and was acting Range Safety Officer (RSO) for 5 live fire, weapons events.

AVIATION DEPARTMENT HEAD, ELECTRONIC ATTACK SQUADRON 131, – 2007-2010

Head of Operations for Navy flight squadron while deployed and ashore. Operations officer for 15 month period that included a 7 month deployment in support of combat operations in Afghanistan and Iraq. Responsible for the accurate spending of a \$7.4 million annual, fiscal budget to within 1% of the annual, fiscal grant while ensuring 100% flight hour execution. Oversaw a 10 aircraft live fire missile shoot supporting a Jammer Technique Optimization (JATO) and Commander, Electronic Attack Pacific (CVWP) weapons system test.

AVIATION TACTICS INSTRUCTOR AND EVALUATOR, ELECTRONIC ATTACK SQUADRON 139 – 2006-2007

Training Officer for EA-6B squadron. Responsible for teaching tactics for AEA and evaluating squadron aircrew in Prowler Weapons and Tactics training events. Participated in 3 month surge deployment to western Pacific and south China Sea.

FLEET TRAINING AND AIRCRAFT CARRIER LANDING INSTRUCTOR AND EVALUATOR, ELECTRONIC ATTACK SQUADRON 129 – 2003-2006

Fleet Replenishment Squadron instructor with primary focus on teaching Carrier Qualification (CQ) to new EA-6B aviators. CQ phase head instructor responsible for the qualification of 30 Navy and Marine Corp aviators while directing 7 mishap-free CQ detachments. Naval Air Training and Operating Procedures Standardization (NATOPS) evaluator responsible for teaching and evaluating fleet squadron NATOPS programs.

MAINTENANCE DEPARTMENT DIVISION OFFICER AND TACTICS INSTRUCTOR AND EVALUATOR, ELECTRONIC ATTACK SQUADRON 141 – 2000-2003

NATOPS officer and Line Division Officer for fleet EA-6B squadron. Selected as 1 of 2 junior officers in the command for the NATOPS Instructor qualification and the Prowler Tactics Instructor (PTI) course. Taught and evaluated squadron tactics and training. Deployed during 11 September 2001, and involved in first combat missions into

Afghanistan. Surge deployed in 2003 and lead Suppression of Enemy Air Defense (SEAD) strikes on initial flights into Iraq and first month of major combat operations.

CIVILIAN FLIGHT INSTRUCTOR – FEBRUARY TO SEPTEMBER 1996

Civilian Flight Instructor for Fixed Base Operator (FBO) at Mesa Airport, AZ. Instructed single engine Private thru Commercial and Instrument ratings. Instructed ground school for Private thru Commercial and Instrument flight ratings.

INTERN PILOT FOR PART 135 CONTRACT OPERATOR - JUNE 1995 TO JANUARY 1996

Flew Cessna 340, 404, 414, and 414A for Part 135 "Flying A" charter service. Contracted flying for mining corporation with service into New Mexico, Arizona, Nevada, and Texas. Primary service was into uncontrolled, civil airfields in remote locations. 460 multi-engine flight hours and Part 135 experience achieved in 8 month period.

Education

Arizona State University, Tempe, AZ - Aeronautical Management Technology(Professional Flight), BS - 1995

USN Test Pilot School Short Course - Test and Evaluation - 2017

Defense Acquisition University - Test and Evaluation Level 2 accreditation - 2019

Defense Acquisition University - Program Management Level 2 accreditation - 2019

Skills, Qualifications, and activities

Category A, B and C approved test aircrew. (B and C test events involve increased risk up to and including the possibility of loss of aircraft)

Functional Check Flight and Safety of Flight qualified.

Airwing Strike Lead, AEA and SEAD element lead, Growler and Prowler Tactics Instructor.
Wing and Training qualified LSO.

5 carrier deployments with 4 deployments involving combat operations in Iraq,
Afghanistan and Syria. Over 650 carrier arrested landings.

Current military aviation, flight physical (class 1 comparable) with no waivers.

Current TS/SCI

Over 1000 hours of civil flight time. Commercial, multi-engine, sea-plane and instrument
ratings. Certified Flight Instructor/Instrument(CFI) qualified. Tailwheel endorsement.
Glider towplane endorsement. Both dual and solo glider experience.

Personal Interests

Avid endurance athlete and outdoor adventurer. 2000 Boston Marathon Finisher with 2:57
completion time. Finisher of 2012 Furnace Creek 508 ultra-distance bike race in 43 hours.
Finisher of 2004 Lake Placid Ironman in 11:28. Regular involvement in 100 plus mile bike
rides. Back-country skier with experience teaching and presenting to avalanche awareness
and avalanche training courses on the topic of Risk and Risk Management.

Lynne Bunn
P.O. Box 161
Lone Pine, CA 93545

June 5, 2019

Inyo County Board of Supervisors
P.O. Drawer N
Independence CA 93526

Dear Members of The Board:

This letter is my request to be re-appointed to the Southern Inyo Airport Advisory Committee to complete a four-year term ending June 1, 2023.

Sincerely,


Lynne Bunn

RECEIVED
2019 JUN 10 PM 12:56
INYO COUNTY
ADMINISTRATIVE
SERVICES DEPARTMENT

Paul Lamos
625 Alabama Drive
Lone Pine CA 93545

June 6, 2019

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

Re: Southern Inyo Airport Advisory Committee

Dear Ms. Darcy Ellis:

I am currently serving on the Southern Inyo Airport Advisory Committee, however, my term expires June 1, 2019.

Please consider me for reappointment for the four year term ending June 1, 2023.

My qualifications (or lack thereof) have not changed, I am still a member of the Lone Pine Fire Department and I do vacation during the time of at least one meeting in the fall (October).

Best Regards,


Paul Lamos

Paul Lamos
Cell 614-0309
lonepinepaul@gmail.com

RECEIVED
2019 JUN 10 PM 12:56
INYO COUNTY
ADMINISTRATIVE
CLERK OF SUPERVISORS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 26

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: 1 AUG - 6 2019

SUBJECT: Adoption of the plans and specifications for the Onion Valley Road Permanent Restoration Project, and authorization to advertise for bids.

DEPARTMENTAL RECOMMENDATIONS: Request your Board to:

1. Adopt the plans and specifications for the Onion Valley Road Permanent Restoration Project; and
2. Authorize the Public Works Director to advertise for bids for the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This construction project includes the Permanent Restoration of the Onion Valley Road which was damaged during the runoff of Spring 2017. The work consists of reconstruction of approximately 500 feet of the road including replacement of underdrain infrastructure, reconstruction of the roadway and ditches, and removal of debris in existing drainage facilities (i.e. culverts, ditches, and drain pipe).

This project has been approved for \$626,125 in funding under the California Disaster Assistance Act (CDAA-2017-11: Inyo/Mono Snowmelt, DSR 3603). The project completion date was extended to October 3, 2019 following a request to the Office of Emergency Services by Inyo County Public Works.

ALTERNATIVES:

Your Board could direct the Public Works Department to make changes to the Plans and Specifications or decide not to advertise the project. This is not recommended as the State has already approved the project, and utilizing state funding will allow the county to perform complete restoration of the underdrain systems rather than just repair the damaged asphalt.

OTHER AGENCY INVOLVEMENT:

County Counsel to review and approve contract documents.

FINANCING: The cost for the construction will be paid through budget unit 034600: Road, object code 5712: Construction in Progress. This project is State of California reimbursable at 75%; the remaining 25% will be covered by Inyo County Road Department SB-1 funds.

APPROVALS

COUNTY COUNSEL:

Grace Church

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: yes Date 7/22/19

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Approved: N/A Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Michael [Signature]

Date: 7/24/19

NOTICE INVITING BIDS FOR

Onion Valley Road Storm Damage Repair Project

Onion Valley Road, Independence, CA

August 2019

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT**

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for the:

Onion Valley Road Storm Damage Repair Project

The project location is briefly described below:

This project includes restoration on Onion Valley Rd due to storm damage sustained in Spring 2017. The project is located on Onion Valley Rd. located approximately 12.8 miles west of the intersection with Highway 395 and 650 yards east of the Onion Valley Campground, at approximately 9,100 feet above mean sea level (ft amsl). The nearest town is Independence, CA.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$30.00 will be charged for each Bid Package.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*. The Bid Package is also available for inspection at the department offices during regular business hours. Bid Packages are also available for download at the County of Inyo website at www.inyocounty.us.

Bidders must register as plan holders with Inyo County Public Works Department to be able to submit a bid. Bidders who fail to notify the County that they are plan holders may not be informed of the issuance of any addenda. If the County issues any addenda to the bid packages that are not acknowledged by the bidder, the bid proposal may be rejected.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the project title:

Onion Valley Road Storm Damage Repair

To be considered, **bids must be received by the assistant clerk to the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on Aug 28th, 2019** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modifications will be accepted.

General Work Description:

The Onion Valley Road Storm Damage Repair Project consists of the following elements:

- Over-excavating and rebuilding the roadway, underdrain system, and ditches (including sub-base, class II base, class I permeable material, and asphalt per the specifications and Drawings).
- Clean culverts, culvert entrances/discharges, and existing underdrain infrastructure to remain.

The operations will require construction area signs, the implementation of a traffic control plan, and the preparation and implementation of a Water Pollution Control Plan. The applicant must perform, place, construct or install other items and details not mentioned here as shown on the plans, and as described in the special provisions and Standard Specifications.

Bids shall conform to and be responsive to the contract documents, which include the notice inviting bids, bid proposal forms, contract and bond forms, *Inyo County Standard Specifications and Standard Plans*, dated 2015, *Department of Transportation Standard Specifications and Standard Plans*, dated 2015, special provisions, project plans, and current edition of the *Manual of Uniform Traffic Control Devices*, and any other documents incorporated therein by reference. Bids are required for the entire work described in the contract documents. Each bid must be submitted on the bid proposal forms furnished as part of the bid package.

General requests for information, such as how to order bid packages, engineer's estimate, plan holders list, bid results or summaries, subcontractor lists, or similar information should be directed to the receptionist at the Inyo County Public Works Department at 760-878-0201.

Technical questions related to engineering, site conditions, materials, construction methods, or testing should be directed to Jake Trauscht of Inyo County Public Works at jtrauscht@inyocounty.us or 760-878-0204.

All Requests for Information (RFI) must be submitted by 5:00 p.m. on August 21, 2019. Submit RFIs by fax (760-878-2001 Attn: Jake Trauscht) or by email to jtrauscht@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.

An optional job walk for this project has been scheduled for August 19, 2019 at 10:30 am, at the parking/staging area to the south of the road damage. The bidder shall RSVP to this bid walk by August 16, 2019. If unable to attend on this date, bidders are encouraged to visit the site at their convenience prior to preparing their bid.

Each bid must be accompanied by a cashier's check, a certified check, or a bidder's bond from an admitted corporate surety on the form provided in the bid package, in an amount not less than 10% of the amount of the bid, and made payable to the County of Inyo. The check or bidder's bond shall be given as security that the bidder will enter into the contract with the county and furnish the required labor and materials payment bond, faithful performance bond, certificates of insurance, or other required documents, if the bid is accepted. The check or bond will be forfeited to the county if the bidder fails to timely enter into said contract or furnish the required bonds, certificates of insurance, or other required documents. The check or bidder's bond may be retained by the county for sixty (60) days or until the contract is fully executed by the successful bidder and the county, whichever occurs first.

The basis of contract award will be the responsive, low-bid amount indicated for the scope of work.

The successful bidder shall be required to furnish a faithful performance bond and a labor and materials payment bond on the forms provided in the bid package in the amount of 100% of the maximum contract amount.

The contractor, subcontractor, or the sub-recipient of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract.

The contract is subject to, and incorporates by reference, the provisions of **Public Contract Code Section 22300**, pursuant to which the contractor is permitted to substitute securities for earned retentions or have them placed in escrow at the contractor's expense.

The contract is also subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code Section 12990, et seq.**

Pursuant to **Section 1773 of the Labor Code**, to which this contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled *General Prevailing Wage Rates*. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

The bidder and all subcontractors must be licensed as required by law at the time the bid is accepted and the contract is awarded. The bid will not be accepted nor a contract awarded without proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is Class A or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1 of the Inyo County Standard Specifications, dated 2015.

Each bidder must supply all the information required by the contract documents, special provisions and the standard specifications.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Bid Protest: In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

- A. Appeal must be in writing.
- B. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- C. An appeal of a denial of award can only be brought on the following grounds:
- D. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
- E. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- F. A violation of State or Federal law.
- G. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Emma Bills
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

County of Inyo
Public Works Department

Michael Errante, P.E.
Acting Director of Public Works

Dated: August 2019

BID PACKAGE



FOR CONSTRUCTION ON COUNTY ROADS IN INYO COUNTY

Onion Valley Road Storm Damage Repair Project

Onion Valley Road, Independence, CA

**FOR USE IN CONNECTION WITH THE STATE FUNDED CONSTRUCTION
PROJECT ADMINISTERED UNDER THE STANDARD PLANS AND STANDARD
SPECIFICATIONS, DATED 2015, OF THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION, AND GENERAL PREVAILING WAGE RATES AND LABOR
SURCHARGE AND EQUIPMENT RENTAL RATES**

PROJECT NUMBER TR-17-038

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Onion Valley Road Storm Damage Repair Project

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NOTICE INVITING BIDS FOR

Onion Valley Road Storm Damage Repair Project

Onion Valley Road, Independence, CA

August 2019

**COUNTY OF INYO
PUBLIC WORKS DEPARTMENT**

NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for the:

Onion Valley Road Storm Damage Repair Project

The project location is briefly described below:

This project includes restoration on Onion Valley Rd due to storm damage sustained in Spring 2017. The project is located on Onion Valley Rd. located approximately 12.8 miles west of the intersection with Highway 395 and 650 yards east of the Onion Valley Campground, at approximately 9,100 feet above mean sea level (ft amsl). The nearest town is Independence, CA.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans may be obtained from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, Telephone (760) 878-0201. A non-refundable fee of \$30.00 will be charged for each Bid Package.

To expedite shipping, fax to (760) 878-2001 a copy of (1) your mailed check, (2) your bidder contact information, and (3) your FedEx number for shipping. Checks are to be made out to *Inyo County Public Works Department*. The Bid Package is also available for inspection at the department offices during regular business hours. Bid Packages are also available for download at the County of Inyo website at www.inyocounty.us.

Bidders must register as plan holders with Inyo County Public Works Department to be able to submit a bid. Bidders who fail to notify the County that they are plan holders may not be informed of the issuance of any addenda. If the County issues any addenda to the bid packages that are not acknowledged by the bidder, the bid proposal may be rejected.

Bids must be delivered in a sealed envelope clearly marked thereon with the bidder's name and address, the word BID, and the project title:

Onion Valley Road Storm Damage Repair

To be considered, **bids must be received by the assistant clerk to the Inyo County Board of Supervisors, 224 N. Edwards Street (mailing address: P.O. Box N), Independence, CA 93526 at or before 3:30 P.M., on Aug 28th, 2019** at which time they will be publicly opened and read. No oral, email, telephone, or fax proposals or modifications will be accepted.

General Work Description:

The Onion Valley Road Storm Damage Repair Project consists of the following elements:

- Over-excavating and rebuilding the roadway, underdrain system, and ditches (including sub-base, class II base, class I permeable material, and asphalt per the specifications and Drawings).
- Clean culverts, culvert entrances/discharges, and existing underdrain infrastructure to remain.

The operations will require construction area signs, the implementation of a traffic control plan, and the preparation and implementation of a Water Pollution Control Plan. The applicant must perform, place, construct or install other items and details not mentioned here as shown on the plans, and as described in the special provisions and Standard Specifications.

Bids shall conform to and be responsive to the contract documents, which include the notice inviting bids, bid proposal forms, contract and bond forms, *Inyo County Standard Specifications* and *Standard Plans*, dated 2015, *Department of Transportation Standard Specifications* and *Standard Plans*, dated 2015, special provisions, project plans, and current edition of the *Manual of Uniform Traffic Control Devices*, and any other documents incorporated therein by reference. Bids are required for the entire work described in the contract documents. Each bid must be submitted on the bid proposal forms furnished as part of the bid package.

General requests for information, such as how to order bid packages, engineer's estimate, plan holders list, bid results or summaries, subcontractor lists, or similar information should be directed to the receptionist at the Inyo County Public Works Department at 760-878-0201.

Technical questions related to engineering, site conditions, materials, construction methods, or testing should be directed to Jake Trauscht of Inyo County Public Works at jtrauscht@inyocounty.us or 760-878-0204.

All Requests for Information (RFI) must be submitted by 5:00 p.m. on August 21, 2019. Submit RFIs by fax (760-878-2001 Attn: Jake Trauscht) or by email to jtrauscht@inyocounty.us. The County of Inyo will not respond to any RFIs submitted after that time.

An optional job walk for this project has been scheduled for August 19, 2019 at 10:30 am, at the parking/staging area to the south of the road damage. The bidder shall RSVP to this bid walk by August 16, 2019. If unable to attend on this date, bidders are encouraged to visit the site at their convenience prior to preparing their bid.

Each bid must be accompanied by a cashier's check, a certified check, or a bidder's bond from an admitted corporate surety on the form provided in the bid package, in an amount not less than 10% of the amount of the bid, and made payable to the County of Inyo. The check or bidder's bond shall be given as security that the bidder will enter into the contract with the county and furnish the required labor and materials payment bond, faithful performance bond, certificates of insurance, or other required documents, if the bid is accepted. The check or bond will be forfeited to the county if the bidder fails to timely enter into said contract or furnish the required bonds, certificates of insurance, or other required documents. The check or bidder's bond may be retained by the county for sixty (60) days or until the contract is fully executed by the successful bidder and the county, whichever occurs first.

The basis of contract award will be the responsive, low-bid amount indicated for the scope of work.

The successful bidder shall be required to furnish a faithful performance bond and a labor and materials payment bond on the forms provided in the bid package in the amount of 100% of the maximum contract amount.

The contractor, subcontractor, or the sub-recipient of subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract.

The contract is subject to, and incorporates by reference, the provisions of **Public Contract Code Section 22300**, pursuant to which the contractor is permitted to substitute securities for earned retentions or have them placed in escrow at the contractor's expense.

The contract is also subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code Section 12990, et seq.**

Pursuant to **Section 1773** of the **Labor Code**, to which this contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled *General Prevailing Wage Rates*. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations, are referenced, but not printed, in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

The bidder and all subcontractors must be licensed as required by law at the time the bid is accepted and the contract is awarded. The bid will not be accepted nor a contract awarded without proof of the contractor's current registration pursuant to Section 1725.5 of the Labor Code. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. The contractor license classification required for this project is Class A or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the contract documents. In addition, the bidder, if a joint venture, must have a current joint venture license at the time of award of the contract in accordance with **Business and Professions Code Section 7029.1**.

The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Registrar of Contractors verifies to the County that the records of the Contractors' State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Inyo County reserves the right at any stage of these proceedings to reject any or all bids or to waive any immaterial defect in any bid if it is deemed to be in the best interest of the County.

The meanings of words used in this notice inviting bids are the same as those set forth in Section 1 of the Inyo County Standard Specifications, dated 2015.

Each bidder must supply all the information required by the contract documents, special provisions and the standard specifications.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Bid Protest: In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

- A. Appeal must be in writing.
- B. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- C. An appeal of a denial of award can only be brought on the following grounds:
- D. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
- E. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- F. A violation of State or Federal law.
- G. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Emma Bills
County of Inyo
Purchasing Department
224 N. Edwards St.
Independence, CA 93526

County's Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

County of Inyo
Public Works Department



Michael Errante, P.E.
Acting Director of Public Works

Dated: August 2019

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BID PROPOSAL FORMS FOR

Onion Valley Road Storm Damage Repair Project

Onion Valley Road Storm Damage Repair Project, Independence, CA

Project Number TR-17-038

August 2019

BID PROPOSAL FORM

To: COUNTY OF INYO
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, California 93526
(Herein called the "Owner")

From: _____

(Herein called the "Contractor").

**FOR: ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT
PROJECT NO. TR-17-038
(Herein called "Project")**

Bids will be opened at 3:30 P.M., on August 28, 2019 at the assistant clerk to the Inyo County Board of Supervisor's office, 224 N. Edwards Street, Independence, CA 93526.

This bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the contract documents for the Project. The bidder must submit a total bid for all of the items included in the bid schedule.

In submitting this bid, it is understood that:

1. The notice inviting bids; these bid proposal forms; the contract and bond forms; the special provisions; the Department of Transportation Standard Plans, dated 2015; the Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these bid proposal forms, are referred to collectively as the contract documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.
2. The contract for Project requires the contractor to deliver a complete and finished asphalt roadway reconstruction and additional associated work (i.e. subsurface drainage system and debris clearing). Anything necessary to complete this work properly and in accordance with the law and lawful governmental regulations, shall be performed by the contractor, whether set out specifically in the contract documents or not.
3. The contractor, if it's or his/her bid is accepted, will furnish the required bonds and certificates of insurance and other required documents as described in the contract documents.

In submitting this bid, the contractor has familiarized itself or himself/herself with the bid package which includes the notice inviting bids; the bid proposal forms; the contract and bond forms; the special provisions; the Inyo County Standard Specifications and Plans, dated 2015, the Department of Transportation Standard Plans, dated 2015, Department of Transportation Standard Specifications, dated 2015; the current edition of the Manual of Uniform Traffic Control Devices, and the project plans. Contractor further agrees in submitting this bid to perform all the work in accordance with the contract documents within **45 working days** as required in **Section 8-1.05, "TIME"** of the special provisions. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

Attached as a part of this bid is a bid bond from an admitted corporate surety on the form provided in the bid package (), or a certified or cashier's check (), in an amount not less than 10% of the amount of the bid submitted, either of which it is agreed, pursuant to the notice inviting bids and the bid proposal forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the contract, or furnish the required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receiving the contract documents.

Also attached as a part of this bid is the bid proposal form; bid item list; designation of subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; non-collusion affidavit; Contractor's Labor Code Certification; and either (a) cashier's or certified check form or (b) bid bond form. These documents have been completed and signed as required on the forms provided in the bid package. The bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration that is contained in these documents, and bidder's promise to perform and abide by the terms of these documents.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the labor code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the labor code at the time the contract is awarded.

The meanings of words used in these bid proposal forms are the same as set forth in **Section 1-1.02, "Definitions and Terms"** of the special provisions relating to this project.

ACCEPTANCE:

The owner reserves the right to reject this bid. However, this bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days from the date set for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) calendar days after the date set for its opening, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the contract, bonds, certificates of insurance, and other required documents, to the owner within eight (8) working days, not including Saturdays, Sundays, and legal holidays, after receipt of the notification of acceptance of this bid (notification of award of contract).

The bidder shall set forth for each unit basis item of work an item price and a total for the item; and for each lump sum item, a total for the item; all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item. The amount of the bid for comparison purposes will be the total of all items listed in the base bid schedule.

In case of discrepancy between the item unit price and the total set forth for a unit basis item, the item price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as an item price is unreadable or otherwise unclear, or is omitted, or is the same amount as the entry in the item "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the unit price thus obtained shall be the item price.
- (b) (Decimal Errors) If the product of the entered item price and the estimated item quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered item total, the discrepancy will be resolved by using the entered item price or item total, whichever most closely approximates percentage-wise the item price or item total in the engineer's estimate.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the contract and bond forms, and the plans therein referred to; and he/she proposes, and agrees if this proposal is accepted, that he/she will contract with the County of Inyo, on the contract form provided in the bid package, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the engineer as therein set forth; and that he/she will take in full payment therefore the following item prices:

**BID ITEM LIST
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT**

PROJECT NO. TR-17-038

BIDDER'S COMPANY NAME: _____

ABBREVIATIONS: LF = LINEAR FOOT HMA = HOT MIX ASPHALT
 SF = SQUARE FEET CY = CUBIC YARD
 LS = LUMP SUM SY = SQUARE YARD

ITEM NO.	DESCRIPTION	UNIT MEAS	EST. QUAN	ITEM PRICE	TOTAL DOLLARS
1	MOBILIZATION	LS	1	\$	\$
2	WPCP PREPARATION AND IMPLEMENTATION	LS	1	\$	\$
3	CONSTRUCTION STAKING	LS	1	\$	\$
4	CONSTRUCTION AREA SIGNS	LS	1	\$	\$
5	TRAFFIC CONTROL	LS	1	\$	\$
6	ROADWAY EXCAVATION AND DISPOSAL (INCLUDES SAWCUT AND REMOVAL OF ASPHALT AND UNDERDRAIN INFRASTRUCTURE)	CY	1,260	\$	\$
7	HMA TYPE A (STANDARD) PG 64-28 3/4", 4" THICK	TON	253	\$	\$
8	FILTER FABRIC (CLASS I TYPE B)	SQYD	2,950	\$	\$
9	ASPHALT TREATED PERMEABLE BASE	CY	716	\$	\$
10	PERMEABLE BASE (CLASS I TYPE B 1 1/2")	CY	60	\$	\$
11	CLASS II BASE MATERIAL (3/4")	CY	187	\$	\$
12	6" PERFORATED PLASTIC PIPE (PE OR PVC)	LF	531	\$	\$
13	6" PLASTIC PIPE (PE OR PVC)	LF	35	\$	\$
14	6" PLASTIC WYE	LS	2	\$	\$
15	6" TEE	LS	1	\$	\$
16	6" RODENT SCREEN	LS	2	\$	\$
17	8" RODENT SCREEN	LS	1	\$	\$
18	6" PLASTIC TO 8" CMP GASKET/REDUCER	LS	1	\$	\$
19	6" END CAP	LS	6	\$	\$

20	CULVERT AND 8" CMP CLEANOUT	LS	1	\$	\$
----	--------------------------------	----	---	----	----

TOTAL BID (IN NUMBERS)

TOTAL BID (IN WORDS)

REVIEWED AND CHECKED BY:

(For County Use)

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within forty five (45) working days as required by **Section 8-1.05** of the Special Provisions.

BID SECURITY:

The required ten percent (10%) Bid Security for this bid is attached in the form of:
(Note: Check and complete one of the following items)

() Bid bond issued by _____,
an admitted corporate surety on the form provided in the bid package.

() Certified/cashier's check No. _____ issued by _____

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

(Fill in addendum numbers and dates addenda have been received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

BIDDER'S BUSINESS INFORMATION:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary treasurer, and manager thereof; if a co-partnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full.

A. Individual (), Partnership (), Joint Venture (): Corporation (): Limited Liability Company (LLC) ()

Personal Name: _____

Business Name: _____

Address: _____

_____ Zip Code _____

Telephone: (_____) _____

Federal Identification No. _____

Contractor's License No. _____, State of _____, Type _____

License Expiration Date _____

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

(Signature of Authorized Person)

(Title)

(Printed Name)

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity.

If no subcontractors are to be employed on the project, enter the word "NONE".
(Use additional pages if necessary)

BID ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.	LICENSE TYPE AND NUMBER

 (Signature of Authorized Person)

 (Title)

 (Printed Name)

 (Date)

**PUBLIC WORK - PREVAILING WAGE JOB
(SB 854) Labor Code Section 1725.5
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT**

This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Listed subcontractors must be registered with the Department of Industrial Relations Website. Pursuant to SB 854, the DIR registration number of each subcontractor must be identified and failure to identify this number could categorize your proposal as non-responsive. In addition, Inyo County reports all public works contracts to the DIR within 5 days of the contract award date.

The County has contracted for the following project:

ONION VALLEY STORM DAMAGE REPAIR PROJECT

This is notice that contractor/s and subcontractor/s must register with the California Department of Industrial Relations (DIR) and that:

- **This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**
- **No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].**
- **No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.**
- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).**

Contractors must list any Subcontractors they intend to use for the Project:

Contact Name _____ Phone # _____
Company Name _____ Fax # _____
Address _____
Contractors License Number _____ Registration # _____
Worker Classification/s _____

Contact Name _____ Phone # _____
Company Name _____ Fax # _____
Address _____
Contractors License Number _____ Registration # _____
Worker Classification/s _____

Contact Name _____ Phone # _____
Company Name _____ Fax # _____
Address _____
Contractors License Number _____ Registration # _____
Worker Classification/s _____

Contact Name _____ Phone # _____
Company Name _____ Fax # _____
Address _____
Contractors License Number _____ Registration # _____
Worker Classification/s _____

Contact Name _____ Phone # _____

Onion Valley Road Storm Damage Repair Project

Bid Forms

Company Name _____ Fax # _____
 Address _____
 Contractors License Number _____ Registration # _____
 Worker Classification/s _____

Contact Name _____ Phone # _____
 Company Name _____ Fax # _____
 Address _____
 Contractors License Number _____ Registration # _____
 Worker Classification/s _____

(Use additional paper as necessary to list ALL subcontractors)

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.

Contractors shall promptly notify the County in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work.

Contractors will post a copy of the determination of prevailing rates at the job site/s.

If the contract totals \$30,000 or more and requires 20 or more working days, the prime contractor will comply with and be responsible for compliance with all applicable provisions of Labor Code section 1777.5 for all apprenticeable occupations.

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The County requires hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic reporting required by the DIR).

By signing below the contractor attests that he has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he is an owner, officer, or other duly authorized representative of the firm; that he and each of his subcontractors is registered with the California DIR; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

Representative Signature _____ Date _____
 Print Name & Title _____
 Company Name _____ Phone # _____
 Address _____ Fax # _____
 Contractors License Number _____ Fed. Employer or Soc. Sec # _____
 Worker Classification/s _____

The contractor may also be required to furnish certificate/s of liability and/or workers compensation insurances.

Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement of prevailing wage laws are available on the Department of Industrial Relations website at: <http://www.dir.ca.gov/dlse/dlsepublicworks.html>.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT

In conformance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT

In conformance with **Public Contract Code Section 10162**, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT

In conformance with **Public Contract Code Section 10232**, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Name and Title of Signer)

Signature

Date

Company Name _____

Business Address _____

CONTRACTOR'S LABOR CODE CERTIFICATION
(Labor Code Section 3700 et seq.)
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT

I am aware of the provisions of **Section 3700** and following of the labor code which requires every employer to be insured against liability for worker's compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____ **(Name and Title of Signer)**

_____ **Signature**

_____ **Date**

Company Name _____

Business Address _____

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Name and Title of Signer)

Signature **Date**

Company Name _____

Business Address _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT

CASHIER'S OR CERTIFIED CHECK

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[]

ATTACH CHECK HERE

[]

Bidder (print name): _____

ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT

PROJECT NO. TR-17-038

**BID BOND
(BID PROPOSAL GUARANTEE)**

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ as Principal, and
(Name of Bidder)

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of _____ dollars (\$ _____)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **Onion Valley Road Storm Damage Repair Project**, in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said county, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the county that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this _____ day of _____, 20 ____.

Principal

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

Surety

(SEAL) By _____
(Name & Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)
224 North Edwards Street, P.O. Box N
Independence, California 93526

CONTRACT AND BONDS

FOR

ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT
Independence, CA

Includes:

Inyo County Standard Contract No. 147
Faithful Performance Bond
Labor and Material Bond

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$ _____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: _____
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

17. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.
18. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. **TERMINATION.** This Contract may be terminated for the reasons stated below:
- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
 - b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
 - c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.
20. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision.
21. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
22. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

24. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)
and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of _____ dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated _____, 20____, entered into an Contract with the County for the Construction of the _____ PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 _____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of _____ dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, 20 _____, entered into an Contract with the County for the construction of the _____ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

SPECIAL PROVISIONS

FOR

ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT
Independence, CA

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ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT
PROJECT NO. TR-17-038
SPECIAL PROVISIONS
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**INYO COUNTY PUBLIC WORKS DEPARTMENT
ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT
Project Number TR-17-038**

SPECIAL PROVISIONS

DIVISION 1 – GENERAL PROVISIONS

SECTION 1: GENERAL

1-1.01 GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the Inyo County Standard Specifications and Standard Plans, dated 2015, the California Department of Transportation Standard Specifications and Standard Plans, dated 2015, and the current Manual of Uniform Traffic Control Devices, insofar as the same may apply, and in accordance with the following Special Provisions. Copies of the Inyo County Standard Plans and Standard Specifications may be obtained on the Inyo County website under Public Works (www.inyocounty.us/county_directory.htm), the Caltrans Standard Plans and Standard Specifications and the Manual of Uniform Traffic Control Devices may be obtained from the Department of Transportation. Copies are also available for review at the Inyo County Road Department.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specification is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revisions shall take precedence over and be used in lieu of the conflicting portions.

1-1.07 DEFINITIONS

All definitions and terms in **Section 1-1.07B, "Glossary,"** of the Standard Specifications shall apply, except whenever the following terms or pronouns are used, the intent and meaning shall be as follows:

- a) Admitted Surety Insurer, Corporate Surety: A corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code.
- b) Bid Book: The Bid Package as described below.
- c) Bid Package: The Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Department of Transportation Standard Specifications, dated 2010, Department of Transportation Standard Plans, dated 2010, Special Provisions, and Plans obtained from Owner or Owner's agent and relating to this project.

- d) Bid Proposal: The written offer of a bidder to perform the specified work in accordance with the Contract Documents, made out on the Bid Proposal forms furnished by the County of Inyo.
- e) Days, Calendar Days: Unless otherwise specified, days, or calendar days, means each and every day shown on the calendar, Saturdays, Sundays and holidays included.
- f) Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the Owner and Contractor which amend or change the Contract, including but not limited to, contract change orders. These documents are identified in the Contract as component parts.
- g) Contractor: Party awarded bid contract by owner.
- h) County: The County of Inyo, State of California. See also "Owner."
- i) Department: The Department of Public Works (Roads) of the County of Inyo.
- j) Director: The Director of Public Works of the County of Inyo.
- k) Department of Transportation: The Department of Public Works (Roads) of the County of Inyo, also referred to as the County; except, where Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation.
- l) Engineer: The Director of Public Works of the County of Inyo, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- m) Laboratory: The Laboratory of the Department of Public Works (Roads) or other laboratories authorized by the Department of Public Works (Roads) of the County of Inyo to test materials and work involved in the Contract.
- n) Owner: The County of Inyo, State of California.
- o) Manual of Uniform Traffic Control Devices: The current State of California Department of Transportation publication entitled *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) administered by the Federal Highway Administration.
- p) Project: The erection, construction, alteration, repair or improvement of any structure, building, road, or other type improvement of any kind, which is required directly or indirectly by the Contract.
- q) State: State of California.
- r) **State Contract Act: Chapter 1, Division 2 of the Public Contract Code.** This contract is not subject to the provisions of this Act, except for language of said act that is specifically incorporated into this Contract by reference.
- s) Working Days: Any day, except Saturdays, Sundays, and legal holidays (as identified in **Section 1-1.07B** of the Department of Transportation Standard Specifications), and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations.

SECTION 2: BIDDING

The bidder's attention is directed to the provisions in **Section 2, "Bidding,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the Proposal Form and the submission of the bid.

2-1.01 GENERAL

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

- a. In accordance with **Public Contract Code Section 7106**, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.
- b. **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)** provides as follows:

Any state agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a Subcontractor at any tier upon the Contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in **Section 1101**, with any public entity, as defined in **Section 1100**, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A state agency may determine the eligibility of any person to enter into a Contract under this article by requiring the person to submit a statement, under penalty of perjury, declaring that neither the person nor any Subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this Section within the preceding three years.

A form for the statement required by **Section 10285.1** is included in the Proposal.

- c. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor 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 recipient deems appropriate. **Each subcontract signed by the bidder must include this assurance.**
- d. **Federal Lobbying Restrictions** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or

Onion Valley Storm Damage Repair Project – Special Provisions

Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Package. Standard Form LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included the section of the Bid Package entitled "Non-Lobbying Certification for Federal-Aid Contracts." Signing the Bid Package shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.06 BID DOCUMENTS The Standard Specifications is amended to read:

The Bid Book is bound in a book together with the Notice Inviting Bids, Contract and Bond Forms entitled "Bid Package."

The remainder of Section 2-1.06, "Bid Documents," of the Standard Specifications is deleted.

2-1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS— The Standard Specifications is amended to read:

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.

3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after opening of the proposals.

2-1.33B ELECTRONIC BIDS – The Standard Specifications is amended to read:

Electronic bids will not be accepted.

SECTION 3: CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in **Section 3, "Contract Award and Execution,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

3-1.01 GENERAL

The award of the contract, if it is awarded, will be to the lowest **responsible** bidder whose proposal complies with all the requirements prescribed.

3-1.04 CONTRACT AWARD – The Standard Specifications is amended to read:

1. The right is reserved to reject any and all proposals.
2. The award of the Contract, if it is awarded, will be to the lowest, responsible, responsive bidder whose proposal complies with all the requirements prescribed. Whenever possible, such award, if made, will be made within 30 days after the opening of the proposals. However, failure of the County to make award within 30 days after the opening of the proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 10 calendar days of receipt of the Contract, as further described in **Section 3-1.18, "Contract Execution,"** of the Standard Specifications.
3. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the county so that it is received within 10 working days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Inyo County Public Works Department
P.O. Drawer Q
168 North Edwards Street

Onion Valley Storm Damage Repair Project – Special Provisions

Independence, California 93526
Attn: Director of Public Works
760-878-0201

3-1.05 CONTRACT BONDS – The Standard Specifications is amended to read:

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The payment bond and the performance bond shall be in a sum equal to the contract price.

Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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

3-1.06 CONTRACTOR LICENSE – The Standard Specifications is amended to read:

The successful bidder must be properly licensed as required by law and consistent with the Contract Documents, at the time the contract is awarded. Such license shall be a current California Class A Contractor's license or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code Section 7029**.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

SECTION 5: CONTROL OF WORK

The bidder's attention is directed to the provisions in **Section 5, "Control of Work,"** of the Inyo County Standard Specifications and these Special Provisions.

5-1.13 SUBCONTRACTING – The Standard Specifications is amended to read:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code 4100 et seq., the County may exercise the remedies provided under Public Contract Code 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and do not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.27B RECORDS RETENTION Add the following to the Standard Specifications:

For the purpose of determining compliance with **Public Contract Code, Section 10115 et.seq.** and **Title 21, California Code of Regulations, Chapter 21, Section 2500 et.seq.**, when applicable, and all other matters connected with the performance of the Contract pursuant to **Government Code Section 8546.7**, the Contractor, subcontractors, and the County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period for three years from the date of final payment under the Contract. The County, the State Auditor, or any duly authorized representative of the State government shall have access to any books, records, and documents of the Contractor that are pertinent to the Contract for purpose of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5-1.32 AREAS FOR USE – The Standard Specifications is amended to read:

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

Areas available to the Contractor are limited to the existing roadway, ditches, shoulders, and staging area(s) as designated on the plans and no work/disturbance shall occur outside of these areas. Use of the Contractor's work areas and other County property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within these areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in **Section 4-1.13, "Cleanup,"** of the Standard Specifications.

SECTION 6: CONTROL OF MATERIALS

6-1.04 BUY AMERICA – Add the following to the Standard Specifications:

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in **Section 6-3.05E, "Certificates of Compliance"** of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

6-2.02 QUALITY CONTROL

The bidder's attention is directed to the provisions in **Section 6-2.02, "Quality Control"** of the Standard Specifications for details on the Quality Control Program requirements.

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

The bidder's attention is directed to the provisions in **Section 7, "Legal Relations and Responsibility to the Public,"** of the Inyo County Standard Specifications and these Special Provisions.

7-1.02I(2) NONDISCRIMINATION. Attention is directed to the following Notice that is required by **Chapter 5 of Division 4 of Title 2, California Code of Regulations.**

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause" set forth in **Section 7-1.02I(2), "Nondiscrimination,"** of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more:

1. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall also comply with the provisions of the **Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.)** and the applicable regulations promulgated thereunder (**Cal. Code of Reg., Title. 2, Section 7285.0 et seq.**).

The applicable regulations of the **Fair Employment and Housing Commission** implementing **Government Code, Section 12990**, set forth in **Chapter 5 of Division 4 of Title 2 of the California Code of Regulations** are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**STANDARD CALIFORNIA NONDISCRIMINATION CLAUSE CONSTRUCTION
CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

a. "Administrator" means Administrator, Office of Compliance programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

b. "Minority" includes:

- i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
- ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);
- iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
- iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this Contract, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California (Nondiscrimination) Construction Contract Specifications, either directly or through incorporation by reference.

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.
4. Neither the provision of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Deleted
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status, or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP, and to keep records. Records for each employee shall at least include the employee's name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935 (a) and 12990 (d), Government Code. Reference: Section 12990, Government Code.

7-1.02K LABOR CODE

Attention is directed to **Section 7-1.02K(2), "Wages,"** of the Standard Specifications.

Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed, in said publication. These general prevailing wage rates are not included in the Proposal and Contract for the project, but are available at the offices of the Inyo County Public Works Department or the California Department of Industrial Relations web site at <http://www.dir.ca.gov>. Changes, if any, to the general prevailing wage rates will be available at the same locations.

The prevailing wage rates determined by the Director of Industrial Relations refer to expiration dates. If the wage determination does not refer to a predetermined wage rate to be paid after the expiration date, said wage determination shall be in effect for the life of this Contract. If the wage determination refers to a predetermined wage rate to become effective upon expiration of the wage determination and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the balance of this Contract. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

Replace the 4th paragraph of section 7-1.02K(3):

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

Delete 5th and 6th paragraphs of section 7-1.02K(3).

7-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications. In addition to any other measures taken by the Contractor pursuant to the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - d. Excavations parallel to a lane for the purpose of pavement widening or reconstruction.

- e. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).
 - f. Excavations protected by existing barrier or railing.
2. Temporarily Unprotected Permanent Obstacles. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
 3. Storage Areas. Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in accordance with the requirements in this section shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in **Section 12-3.08, "Type K Temporary Railing,"** of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) that was fabricated prior to January 1, 1993, and conforms to 1988 Standard Plan B11-30, may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit - MPH)	WORK AREAS
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved or positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Convenience and Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

7-1.05 INDEMNIFICATION

The Standard Specifications is amended to read:

Contractor shall defend, indemnify and hold harmless the County, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Contract by the Contractor, or Contractor's agents, officers or employees. Contractor's obligation to defend, indemnify and hold the County, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Excepting only those liabilities, claims, and damages caused solely and exclusively by the active fault or negligence of the County, the Engineer, or their officers, agents, employees, or volunteers, the Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of the Contractor or any of its subcontractors or the agents, employees, suppliers, or material men of any of them or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify and hold the County, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for the Contractor to procure and maintain a policy of insurance coverage.

7-1.06 INSURANCE

Add to Section 7-1.06A:

Bidders' attention is directed to the insurance requirements indicated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of insurance certificates and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract.

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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance is included in the Contractor's Bid.

Nothing contained in the insurance requirements applicable to the Contract pursuant to this Contract will be construed as limiting the liability of the Contractor or the Contractor's Sureties.

Replace sections 7-1.06B through 7-1.06I with:

7-1.06B Minimum Scope of Insurance

Coverage must be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury. 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 CA 0001 covering Code 1 (any auto).
3. **Workers' Compensation Insurance** as required by the State of California and **Employers' Liability Insurance.**
4. **Builder's Risk (Course of Construction)** insurance utilizing an “All Risk” (Special Perils) coverage form.
5. Surety bonds as described below.
6. **Contractors' Pollution Legal Liability** and/or **Asbestos Legal Liability** and/or **Errors and Omissions** (if project involves environmental hazards).

7-1.06C Minimum Limits of Coverage – Maintain limits of no less than:

1. **General Liability** (including operations, products, and completed operations): \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
If any earthwork, including, but not limited to: road work, excavation, footings, slabs, trenching, digging, etc., is required, the policy or other form of coverage shall include coverage for damage and injury caused by explosion, blasting, collapse, structural injuries, or damage to underground utilities.
2. **Automobile Liability:** \$5,000,000 per accident for bodily injury and property damage.
3. **Worker's Compensation:** As required by the State of California, with Statutory Limits, and **Employers' Liability** insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** with limits equal to the completed value of the project and no coinsurance penalty provisions.

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.

7-1.06D Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor

shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

7-1.06E Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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, or as a separate owner's policy
2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

7-1.06F 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 county. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

7-1.06G Verification of Coverage

Furnish the County with original certificates and amendatory endorsements affecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the county's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All certificates and endorsements are to be received and approved by the County before work commences by mailing or delivering the same to the County of Inyo, Attention: Risk Manager, P. O. Drawer "N", Independence, California 93526. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications, at any time.

7-1.06H Waiver of Subrogation

Contractor hereby agrees to waive subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed

with a waiver of subrogation in favor of the county for all work performed by the Contractor, its employees, agents, and subcontractors.

7-1.06I Subcontractor

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

The following insurance requirements are added to each section of the Standard Specifications:

7-1.11E TITLE VI ASSURANCES – Add the following section to the Standard Specifications:

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- 1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5 Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of

Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- 6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 8: PROSECUTION AND PROGRESS

The bidder's attention is directed to the provisions in **Section 8, "Prosecution and Progress,"** of the Inyo County Standard Specifications and these Special Provisions.

8-1.03 PRE-CONSTRUCTION CONFERENCE – The first paragraph of this section in the Standard Specifications is amended to read:

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held, at a location to be determined, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference should include all major superintendents for the work and may include subcontractors.

8-1.04B STANDARD START – The Standard Specifications is amended to read as set forth in (a) through (f) below:

- a. As execution of the agreement by the County is a matter of public record, the Contractor will be considered to have received actual notice of the date that the agreement is executed by the County on the date that the agreement is so executed. The County may, but is not required to, send written notice of the execution date to the Contractor.
- b. The County shall thereafter send the written Notice to Proceed to the Contractor as otherwise provided in this Agreement.
- c. The Contractor shall begin work within fifteen (15) working days after the date on which the Contractor receives the Notice to Proceed.
- d. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Agreement, the Contractor's first working day

shall be deemed to be the fourteenth (14th) working day after the date on which the Contractor receives the Notice to Proceed.

- e. The Notice to Proceed shall be issued by the County not less than fifteen (15) nor more than thirty (30) calendar days after the receipt from the Contractor of satisfactory Labor and Materials Payment Bonds, Faithful Performance Bonds, Certificates of Insurance, and other documents as required by law and the Contract.
- f. The Contractor may start jobsite activities prior to receiving the notice of Contract approval if all of conditions stated below are met and as approved by the County:
 - (1) Deliver the signed Contract, bonds, and evidence of insurance to the Department
 - (2) Submit a 72-hour notice
 - (3) Obtain an encroachment permit from the Department
 - (4) Receive the Department's authorization to start
 - (5) Perform work at your own risk
 - (6) Perform work under the Contract

8-1.05 TIME – Add the following to the Standard Specifications

The Contractor shall diligently prosecute the project to completion before the expiration of **forty five (45) working days** after the date that is deemed to be Contractor's first working day.

8-1.10 LIQUIDATED DAMAGES – The Standard Specifications is amended to read:

The Contractor shall pay to the County of Inyo the sum of **\$2,000.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

SECTION 9: PAYMENTS

The bidder's attention is directed to the provisions in **Section 9, "Payments,"** of the Inyo County Standard Specifications and these Special Provisions.

9-1.03 SCOPE PAYMENT – amend the last sentence of this section to read:

Prompt Progress Payment to Subcontractors: A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.07A PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – GENERAL

Replace "Department's" in the 5th paragraph of section 9-1.07A with:
Caltrans

9-1.16 PROGRESS PAYMENTS – Add the following to the Standard Specifications:

No partial payment will be made for any materials on hand that have been furnished but not incorporated into the work.

The Contractor's attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in **Business and Professions Code, Sections 7028.15(a) and 7031.**

9-1.16E WITHHOLDS – Add the following to the Standard Specifications

The Contractor's attention is directed to **Public Contract Code Section 10263, "Withheld payments; substitution of securities for moneys; escrow; interest,"** which reads as follows:

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow

agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.

- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Prompt Payment of Funds Withheld to Subcontractors: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.16F RETENTIONS – Amend the Standard Specifications to read:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. The County approves the securities and their value,
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

9-1.17D(3) FINAL DETERMINATION OF CLAIMS – Replace the 3rd and 4th paragraph with: The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

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A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

9-1.22 ARBITRATION – Amend the Standard Specifications to read:

This contract is not governed by the provisions of the State Contract Act. The adoption and use of the Standard Specifications in the performance of the work called for in this Contract shall not be construed as an election by the County to proceed under Section 20396 of the Public Contract Code. In the event that a dispute arises between the parties, they are not obligated to submit the matter to arbitration in any form (although they may do so upon written agreement).

RESOLUTION OF CONSTRUCTION CLAIMS

All public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between Owner and Contractor under this Contract shall be governed by **Article 1.5** (commencing with **Section 20104**) of the **Public Contract Code**.

Section 20104.2 of the **Public Contract Code** provides:

For any claim subject to this article, the following requirements apply:

- a) The claim shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of

time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

Section 20104.4 of the Public Contract Code provides:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

B. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986 (Article 3** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure**) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

Section 20104.6 of the Public Contract Code provides:

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under **Section 20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Section 9204 of the Public Contract Code provides:

a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to

nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as

applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

DIVISION II – GENERAL CONSTRUCTION

SECTION 10: GENERAL

The bidder's attention is directed to the provisions in **Section 10, "General,"** of the Standard Specifications and these Special Provisions.

10-4 WATER USAGE – The Standard Specifications is amended to read:

Attention is directed to the various sections of the Standard Specifications and these Special Provisions that require the use of water for the construction of this project. Attention is also directed to the provisions of **Section 7, "Legal Relations and Responsibility to the Public,"** of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "**Water Conservation**" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in **Section 7.**

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of **Section 18, "Dust Palliative,"** of the Standard Specifications shall be used to control dust on this project. Full Compensation for application of dust palliative shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10-6 WATERING – Add the following to the Standard Specifications:

NOTE: There are no Government provided water sources available. Water sources shall be obtained by the Contractor. Do not obtain water from the rivers or streams unless approval is obtained from the Forest Service.

SECTION 12: TEMPORARY TRAFFIC CONTROL

Attention is directed to Sections 12-4, "Maintaining Traffic," 12-5, "Traffic Control System for Lane Closure," 12-8, "Temporary Pavement Delineation," and 12-3.06, "Construction Area Signs" of the Standard Specifications and 7-1.04, "Public Safety" of these Special Provisions. All temporary traffic control must comply with the California MUTCD, Part 6, "Temporary Traffic Control".

The work shall be performed such that construction operations are completed on one lane before they are initiated on the other lane. Construction operations shall not be performed concurrently on both sides of the highway. Traffic delays shall be a maximum of twenty (20) minutes in each direction.

During the evening and when construction operations are not occurring, both lanes shall be open for traffic. The Contractor will be allowed to select the order and extent of operations to be performed during a workday. However, the lane under construction shall be properly prepared and opened to public traffic after working hours. The Contractor shall submit a Staging Plan to the Engineer for approval that shall describe the order of construction operations and the provisions to be made for opening lanes to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, such pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks, and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

At the end of each working day if a difference in excess of 2 inches exists between the elevation of the existing pavement and the elevation of excavations within 5 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

SECTION 13: WATER POLLUTION CONTROL

13-2.01A SUMMARY – Add the following to the Standard Specifications:

This project requires a Water Pollution Control Program, not a Storm Water Pollution Prevention Plan, because the soil disturbance is anticipated to be less than 1 acre.

SECTION 14: ENVIRONMENTAL STEWARDSHIP

14-2.03 ARCHAEOLOGICAL RESOURCES

During the progress of the work, if any operations or activities of the Contractor result in the discovery of any article of archaeological and/or paleontological interest, the Contractor shall immediately stop such work or other activities and immediately provide written notification of differing site conditions to the Engineer. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated in **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated within **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

14-6.03B BIRD PROTECTION – Amend paragraph 2 of the Section to read:

The Department anticipates nesting or attempted nesting from **April 15 to September 1.**

14-8.02 NOISE CONTROL – The Standard Specifications is amended to read:

The noise level from the Contractor's operations between the hours of 7:00 p.m. and 7:00 a.m. shall not exceed 86 dBa at a distance of 15 m {50 feet}. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

14-11.02 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES – Add the following to the Standard Specifications:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in **Section 25914.1 of the Health and Safety Code**, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with **Section 25914.1 of the Health and Safety Code**, removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

SECTION 26: AGGREGATE BASES

26-1.02 AGGREGATES – Add the following to the Standard Specifications:

Onion Valley Storm Damage Repair Project – Special Provisions

The aggregate shall conform to the requirements of a Class 2 Aggregate Base.

The aggregate must comply with ¾ inch grading.

SECTION 29: TREATED PERMEABLE BASES

29-1.03A GENERAL – Add the following to the Standard Specifications:

Filter fabric to be placed on subgrade (including in trenches) and wrapped around the extent of the permeable base (including asphalt treated permeable base), so that all permeable base and associated drain pipes are contained within filter fabric. Overlap adjacent edges of filter fabric at least 2 feet, so that when completed no permeable base (including asphalt treated permeable base) is exposed to adjacent surfaces (i.e. subgrade, shoulder backing, and base).

Filter Fabric for this work shall be Class B. Attention is directed to **Section 96-1.02B**.

SECTION 39: ASPHALT CONCRETE

39-2.01D PAYMENT – Amend the second paragraph of the Standard Specifications to read:

Payment for tack coat is included in the payment quantity for hot mix asphalt.

39-2 HOT MIX ASPHALT - Add the following to the Standard Specifications:

This work consists of producing and placing hot mix asphalt (HMA) Type A using the Standard Process and shall comply with this section of the Standard Specifications. Attention is directed to **Section 39-2.01A(3): Submittals**.

39-2.01 B(3) ASPHALT BINDER – Add the following to the Standard Specifications:

The grade of asphalt binder for the HMA Type A for this work shall be **PG 64-28**.

39-2.01 B(4) AGGREGATES – Add the following to the Standard Specifications:

The aggregate for the HMA Type A must comply with ¾ inch grading.

SECTION 64: PLASTIC PIPE

64-2 PLASTIC PIPE - Add the following to the Standard Specifications:

This work consists of supplying and placing 6 inch plastic pipe, the contractor may choose the type but must comply with all requirements of **Section 64** and must match the type of perforated pipe used for the underdrain.

SECTION 68: SUBSURFACE DRAINS

68-2 UNDERDRAINS - Add the following to the Standard Specifications:

This work consists of supplying and placing 6 inch perforated plastic pipe, the contractor may choose the type but must comply with requirements described in **68-2.02D**. Material to fill underdrain trenches to be permeable material as specified in **Section 68-2.02 F** and indicated in the drawings, asphalt treated permeable base not to be used to fill trench.

68-2.02 F PERMEABLE MATERIAL – Add the following to the Standard Specifications:

Permeable material for this work shall be Class 1 Type B.

68-2.02 G FILTER FABRIC – Add the following to the Standard Specifications:

Filter fabric to be placed on subgrade (including in trenches) and wrapped around the extent of the permeable base (including asphalt treated permeable base), so that all permeable base and associated drain pipes are contained within filter fabric. Overlap adjacent edges of filter fabric at least 2 feet, so that when completed no permeable base (including asphalt treated permeable base) is exposed to adjacent surfaces (i.e. subgrade, shoulder backing, and base).

Filter Fabric for this work shall be Class B. Attention is directed to **Section 96-1.02B**.

COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS

SPECIFICATIONS APPROVAL

ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT
Independence, CA

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of the undersigned and are approved for the work contemplated herein.



Director of Public Works

7/24/19
Specifications Approval Date

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Insurance Requirements for Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office (ISO) 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 **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- **Surety Bonds** as described below.
- **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy 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:

Additional Insured Endorsement

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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). An additional insured

endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

Primary Coverage

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

Notice of Cancellation

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

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



3603

STATE DISASTER NUMBER: **2017-11** FEDERAL DISASTER #: N/A

STATE APPLICANT ID NUMBER: **027-00000** FEDERAL PA ID #: NA

STATE INCIDENT PERIOD: **03/01/17** to **07/30/17**

TYPE OF DISASTER: Governor's Proclamation or Director's Concurrence
 Earthquake or Flood/Winter Storm or Fire
 Other (Please Specify Type): **Snow Melt**

TYPE OF CDA A DSR: Emergency Work or Permanent Work
 CATEGORY C ROAD SYSTEMS AND BRIDGES

SUPPLEMENT TO CDA A DSR # :

SUBGRANTEE NAME: **Inyo County**

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site):

Onion Valley Rd. Independence CA, Inyo County

COUNTY:

Inyo

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

Unusually high run-off, caused by excessive amounts of snow from the January-February 2017 Storms led to severe scouring under the westbound lane of Onion Valley Rd. approximately 650 yards east of the Onion Valley Campground. The northern tributary to Independence Creek jumped its banks when flows exceeded the capacity of the culvert under Onion Valley Rd. The overflow destroyed the shoulder and damaged the roadway for 500 feet, at which point the flow passed through a subsequent culvert.

SCOPE OF WORK:

Work to Be Completed:

Permanent restoration construction will involve removing the asphalt from the damaged section of roadway, over-excavating and rebuilding the roadway (including sub-base, under-pavement drainage, class II base and hot mix asphalt (3" thick). The under-pavement drainage includes a layer of class I permeable material and edge drains (3" slotted plastic pipe). Preliminary engineering and construction engineering will include engineering design of the damaged roadbed and drainage, environmental clearances, material testing, and coordination with various agencies, construction management and project documentation.

Is this Facility Eligible for Federal Funds?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Federal DSR/PW Number:	N/A
Federal Program:	<input type="checkbox"/> ENA <input type="checkbox"/> IRCS <input type="checkbox"/> HWA <input type="checkbox"/> USACE <input type="checkbox"/> OTHER	Federal DSR/PW \$ Amount:	N/A
Is this an Historic Structure?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	On National Register?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKN
Significant Effect on Environment?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Is Project Cat-X or Stat-X?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNKN
Is there Insurance for Damages?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Insurance Recovery:	\$ 0
Work done by Force Account Labor?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNKN	Ins. Deductible	\$ 0
Total Eligible Labor, Equipment, Materials and Contract costs from Cost Worksheet:		Percentage of Work Completed at Inspection:	10%
		TOTAL COSTS:	\$626,125.00
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection:	1/25/2018
Marcia Burchiel	<i>Unavailable</i>	Date of DSR Submission to AC:	1/25/2018
Name of Local Representative	Representative's Signature	Recommend Eligible?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Kelley Williams	Concur by Phone	Concur with Scope of Work?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Name of Reviewer/Manager	Reviewer/Manager Signature	Contact Telephone Number:	(760) 878-0292
Peter Crase	<i>P. Crase</i> 1/29/18	Date Reviewed:	01/25/18
Public Assistance Officer	PAO Signature	Recommend Eligible?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
David Gillings	<i>David Gillings</i> 2/2/18	See attachment explaining changes or denial	Approved? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
		Amount \$:	626,125.00

STATE OF CALIFORNIA
Governor's Office
of Emergency Services



Natural Disaster
 Assistance Act
 Damage Survey Report
 (DSR)

No 3603

STATE DISASTER NUMBER: _____ **FEDERAL DISASTER #:** _____

STATE APPLICANT ID NUMBER: _____ **FEDERAL PA ID #:** _____

STATE INCIDENT PERIOD: (From) _____ (To) _____

TYPE OF DISASTER: Governor's Proclamation or Director's Concurrence
 Earthquake or Flood/Winter Storm or Fire or
 Other (Please Specify Type): _____

TYPE OF NDAA DSR: Emergency Work or Permanent Work

SUPPLEMENT TO NDAA DSR #: _____

SUBGRANTEE NAME: _____

FACILITY/SITE ADDRESS OR DIRECTIONS (Include City, County of Site): _____ **GPS Coordinates:** _____

DESCRIBE DISASTER RELATED DAMAGE TO THE FACILITY/SITE:

SCOPE OF WORK TO BE COMPLETED:

Is this Facility Eligible for Federal Funds?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unkn <input type="checkbox"/>	Federal DSR Number:	_____
Federal Program:	FEMA <input type="checkbox"/> NRCS <input type="checkbox"/> FHWA <input type="checkbox"/> USACOE <input type="checkbox"/> OTHER <input type="checkbox"/>	Federal DSR Amount:	\$ _____
Is this an Historic Structure?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unkn <input type="checkbox"/>	On National Register?	<input type="checkbox"/> 50+ Years Old? <input type="checkbox"/>
Significant Effect on Environment?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unkn <input type="checkbox"/>	Is Project Cat-X or Stat-X?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unkn <input type="checkbox"/>
Is there Insurance for Damages?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unkn <input type="checkbox"/>	Insurance Recovery:	\$ _____ Ins. Deductible \$ _____
Work done by Force Account Labor?	Yes <input type="checkbox"/> No <input type="checkbox"/> Unkn <input type="checkbox"/>	Percentage of Work Completed at Inspection:	% _____

Total Eligible Labor, Equipment, Materials and Contract costs from attached Cost Worksheet:		TOTAL COSTS \$:	
OES Applicant Services Rep. Name	OES ASR Signature	Date of Site Inspection:	_____
Name of Local Representative	Representative's Signature	Date of DSR Submission to AC:	_____
		Recommend Eligible?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Concur with Scope of Work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Reviewer/Area Coordinator	Reviewer/AC Signature	Contact Telephone Number or Fax Number:	() _____
		Date Reviewed:	_____
Public Assistance Officer	PAO Signature	Recommend Eligible?	Yes <input type="checkbox"/> No <input type="checkbox"/>
		<input type="checkbox"/> See attachment	Approved? Yes <input type="checkbox"/> No <input type="checkbox"/>
		explaining changes or denial.	Amount \$:

INYO COUNTY - ONION VALLEY ROAD STORM DAMAGE

ENGINEERS ESTIMATE - Permanent Restoration

Rev. 1 Rev. 2

Date: 8/10/2017 11/6/2017 1/25/2018
 Prepared by: A. Helms
 Checked by: M. Errante

Engineering Costs				
Agency Preliminary Engineering				
Environmental studies				\$45,000.00
Design: Plans & Specs				\$80,000.00
Right of Way				
Environmental Permitting				\$10,000.00
Construction Engineering				
Construction Management				\$35,000.00
Inspection				\$15,000.00
Material Testing				\$10,000.00
Environmental Monitoring				\$20,000.00
ENGINEERING SUBTOTAL				\$215,000.00
Construction Costs				
	Approx. Quantity	Units	Unit Price	Total Price
Mobilization	1	LS	\$36,000.00	\$36,000.00
Water Pollution Control Plan	1	LS	\$4,500.00	\$4,500.00
Roadway Excavation	1,000	CY	\$80.00	\$80,000.00
Imported Borrow (sub base and shoulder backing)	350	CY	\$85.00	\$29,750.00
Class I Permeable Material (under pavement drainage)	520	CY	\$100.00	\$52,000.00
Filter Fabric	3,000	SQYD	\$10.00	\$30,000.00
3" Slotted Plastic Pipe (Edge Drains)	1,000	LF	\$15.00	\$15,000.00
Class 2 Base	270	CY	\$100.00	\$27,000.00
HMA Type A 3/4" (4" Thick)	275	TON	\$225.00	\$61,875.00
Culvert Replacement (30")	1	LS	\$25,000.00	\$25,000.00
CONSTRUCTION SUBTOTAL				\$361,125.00
Supplemental Work				
Traffic Control	1	LS	\$50,000.00	\$50,000.00
SUPPLEMENTAL SUBTOTAL				\$50,000.00
TOTAL				\$626,125.00



5



Location of Onion Valley Storm Damage





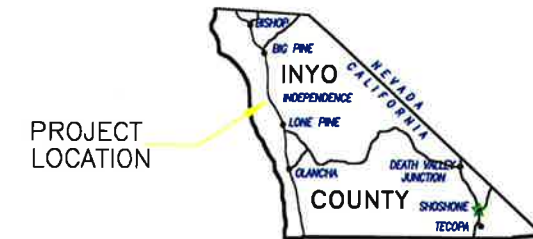
**COUNTY OF INYO
DEPARTMENT OF PUBLIC WORKS**

**PLANS FOR THE
ONION VALLEY RD
PERMANENT RESTORATION STORM DAMAGE REPAIR
INDEPENDENCE, CA**

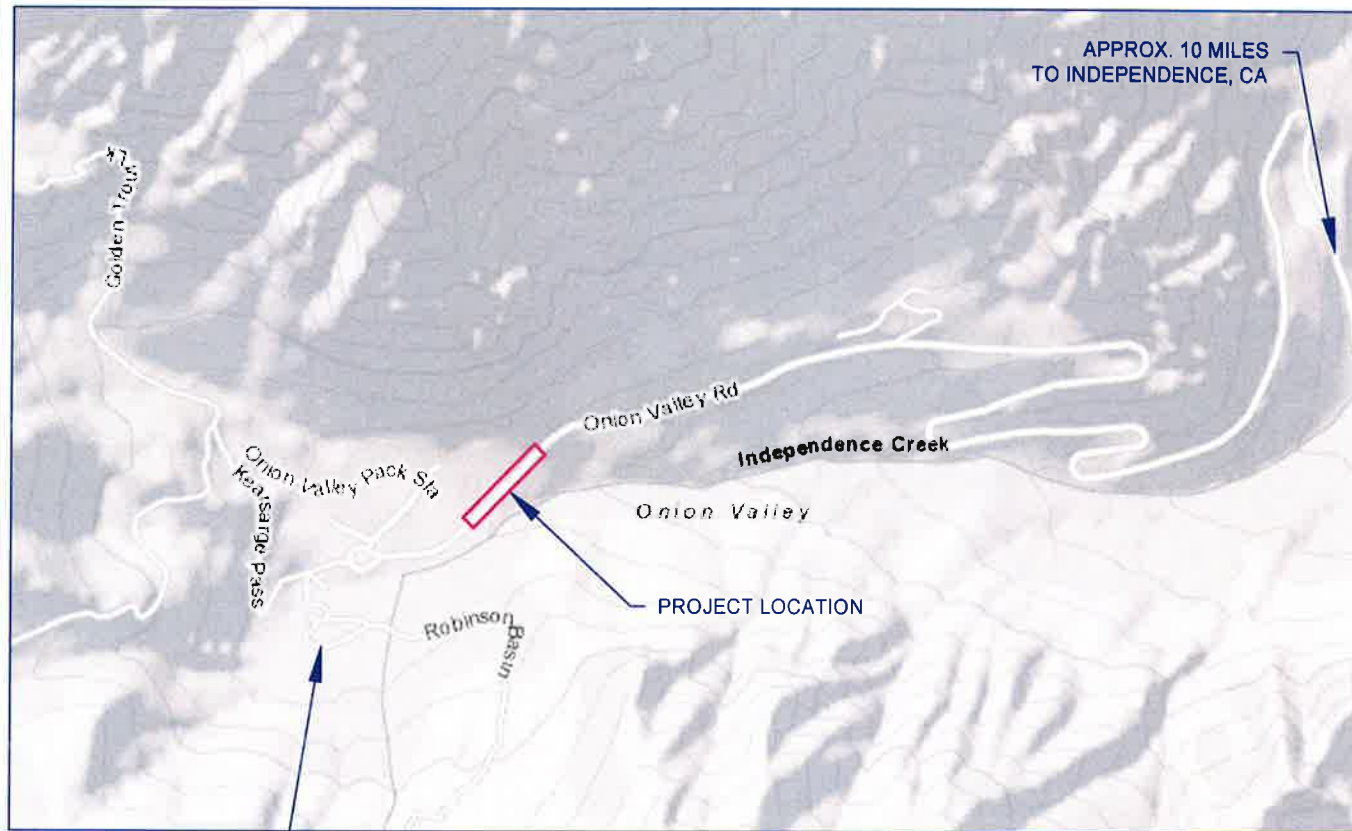
**PROJECT NO. TR-17-038
CDA 2017-11 INYO/MONO SNOWMELT
DSR 3603-ONION VALLEY ROAD**

INDEX OF SHEETS

1. TITLE AND LOCATION
2. NOTES, LEGEND AND ABBREVIATIONS
3. PROJECT EXTENT
4. LAYOUT
5. SECTIONS AND DETAILS



Construction Limits
STATION LIMITS
27+64 to 32+20, Onion Valley Rd



ONION VALLEY
CAMPGROUND (USFS)

PROJECT VICINITY MAP
NOT TO SCALE

APPROVED BY:

**MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS**

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 188 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT LONE PINE, CA	
Drawn by: JBT	Date: 6/2018	Checked by: MAE	Date: 7/2018
		Date: JUNE 2018	Drawing Name: Onion Valley Storm Damage Repair SHEET 1 OF 5

GENERAL NOTES

THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.

PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.

ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, AND OTHER GOVERNING REGULATIONS.

ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT.












INSPECTION DURING CONSTRUCTION SHALL BE REQUIRED TO ENSURE CONSTRUCTION MATERIALS AND METHODS ARE IN ACCORDANCE WITH THE INYO COUNTY PUBLIC WORKS STANDARD SPECIFICATIONS AND THESE PLANS .

THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.

IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

PROJECT LOCATION: ONION VALLEY ROAD
NEAR INDEPENDENCE, CA

LEGEND

-  Roadway Centerline (With Station Ticks)
-  Edge of Shoulder
-  Edge of Pavement
-  HMA Asphalt
-  Class II Base
-  Asphalt Treated Permeable Base
-  Leech Rock/Permeable Base
-  Subgrade/Native Soil
-  Perforated Underdrain Pipe
-  Underdrain Pipe
-  Filter Fabric

Abbreviations

- € Centerline
- HMA Hot Mix Asphalt
- BASE Class II Base Material
- TPB Class I Type B Asphalt Treated Permeable Base
- CMP Corrugated Metal Pipe
- CPP Corrugated Plastic Pipe
- PMP Perforated Metal Pipe
- PPP Perforated Plastic Pipe
- FHWA Federal Highway Association
- Lt Left of €
- Rt Right of €
- Approx. Approximately

APPROVED BY:

**MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS**

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT INDEPENDENCE, CA	
Drawn by: JBT	Date: 6/2019	Checked By: MME	Date: 7/2019
Date: JUNE 2019		Drawing Name: Onion Valley Storm Damage Repair	
			SHEET 2 OF 6



APPROVED BY:

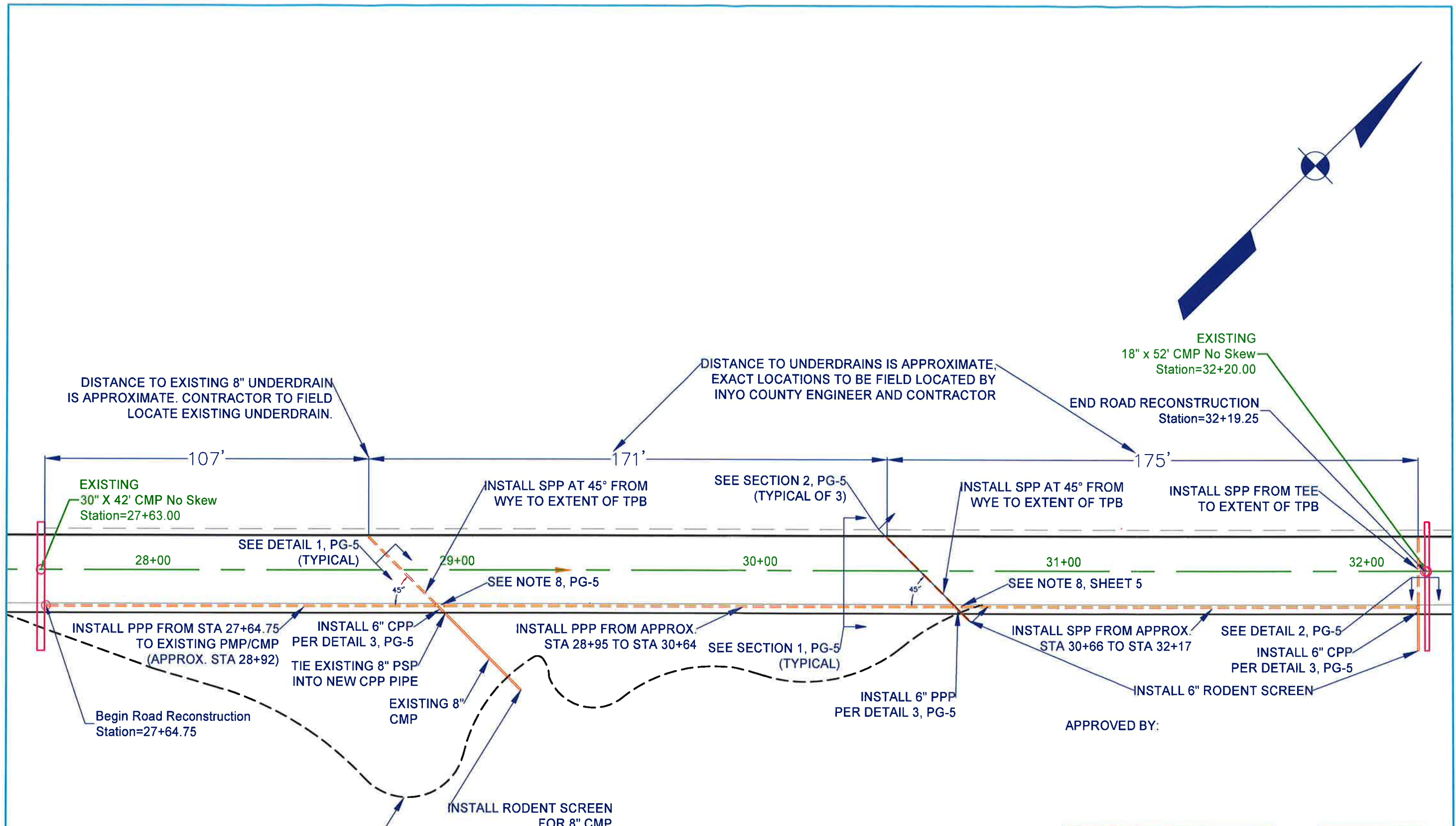
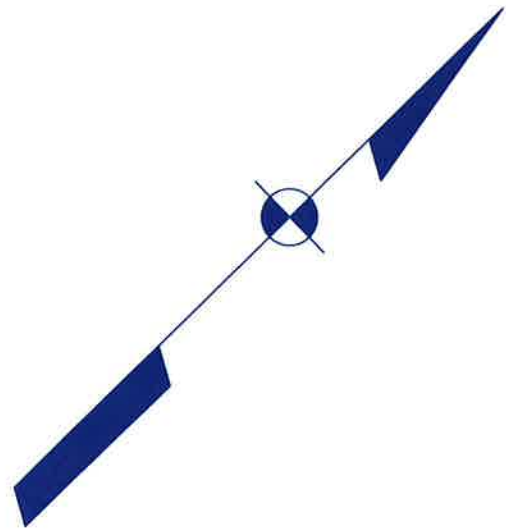
MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

DATE

NOTES:
 1 - CONSTRUCTION AREA IS CONFINED TO EXISTING ROADWAY, DITCHES, AND SHOULDERS WITHIN THE PROJECT AREA DEFINED ABOVE.

2 - CONSTRUCTION STAGING AREA CONFINED TO DISTURBED AREAS WITHIN THE ZONE INDICATED ABOVE. IF NEEDED, ADDITIONAL PROJECT STAGING AVAILABLE AT INYO COUNTY FACILITIES LOCATED IN INDEPENDENCE, CA.

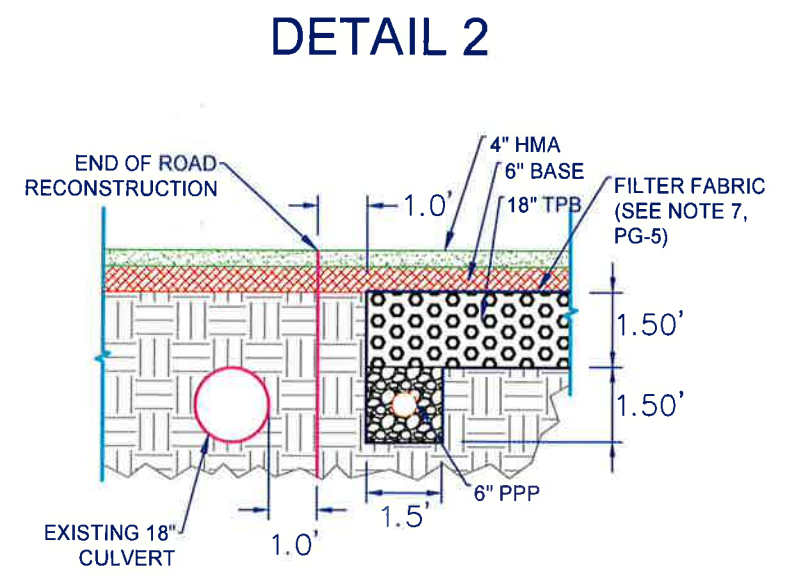
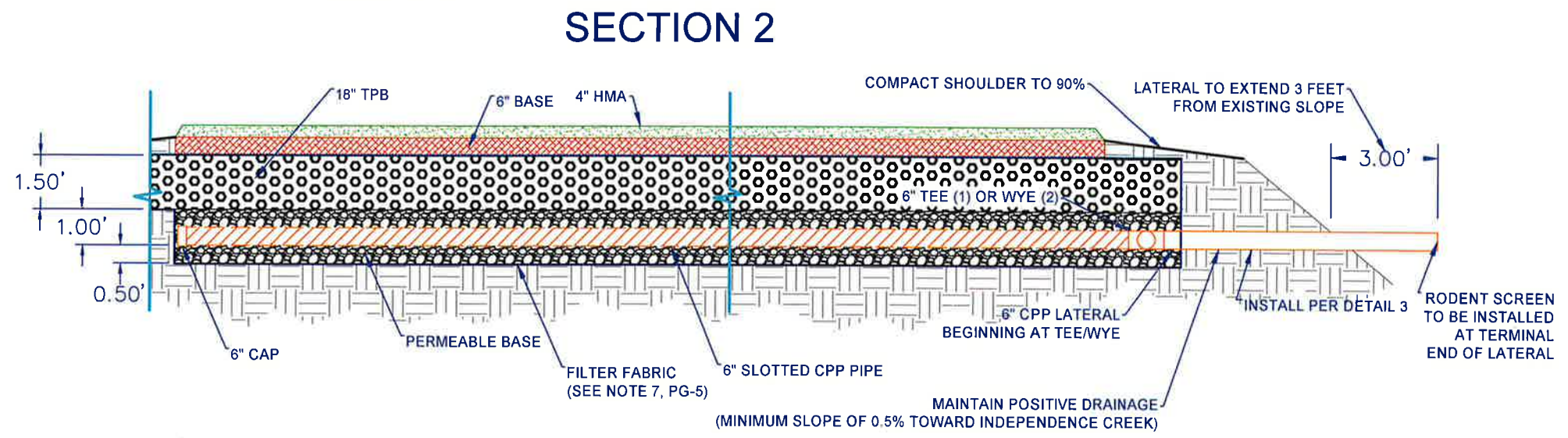
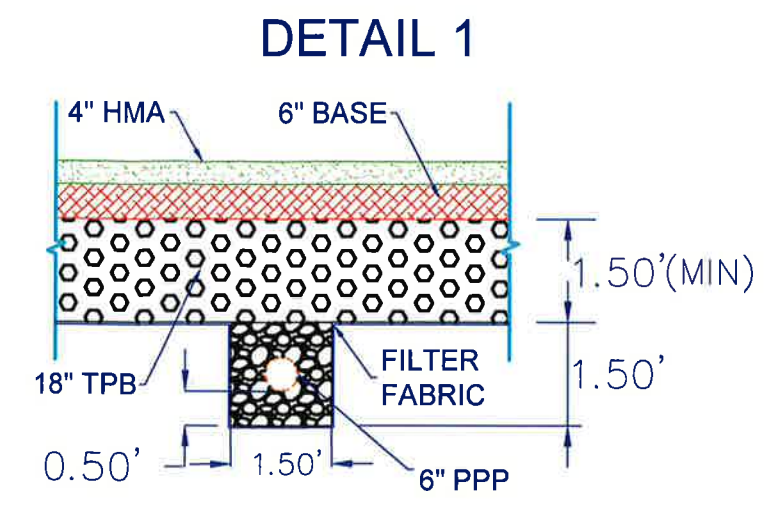
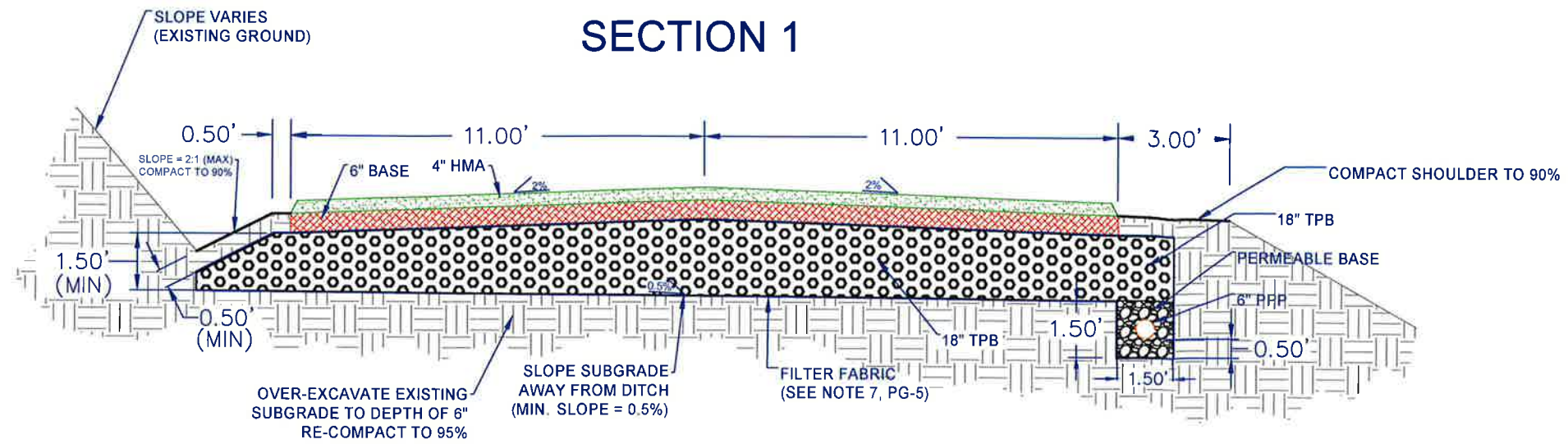
Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT INDEPENDENCE, CA	
Drawn by: JBT	Date: 6/2018	Checked By: MRE	Date: 7/2018
		Date: JUNE 2018	Drawing Name: Onion Valley Storm Damage Repair SHEET 3 OF 6



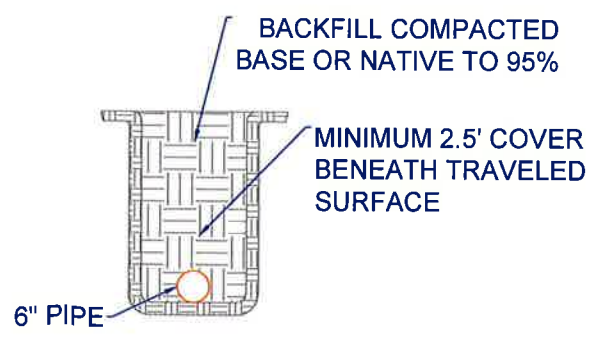
MICHAEL ERRANTE, DIRECTOR
 INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT INDEPENDENCE, CA	
Drawn by: JBT	Date: 6/2019	Checked By: MJE	Date: 7/2019
Date: JUNE 2019		Drawing Name: Onion Valley Storm Damage Repair	
			SHEET 4 OF 8



DETAIL 3



- NOTES:**
- 1 - LOCATION OF EXISTING CULVERTS AND UNDERDRAIN PIPE(S) IS APPROXIMATE, CONTRACTOR TO FIELD LOCATE DURING SITE PREPARATION/EXCAVATION.
 - 2 - UNDOCUMENTED SUBSURFACE DRAINAGE INFRASTRUCTURE MAY EXIST IN PROJECT AREA, CONTRACTOR TO DOCUMENT ANY UNDOCUMENTED INFRASTRUCTURE AND NOTIFY INYO COUNTY ENGINEER.
 - 3 - EXISTING 8" PMP UNDERDRAIN TO BE CUT AT EDGE OF PAVEMENT, AND REMOVED FROM ROAD AREA. CMP EXTENDING BEYOND ROADWAY THROUGH PULL-OFF TO REMAIN-IN-PLACE AND BE TIED TO NEW PVC UNDERDRAIN AS SHOWN IN THE DRAWINGS.
 - 4 - EXISTING SUB-GRADE TO BE OVER-EXCAVATED 6" AND PREPARED PER SPECIFICATION.
 - 5 - PAVEMENT TO BE SAWCUT AT LOCATIONS MARKED BY INYO COUNTY ENGINEER.
 - 6 - EXACT LOCATION OF UNDERDRAINS TO BE INSTALLED WILL BE MARKED BY INYO COUNTY ENGINEER PRIOR TO START OF CONSTRUCTION.
 - 7 - PERMEABLE BASE (INCLUDING ASPHALT TREATED PERMEABLE BASE AND DRAIN PIPES) TO BE ENCLOSED BY FILTER FABRIC PER SPECIFICATIONS.
 - 8 - EDGE TRENCH TO BE CONTINUOUS BETWEEN ADJACENT PPP SECTIONS. MAXIMUM OF 1 FOOT FROM WYE TO START OF SUBSEQUENT PPP.

APPROVED BY:

**MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS**

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT INDEPENDENCE, CA	
Drawn by: JBT	Date: 8/2019	Checked By: M.E.	Date: 7/2018
Date: JUNE 2019		Drawing Name: Onion Valley Storm Damage Repair	
			SHEET 5 OF 6

Material Take-Off			
DESCRIPTION	APPLICABLE SPECS ¹	UNIT	QTY
ROADWAY EXCAVATION AND DISPOSAL	17, 19	CY	1260
HOT MIX ASPHALT TYPE A 3/4" (PG 64-28)	39-2.02	TON	253
ASPHALT TREATED PERMEABLE BASE	29	CY	716
CLASS I TYPE B PERMEABLE BASE (1.5")	68	CY	60
CLASS II BASE MATERIAL (3/4")	26	CY	187
FILTER FABRIC (CLASS 1 TYPE B)	96	SQYD	2,950
6" PERFORATED PLASTIC PIPE	68	FT	531
6" PLASTIC PIPE	68	FT	35
6" WYE	68	EA	2
6" TEE	68	EA	1
6" RODENT SCREEN	Per FHWA 605.03	EA	2
8" RODENT SCREEN	Per FHWA 605.03	EA	1
6" to 8" GASKET		EA	1
6" END CAP	68-4	EA	6

1 - Column does not include general specs or referenced specs, contractor is responsible for meeting all applicable Specifications, including those not listed explicitly.

APPROVED BY:

MICHAEL ERRANTE, DIRECTOR
INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		ONION VALLEY ROAD STORM DAMAGE REPAIR PROJECT INDEPENDENCE, CA	
Drawn by:	Date:	Checked By:	Date:
JBT	8/2019	ME	7/2018
Drawing Name: <small>Onion Valley Storm Damage Repair</small>		SHEET 6 OF 6	



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

Consent Departmental Correspondence Action

Public Hearing Schedule time for Closed Session Informational

For Clerk's Use
Only:

AGENDA NUMBER

27

FROM: Public Works/Deferred Maintenance/Road/Water Systems/Airports

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Approve Multiple Blanket Purchase Orders

DEPARTMENTAL RECOMMENDATIONS:

Authorize the issuance of blanket purchase orders for the following vendors in the following amounts:

- | | |
|-------------------------------------|-------------|
| A. Bishop Automotive | \$20,000.00 |
| B. Bishop Glass | \$30,000.00 |
| C. Britt's Diesel & Automotive | \$65,000.00 |
| D. Coastline Equipment | \$30,000.00 |
| E. Cutting Edge Supply | \$20,000.00 |
| F. Dave's Auto Parts | \$40,000.00 |
| G. Environmental Concepts | \$40,000.00 |
| H. Grainger | \$30,000.00 |
| I. High Country Lumber | \$40,000.00 |
| J. Hi-Desert Truck Driving School | \$20,000.00 |
| K. Interstate Sales | \$30,000.00 |
| L. Mission Linen | \$50,000.00 |
| M. Quinn Company | \$20,000.00 |
| N. Silver State International | \$30,000.00 |
| O. Snow Survey/Sue Burak | \$15,000.00 |
| P. Safeway Signs | \$20,000.00 |
| Q. Statewide Traffic Safety & Signs | \$11,000.00 |
| R. Steve's Auto & Truck Parts | \$30,000.00 |
| S. Western Nevada Supply | \$30,000.00 |

SUMMARY DISCUSSION:

Public Works is a large department operating off nearly (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be

consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space.”

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley, we purchase from vendors in both the North and South County when we can.

ALTERNATIVES: Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel

Auditor’s Office.

FINANCING:

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS	
COUNTY COUNSEL: <i>Grace Chuska</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>7/22/19</u>
AUDITOR/CONTROLLER <i>Amy Shepard</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>YES</u> Date <u>7/22/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/30/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
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- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Public works

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Road closure on South Lake View St. in Lone Pine on Sunday, August 11th, 2019, between the hours of 10:00 AM and 1:00 PM

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the closure of a portion of S. Lake View St. on August 11, 2019 for the Southern Inyo Healthy Communities Back to School Supplies and Hot Dogs Event. The closure is shown in the attached drawing.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Healthy Communities of Southern Inyo County has submitted a Special Event Permit Application and is requesting permission to close a portion of S. Lake View St. as depicted in the attached map for the Back to School Supplies and Hot Dogs Event. There are alternate routes for the travelling public to take in order to avoid the closure and public outreach is not warranted given the location and duration of the closure, and the close proximity of alternate routes.

ALTERNATIVES:

The Board could choose not to approve the Road Closure. This is not recommended as the event helps raise funds for the local school age children.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Not Applicable

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 8/1/19

Road Closure Location for Lone Pine Back to School Event 8/11/2019





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

27

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

FROM: Road Department

FOR THE BOARD MEETING OF: . AUG - 6 2019

SUBJECT: Road closure on Poleta Road in Bishop from September 3rd, 2019 until October 31st, 2019

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve a road closure on Poleta Road during the period from September 3rd to October 31st, 2019 to allow for culvert replacement construction at the Rawson Canal.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The existing culvert crossing on Poleta Road at the Rawson Canal, approximately 0.3 miles east of Van Loon Lane, is currently in a failing state and is scheduled to be removed and relocated during September and October of 2019. A road closure will be necessary during the removal process and while the new culvert is under construction. Access to Van Loon Lane from the City of Bishop will be preserved during construction. Alternate routes are available to bypass the closure via Laws-Poleta Road or Warm Springs Road. Public outreach will be conducted at least two weeks prior to the closure to notify the community of its potential impact.

ALTERNATIVES:

The Board could choose not to approve the Road Closure. This is not recommended as the closure is an important safety precaution for the needed construction of a new culvert in this location.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Not Applicable

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 2019-07-03



Poleta Road Closure Location – September 3rd – October 31st, 2019



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

30

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff's Office

FOR THE BOARD MEETING OF: August 6, 2019

Subject: Acceptance of Emergency Animal Supply Cache.

DEPARTMENTAL RECOMMENDATION:

Request the Board accept the animal emergency shelter supply cache from California Veterinary Medical Foundation.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Governor Gavin Newsom awarded a grant to the California Veterinary Medical Foundation, the charitable arm of the California Veterinary Medical Association, to create and distribute animal emergency shelter supply caches throughout the state. These caches will provide immediate access to supplies for animal sheltering during disasters. The objective is to place a cache in every county in California **at no cost** to the county.

The supply cache comes in the form of a 20ft x 8ft x 8ft steel cargo container filled with non-perishable items. These supplies would then be immediately available for basic emergency animal sheltering for companion animals. The cache will contain the following items (please note that the quantities are approximate):

- 1,900 disposable Bowls, (animal food and water)
- 154 clipboards
- 58 horse neck ID bands
- 1,000 dog/cat ID bands
- 52 36-inch cages
- 72 42-inch cages
- 24 48-inch cages
- 75 pounds of kitty litter
- 384 leashes
- 2000 disposable plates (kitty litter pans)
- 1 20x8x8 foot cargo container
- 1 25-inch wide supply cart
- 1,000 zip ties
- 2 30-gallon storage bins

ALTERNATIVES:

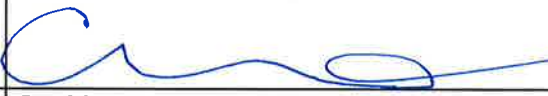
Your board could deny the delivery of the free animal emergency shelter supply cache. This is not recommended as it is opportunity to receive free emergency items for animals in the event of a disaster.

OTHER AGENCY INVOLVEMENT:

Animal Services
California Office of Emergency Services

FINANCING:

N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (<i>Must be reviewed and approved by county counsel prior to submission to the board clerk.</i>) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (<i>Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.</i>) Approved:  Date <u>6/26/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (<i>Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.</i>) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 6/26/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Owens Valley Groundwater Authority Meeting – August 8, 2019

DEPARTMENTAL RECOMMENDATION:

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for August 8, 2019 in Bishop, CA.

SUMMARY DISCUSSION:

In 2014, the State of California signed into law the Sustainable Groundwater Management Act (SGMA). On August 1, 2017 eleven agencies within the basin entered into a joint powers agreement to form the Owens Valley Groundwater Authority (OVGA) for the purpose of creating a groundwater sustainability plan (GSP) for the Owens Valley groundwater basin. The OVGA will hold its next regular meeting on August 8, 2019.

The primary issue for discussion by the OVGA Board at the August 8 meeting are the implications of the Department of Water Resources ("DWR") draft report for 2019 SGMA Basin Prioritization Process and Results. The DWR has recommended that the Owens Valley groundwater basin be designated a Low priority basin. The basin is presently designated as Medium priority, and non-adjudicated lands in the basin are subject to SGMA. The potential implications of the DWR decision for the OVGA and how the Authority will proceed are substantial. A Low priority basin is not required to be managed by a groundwater authority according to a GSP nor is it subject to intervention by the State Water Resources Control Board.

It is unknown if the basin designation will be finalized before the August 8 OVGA meeting. Should the basin designation remain Medium priority, the requirements to comply with SGMA remain unchanged and no action by the OVGA would be necessary. If the final designation is Low priority or unknown, several Board members at the July 11 OVGA meeting recommended a decision on the future course of the OVGA be deferred until September. At the August 8 meeting, staff will conduct a workshop to lay out the procedures and ramifications of several options in the event the final basin is Low priority. A draft of the staff report for the workshop is attached. Some of the information to be presented is similar to the workshop conducted by the Inyo Board on June 11, 2019, but the specific information for each option that could be discussed in the OVGA workshop was still being developed by OVGA staff at the time this Agenda Request was prepared.

The OVGA will take up several informational items to report on progress obtaining a contractor to complete an audit for the OVGA, formation of an ad hoc committee to develop the stakeholder engagement plan, and on the status of Keeler CSD participation in the OVGA. Standing items on the August 8 agenda include: a financial report, activities of the Indian Wells Valley Groundwater Authority, and staff and Board member reports. Consideration of additional OVGA Board seats for Associates and Interested Parties was postponed

by the OVGA at their June and July meetings, and additional action on this issue will be deferred until September given the uncertainty in the Basin designation.

OTHER AGENCY INVOLVEMENT:

City of Bishop, Mono County, Tri-Valley GWMD, Indian Creek-Westridge CSD, Wheeler Crest CSD, Big Pine CSD, Sierra Highlands CSD, Keeler CSD

FINANCING:

N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 7-26-19

Owens Valley Groundwater Authority

Bishop City Council Chambers

377 West Line St.

Bishop, Ca

August 8, 2019 2:00 PM

Board of Directors Meeting Agenda

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (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 alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

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

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the July 11, 2019 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
 - a. Financial Report.
 - b. Report on Indian Wells Valley Groundwater Authority activities.
 - c. OVGA Fiscal Audit Contract for 2018-19
7. Status of Keeler CSD participation in the OVGA
8. Workshop on the implications of DWR reprioritization of the Owens Valley Groundwater Basin
9. Report on Ad Hoc Stakeholder Engagement Plan Development Working Group.
10. Discussion regarding future agenda items.
11. Set next meeting.
12. Adjourn.

OWENS VALLEY GROUNDWATER AUTHORITY

Big Pine CSD — City of Bishop — County of Inyo — County of Mono — Eastern Sierra CSD — Indian Creek-Westridge CSD — Keeler CSD —
Sierra Highlands CSD — Starlite CSD — Tri Valley Groundwater Management District — Wheeler Crest CSD

P.O. Box 337
135 Jackson Street
Independence, CA 93526

Phone: (760) 878-0001
Fax: (760) 878-2552
www.inyowater.org

Staff Report

Date: August 8, 2019
Subject: Groundwater Basin Re-Prioritization

Introduction

The Department of Water Resources (“DWR”) released its final 2019 [RESULTS]. DWR reprioritized the Owens Valley Groundwater Basin (“Basin”) as a “low priority” basin. This agenda item is before your Board to provide an overview of what this reprioritization means to the OVGA in terms of its obligations and options moving forward.

Effects of low priority designation on OVGA and Owens Valley stakeholders.

A fundamental difference between the prior designation as a medium priority basin, and the current low priority basin is that the threat of State intervention no longer exists if the OVGA does not comply with SGMA in the eyes of DWR. So even though SGMA encourages low priority basins to prepare groundwater sustainability plans (GSPs), the OVGA is not required to prepare a GSP. This and a number of additional issues are set forth on Table 1, below.

Table 1. Effect of low priority on various issues of interest to the OVGA and stakeholders.

Issue	Low Priority Effect
Requirement for formation of a GSA and preparation and implementation of a GSP.	No requirement for a GSA or GSP. GSA formation and GSP implementation is at the discretion of local agencies in very-low and low priority basins.
Potential for state intervention in Owens Valley.	SGMA provides no authority for the state to intervene in very-low and low priority basins.
Financial burden imposed by SGMA.	If no GSP is in place, SGMA imposes no costs on Owens Valley groundwater users (or others). If a GSP is prepared, the OVGA (or whatever GSA replaced the OVGA) will have to fund the preparation and implementation of the GSP through the fee levying authority provided by SGMA or some other source of funds (e.g., grant funds, property tax assessment, member contributions, etc.).
Access to state funds for groundwater projects and studies.	Likely to be ineligible or lower priority for future grant funds for SGMA-related activities. DWR has indicated that basins reprioritized from high or medium to low that were approved for a Sustainable Groundwater Planning Grants will still be eligible for the grant if they pursue the work plan that was submitted in the grant application.

Issue	Low Priority Effect
Effect on Inyo/LA Water Agreement.	No effect on lands subject to the Water Agreement. Even if a GSP is prepared, the Water Agreement would retain its adjudicated status and thereby be exempt from GSA and GSP authority. If no GSP is prepared, there would be no SGMA-based process for groundwater management on Owens Lake.
Effect on tribes	Tribes are exempt from SGMA; however, SGMA allows that tribes “may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan.”
Effect on OVGA.	OVGA could withdraw its GSA notice, because a GSA and GSP would not be required. OVGA could remain in place to prepare and implement a GSP, or remain in place so that there would be a GSA in place should the Owens Valley be again reprioritized as medium or high priority.
Effect on private agricultural pumpers or other businesses (e.g., water bottling).	No effect or cost, unless OVGA elects to prepare a GSP, in which case the OVGA may decide to make groundwater users subject to fee, metering, reporting, and other GSA regulations as determined by the OVGA.
Effect on environmental users of groundwater.	No effect, unless OVGA elects to prepare GSP, in which case the OVGA may decide to make groundwater users subject to fee, metering, reporting, and other GSA regulations as determined by and the OVGA.
Effect on public water systems.	No effect, unless OVGA elects to prepare GSP, in which case the OVGA may decide to make groundwater users subject to fee, metering, reporting, and other GSA regulations as determined by and the OVGA.
Disadvantaged communities.	No effect, unless OVGA elects to prepare GSP, in which case groundwater users could be subject to fee, metering, and reporting, and other GSA authorities as determined by GSA and GSP.
Effect on domestic well owners. SGMA defines “de minimis extractors” as “a person who extracts, for domestic purposes, two acre-feet or less per year.”	No effect, unless OVGA elects to prepare GSP and regulates domestic well owners, which is unlikely in Owens Valley.

Options Moving Forward

Assuming the low priority designation becomes final, there are a range of options available to your Board. Broadly speaking, they range from moving forward without regard to the priority designation to completely disbanding the OVGA. Some specific options are listed below to help guide your Board’s discussion, but the list below does not represent all possible options available.

- Option 1: Make No Changes

Although a GSP is not required for a low-priority basin, your Board could continue to move forward with a GSP and continued formation of the Board as if no priority change was made. Alternatively, the Board could discuss with the GSP consultant what a GSP for a low-priority basin might look like, including the GSP remaining “dormant” while the Basin is rated a low-priority and then “kicking in” if it were ever to be reprioritized as a medium- or high-priority basin.

- Benefit(s):

An obvious benefit of this option is that the Basin will have an enforceable GSP. This may be beneficial to issues regarding the Owens Dry Lake as well as possible concerns relating to water use and long-term availability in discrete areas within the Basin. Additionally, if the State were to later change the Basin priority back to medium or high, all of the required SGMA implementation steps will already be in place (aside from any required GSP updates).

- Downside(s):

The continuation of the OVGA and implementation of a GSP will subject Basin water users to otherwise non-mandatory fees (directly or indirectly through Member agencies), metering, reporting, and other OVGA regulations and GSP mandates. There is the additional indirect cost of resources required by the Member agencies in continuing in this process.

- Option 2: Continue with GSP development but change approach to OVGA membership

Your Board, and the individual Members, may consider the low priority designation's underlying significance to be a reason to reduce the size and complexity of the Board while continuing to develop the GSP.

- Benefit(s): Same as Option 1. Additionally, a smaller governing body will streamline the OVGA's functionality and result in some cost savings. As set forth in prior staff reports, advisory committees are available to facilitate informed public engagement in the GSP development.
- Downside(s): Same as Option 1. Any qualitative difference of a smaller Board and/or use of advisory committees is unclear. The exit of any Member providing some funding to the OVGA will require agreement among the members and possibly require a change in contribution from remaining Members.
- Hypothetical Regarding Basin Coverage: In theory, only Mono County and Inyo County need to remain members of the OVGA in order for the OVGA to have regulatory authority over the entire Basin. Without their participation, any GSP developed by the OVGA cannot be enforced over any areas where a remaining Member's jurisdiction does not overlap with their respective County's boundary. For example, if only the City of Bishop and Tri-Valley Groundwater Management District remained in the OVGA, any GSP could only be enforced within the boundaries of those two Member entities. And while the State would likely reject any such GSP, the State could not thereafter intervene in the Basin. It should also be noted that an existing Member cannot *unilaterally* withdraw from the OVGA and then become a GSA supplanting the OVGA.

- Option 3: Discontinue GSP development

Your Board could continue to keep the OVGA in a relatively dormant existence in case a GSP is desired and/or required in the future.

- Benefit(s): The most obvious benefits to this approach are that the groundwater users of the Basin will not be subject to the same level of ongoing fees (directly or indirectly through Member agencies), metering, reporting, and other OVGA regulations. Maintaining the OVGA in existence will also be of benefit if DWR was to later change the Basin priority back to medium and/or high, since formation of the OVGA as the Groundwater Sustainability Agency (GSA) will already be complete.
- Downside(s): There will be some loss of funds that have been spent toward development of the GSP. The OVGA has not received reimbursement yet from DWR and no funds have been drawn from the advance payment. There probably will be no interest penalty on the grant repayment. There will be some cost for maintaining the OVGA. But those could be limited by significantly reducing the number of regular Board meetings. More substantively, issues regarding the Owens Dry Lake as well as possible concerns relating to water use and long term availability within the Tri-Valley will not be addressed.

- Option 4: Disband

A low-priority basin is not required to have a GSA and not required to develop a GSP.

- Benefit(s): The most obvious benefits to this approach are that the groundwater users of the Basin will not be subject to non-mandatory ongoing fees, metering, reporting, and other OVGA regulations.
- Downside(s): The OVGA has not received reimbursement yet from DWR and no funds have been drawn from the advance payment. There probably will be no interest penalty on the grant repayment. Issues surrounding the Owens Dry Lake as well as possible concerns relating to water use and long term availability in discrete areas within the Basin will not be addressed. If the priority were to change in the future the process of forming a GSA would need to be restarted.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 32

- Consent Hearing
 Scheduled Time
 Departmental
 Correspondence Action
 Closed Session
 Public
 Informational

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Establishing "Disaster Only" 2-1-1 Service in Inyo County

DEPARTMENTAL RECOMMENDATION:

Request your Board approve and sign a letter of endorsement to 2-1-1 Ventura County indicating Inyo County's interest in establishing a "disaster only" 2-1-1 Service in Inyo County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

2-1-1 is a special abbreviated telephone number used in areas throughout California and other parts of the United States as an easy-to-remember number to access information and referrals to health and human service organizations. The number operates in a manner similar to 9-1-1 and, during times of disaster, can play a critical role in helping connect to vital information regarding services and resources, helping to divert calls and inquiries to 9-1-1, which may already be heavily burdened during a disaster.

The Governor signed Senate Bill 1212 on September 29, 2016, which authorized the California Public Utilities Commission (CPUC) to expend up to \$1.5 million to close service gaps in 19 California counties that lack access to disaster preparedness, response, and recovery information and referral services available through 2-1-1. Inyo County, as one of the 19 counties, is eligible to access funding to support the establishment of access to a 2-1-1 network for disaster or emergency or other events as designated by the County in order to provide information to interested parties via telephone, text, or website on a 24-hour basis.

The CPUC received two viable proposals for delivering the service to the remaining unserved counties and the Ventura County 2-1-1 proposal provides a "disaster only" 2-1-1 access service. This option, with the financial support provided from SB 1212, would offer:

- Provision for telephony switching required to implement 2-1-1 throughout Inyo County
- Enrollment of the County into a cloud telephony platform used by Ventura County, as well as five other call centers in California to provide backup coverage
- Creation of a dedicated Inyo County database within the existing iCarol database instance used to store key information about services provided within the County, and provide access to County staff to maintain that information
- Deployment of a custom publicly facing website driven off the iCarol database information to provide users with interactive access to the County's services catalog
- Implementation of the Unite US coordinated assistance system to track client interactions across 2-1-1
- Provision of the two-way texting, SMS messaging campaigns, and 898211 short code implementation for SMS-based communications and information sharing
- Provision of staff within the 2-1-1 Ventura call center during any Inyo County event which requires 2-1-1 activation
- Provision of an annual preparedness training for key Inyo County personnel on management and use of the 2-1-1 system

The monies provided by the SB1212 funding cover the implementation and first three years of service provided by Ventura 2-1-1 for basic, "disaster only" service, providing a live call center employee to answer incoming calls only when

the system has been activated by the County. During non-events, callers would be greeted by an automated attendant system which provides callers with a menu of options to gain access to information, including the ability to be forwarded to a telephone number in the County offices for additional live support.

The expansion process options have been monitored by the County's Emergency Services Manager (ESM), who has conducted preliminary discussions with our Department, as well as Information Services (IS). As the lead agency providing health and human services, our Department will be required to continue discussions and work with the ESM and IS Department, as well as the Sheriff's Department to ensure maximum coordination should your Board opt to submit an endorsement letter to move forward.

An endorsement letter would provide Inyo County the opportunity to move forward with implementation of a "disaster only" 2-1-1 system and fully fund the implementation and running of the system for the first three years. This would provide the County with access to the 2-1-1 system for a period of time that would allow us the ability to assess whether the system is an effective and helpful tool for disaster/emergency events that warrants the continued estimated costs of approximately \$5,000 per year for years four and five or if consideration should be given to implementing a full-scope model for additional cost, which would require a quote.

Should your Board wish to pursue this option, the Department would respectfully request your Board approve a letter of endorsement to Ventura 2-1-1 and authorize the Board Chair to sign and submit the letter by August 16, 2019.

ALTERNATIVES:

Your board could choose not to approve and sign the letter of endorsement, which would result in Inyo County continuing to manage communication and public information requests during a disaster through existing systems.

OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Department, Inyo County Emergency Services, and Inyo County Information Services

FINANCING:

No funding is associated with this agenda item for the first three years of Disaster Only 2-1-1.

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date:

9/15/19

BOARD OF SUPERVISORS LETTERHEAD

August 6, 2019

Clare Margason
Director
2-1-1 Ventura County
60 Garden Court, Suite 350
Monterey, California 93940
Clare.margason@unitedwaymcca.org

RE: Inyo County endorsement of 2-1-1 Ventura County for implementation of
Inyo County 2-1-1 Disaster Only Services

Dear Ms. Margason:

Please accept this letter as indication of Inyo County's interest in retaining the services of 2-1-1 Ventura County for the purposes of implementing Disaster Only 2-1-1 services for greater Inyo County area with funding provided under Senate Bill 1212.

Further, this letter authorizes Information Services Director Scott Armstrong and Health and Human Services Director Marilyn Mann or their designees to coordinate the implementation of these services with 2-1-1 Ventura County. Their contact information is sarmstrong@inyocounty.us and mmann@inyocounty.us respectively. Thank you!

Sincerely,

Rick Pucci
Chair, Inyo County Board of Supervisors
3rd District Supervisor



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use only:
AGENDA NUMBER

33

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES: Behavioral Health

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Approval of the Contract between Inyo County Behavioral Health and Tarzana Treatment Centers for Substance Abuse Disorder Residential Treatment.

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the contract with Tarzana Treatment Centers for the provision of residential alcohol and drug treatment in an amount not to exceed \$50,000.00 for the period of July 1, 2019 through June 30, 2020 contingent upon Board's adoption of future FY 19/20 Budget and authorize the Chairperson to sign contract and QSO/BA Agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Tarzana Treatment Centers program offers a wide array of addiction and mental health treatment services including residential services. It is now a county responsibility as part of our SUD contract with the Department of Health Care services to provide access to residential care for perinatal women in need of this level of care. Tarzana Treatment Centers have been utilized in the past for certain Inyo residents in need of residential addiction treatment with positive results. On occasion, these services have been accessed for persons with co-occurring addiction and mental health issues who were considered Full Service Partnerships under MHSA. Inyo County SUD will also continue to make referrals to low cost/no cost programs such as the Salvation Army programs to fulfill the treatment need for residential SUD rehabilitation services.

ALTERNATIVES:


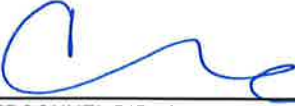

Your Board could fail to approve this contract resulting in either: 1) Inyo County residents in need of residential substance use disorder treatment would be sent to other programs around California and Nevada at a greater distance from Inyo or 2) DHCS will contract for these services and bill the County without County having ability to control costs.

OTHER AGENCY INVOLVEMENT:

Courts and Probation

FINANCING:

100% funded with State and Federal alcohol and drug funds. MESA funds for Full Service Partners. Partial reimbursement for treatment costs through Drug MediCal. No County General Funds.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: no ^{yes} Date <u>7/17/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>7/18/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: <u>✓</u> Date <u>7/24/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 7/24/19

AGREEMENT BETWEEN COUNTY OF INYO

AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential Treatment services of Tarzana Treatment Center, Inc. of Tarzana, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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 Gail Zwier Ph.D, whose title is: HHS Deputy Director Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from 7/1/2019 to 6/30/2020 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000) 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. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

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

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

12. RECORDS AND AUDIT.

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

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

13. 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.

14. 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.

15. ASSIGNMENT.

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

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. 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.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. 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.

22. 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-three (23) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
<u>HHS-Behavioral Health</u>	Department
<u>162 J Grove Street</u>	Street
<u>Bishop, CA 93514</u>	City and State

Contractor:	
<u>Tarzana Treatment Center, Inc.</u>	Name
<u>18646 Oxnard Street</u>	Street
<u>Tarzana, CA 91356</u>	City and State

25. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.**
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: 
Signature

Print or Type Name

Albert Senella, President/CEO
Print or Type Name

Dated: _____

Dated: 6/24/2019

APPROVED AS TO FORM AND LEGALITY:

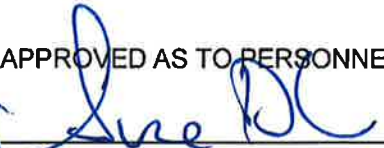
County Counsel


APPROVED AS TO ACCOUNTING FORM:



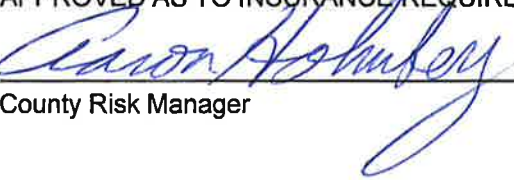
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By:  _____
Signature

Albert Senella, President/CEO
Print or Type Name

Dated: 6/24/2019

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment and Withdrawal Management **SERVICES**

TERM:

FROM: 7/1/2019 **TO:** 6/30/2020

SCOPE OF WORK:

Please see attached Scope of Services
Contractor agrees to sign Qualified Service Organization/Business Associate Agreement herein attached.
Contractor Agrees to abide by "Special Contract Provisions" herein attached as Attachment A.1.

SCOPE OF SERVICES

1. Clinically Managed Residential Withdrawal Management (WM), ASAM Level 3.2:

a. Scope of Services:

Contractor WM services shall be provided when determined medically necessary by a Medical Director or Health Care Practitioner (HCP) and in accordance with an individualized client plan. Medically necessary habilitative and rehabilitative services shall be provided in accordance with the individualized treatment plan prescribed by a licensed physician, licensed prescriber, or LPHA and approved and authorized according to the state of California requirements. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Contractor shall provide 24-hour intensive supervision and treatment for individuals who are in the stages of withdrawal from alcohol and /or other drugs. Treatment staff members shall be appropriately credentialed, trained and competent in implementing physician approved protocols for client observation and supervision, determination of appropriate level of care, and support for the client's transition to continuing care. Clients shall be observed closely for physical or psychological complications of withdrawal. Clients shall be provided with group and individual counseling to assist in the early recovery process. Rest, emotional support, proper nutrition and hydration, vitamin supplementation and social support shall be provided as additional interventions as ordered by the physician or otherwise as appropriate and necessary. The length of stay shall be determined by the individual's withdrawal symptoms and attending physician or other HCP, with a maximum stay of thirty (30) days and an average stay of fourteen (14) days. Referrals for continued care and development of a discharge plan shall be developed with the client. Services shall include providing client access and information related to health and Medi-Cal programs.

b. Service Specifications shall include:

- 1) Intake: This shall include the evaluation or analysis of SUD, the diagnosis of SUD, the assessment of treatment needs; and may include a physical examination and laboratory testing necessary for SUD treatment.
- 2) Observation: Clients shall be monitored in accordance with State licensing requirements and as ordered by MD or another HCP.
- 3) Medication Services: Contractor shall be responsible for the prescription and administration of federally approved medications related to substance use disorder treatment services, including the assessment of side effects or results of such medication. Services shall be conducted by staff lawfully authorized to provide such services within their scope of practice or license.
- 4) Discharge Services: Contractor shall prepare client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.
- 5) Case Management: Contractor shall provide 10 hours per month of case management services to client. The components of case management services include comprehensive

assessment and periodic reassessment of individuals needs to determine the need for continuation of case management services. The Contractor shall use a comprehensive case management model based on the ASAM bio-psycho-social assessment to identify needs, develop a case plan, and follow the SAMHSA CSAT TIP 27 (Treatment Improvement Protocol) Comprehensive Case Management for Substance Abuse Treatment. Case management provided beyond 10 hours per month shall be authorized by County.

2. Residential Treatment Services for Adults and Youth, ASAM Level 3.1, 3.3 and ASAM Level 3.5:

a. Scope of Services:

Contractor services are provided when determined medically necessary by a Medical Director or other Licensed Practitioner of the Healing Arts (LPHA). Contractor shall provide variable length of stay residential treatment program for men, women and youth under 18 who have become dependent on alcohol and/or other drugs, who are residents of Inyo County. Women who are pregnant or women with children will be served by the Perinatal Residential Treatment center. Referral authorization must come from the County and must be reauthorized by County at least every 30 days.

b. Service Specifications:

- 1) Contractor shall provide 24/7 telephone or in person consultation with physicians, or a physician assistant or nurse practitioner and emergency services as well as access to other levels of care that are directly affiliated or closely coordinated referrals to more or less intensive levels of care.
- 2) Contractor shall be staffed at sufficient levels with licensed or credentialed clinical staff such as addiction counselors, social workers, or licensed professional counselors working in multi-disciplinary teams. Health professional staff such as counselor aides or group living workers shall be available on-site 24-hours a day or as required by licensing regulations including one or more clinicians with competence in SUD treatment available on-site 24 hours or available by phone.
- 3) Contractor shall have a written intake procedure for new residents which shall have, at a minimum, the following:
 - i. Contractor shall have a written policy prohibiting alcohol and any drugs other than prescription medication at the facility;
 - ii. Detailed treatment plan for each client served;
 - iii. Admission interviews to be scheduled within 1 week of receipt of referral from County, regardless of bed availability.
- 4) Contractor shall provide 10 hours per month of case management services to client. The components of case management services include comprehensive assessment and periodic reassessment of individuals needs to determine the need for continuation of case management services. The Contractor shall use a

comprehensive case management model based on the ASAM bio-psycho-social assessment to identify needs, develop a case plan, and follow the SAMHSA CSAT TIP 27 (Treatment Improvement Protocol) Comprehensive Case Management for Substance Abuse Treatment. Case management provided beyond 10 hours per month must be authorized by County.

- 5) Contractor shall provide alcohol and drug free residential treatment program which shall include both individual and group counseling, required for the adult residences at a maximum stay of ninety (90) days, which must be consecutive days, at the discretion of the County Drug and Alcohol Specialist assigned to the program and/or County Drug and Alcohol Program Supervisor. Contractor shall notify County of admission/bed availability for each referred client and coordinate same day transportation for the client. Transportation shall be provided by Contractor at rates listed in Exhibit B.
- 6) All individuals on any established waiting list shall receive interim services as defined by 45 CFR Sections 96.121 and 96.131. County shall provide these interim services.
- 7) Contractor shall notify the County within 24 hours of a client voluntarily terminating their stay at the facility prior to program completion. If Contractor must discharge a client prior to program completion for rules violation(s), Contractor shall provide County with telephonic notification within 24 hours prior to the discharge in order to enable the County to make arrangements as to plan of action for said client. In the event the discharge must take place immediately due to threat to safety of staff or clients, Contractor shall contact the County within 24 hours of the client's discharge. Contractor shall follow all applicable laws and regulations in the performance of the discharge.
- 8) Contractor shall provide referrals to other programs that are supervised activities designed to help clients "transition" back into the community, including education; social/recreational events; continuing self-help/support group meetings, searching for a job and/or spiritual or volunteer activities or the Contractor shall provide such services.
- 9) Contractor shall provide adequate opportunities for residents to participate in activities consistent with the stated goals and objectives of their treatment plans, if any, by facilitating referrals, transportation, and care management. Contractor may bring in community resources to the facility for ease of access.
- 10) Contractor shall support and cooperate with all residents' known court orders and accommodate residents' schedules for compliance with the residents' treatment plans, if any.
- 11) Contractor shall conduct drug testing as needed and to the extent permitted by law.
- 12) Contractor shall report daily bed count with dates of occupancy per client on monthly claim.
- 13) When a disagreement regarding placement, treatment, discharge or other client services arises which cannot be resolved by County or Contractor staff, the executive director from Contractor and the County shall confer to resolve the issue.

COUNTY OF INYO
QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE
AGREEMENT (QSO/BA AGREEMENT)
FOR SUBSTANCE USE DISORDER SERVICES

This Qualified Service Organization/Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as “HHS-BH,” and _____ Treatment Center, referred to herein as “Treatment Center.”

This Agreement is effective as of _____, (the “Agreement Effective Date.”)

HHS-BH and the Treatment Center hereby enter into an agreement whereby the Treatment Center agrees to provide the services described in Exhibit A: Scope of Services. Furthermore, the Treatment Center:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from HHS-BH identifying or otherwise relating to the patients of the Treatment Center (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the Treatment Center uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the Treatment Center enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the Treatment Center learns of a pattern or practice by the agent that is a material breach of the contract with the Treatment Center, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to HHS-BH;
8. agrees to report to HHS-BH in writing of any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 USC Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

9. agrees to ensure that any agent, including a subcontractor, to whom the Treatment Center provides protected information received from the HHS-BH, or creates or receives on behalf of HHS-BH, agrees to the same restrictions and conditions that apply through this Agreement to the Treatment Center with respect to such information;
10. agrees to provide access to the protected information at the request of HHS-BH, or to an individual as directed by HHS-BH, in order to meet the requirements of 45 C.F.R. §164.524 which provides patients with the right to access and copy their own protected information. Protected information shall be made available to HHS-BH for inspection and copying within ten (10) days of a request by HHS-BH to enable HHS-BH to fulfill its obligations under the Privacy Rule, or for amendment to protected information as directed or agreed to by HHS-BH pursuant to 45 C.F.R. §164.526;
11. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the HHS-BH, or created or received by the Treatment Center on behalf of HHS-BH, to HHS-BH or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the Program's compliance with HIPAA within ten (10) days of request;
12. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
13. agrees to provide HHS-BH or an individual information in accordance with paragraph (9) of this agreement to permit HHS-BH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. HHS-BH may terminate this Agreement if it determines that the Treatment Center has violated any material term.
2. Upon termination of this Agreement for any reason, the Treatment Center shall return or destroy all protected information received from HHS-BH, or created or received by the Treatment Center on behalf of HHS-BH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Treatment Center. The Treatment Center shall retain no copies of the protected information.
3. In the event that the Treatment Center determines that returning or destroying the protected information is infeasible, the Treatment Center shall notify HHS-BH of the conditions that make return or destruction infeasible.
4. Upon notification that the return or destruction of the protected information is infeasible, the Treatment Center shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the Treatment Center maintains the information.

Executed this ____ day of _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

County of Inyo Health and Human Services
Behavioral Health

Treatment Center

By: _____

By:  _____

Print Name: _____

Print Name: Albert Senella

Title: _____

Title: President / Chief Executive Officer

Date: _____

Date: 6/24/2019

Tarzana Treatment Centers, Inc
Attachment A.1
Special Contract Provisions

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Nullification of this Contract

The parties agree that if the Contractor fails to comply with the provisions of W&I Code Section 14124.24, all areas related to the DMC Treatment Program SUD services within this Contract shall be null and void.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Noncompliance with Reporting Requirements

Contractor agrees that INYO COUNTY has the right to withhold payments until Contractor has submitted any required data and reports to INYO COUNTY.

E. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, INYO COUNTY and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

Tarzana Treatment Centers, Inc
Attachment A.1
Special Contract Provisions

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal HHS Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that INYO COUNTY or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by INYO COUNTY, and transactions errors or deficiencies identified by an enrolled

Tarzana Treatment Centers, Inc
Attachment A.1
Special Contract Provisions

provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary any reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

F. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a Contractor licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8 (Document 3H).

G. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of

Tarzana Treatment Centers, Inc
Attachment A.1
Special Contract Provisions

Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 USC 7104(9)), as amended by section 1702 of Pub. L. 112-239.

H. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

I. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

J. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and

Tarzana Treatment Centers, Inc
Attachment A.1
Special Contract Provisions

made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

K. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 - 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246, 42 USC 2000e et seq., and 41 CFR Part 60 regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse

Tarzana Treatment Centers, Inc
Attachment A.1
Special Contract Provisions

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A - E).

L. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state, federal, or County Realignment funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for INYO COUNTY to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment and Withdrawal Management SERVICES**

TERM:

FROM: 7/1/2019 **TO:** 6/30/2020

SCHEDULE OF FEES:

See attached Schedule of Fees.

See Schedule of Fees Required Addendum: Attachment B.1.

Tarzana Treatment Centers, Inc.
 Schedule of Fees for County of Inyo
 May 8, 2019

Level of Care	Daily Rate	Room & Board	Case Management Rate 15-Minute Increment
Low Intensity Residential Adult (ASAM 3.1)	\$125.00	\$49.00	\$36.00
High Intensity Residential Adult – Population Specific (ASAM 3.3)	\$154.98	\$49.00	\$36.00
High Intensity Residential Adult- Non-Population Specific (ASAM 3.5)	\$135.23	\$49.00	\$36.00
High Intensity Residential – Youth (ASAM 3.5)	\$150.00	\$52.25	\$38.00
Residential Withdrawal Management –Clinically Managed (ASAM 3.2- WM)	\$314.71	\$49.00	\$38.00
Hospital Inpatient Services (ASAM 3.7, 4.0)	\$346.08	\$55.00	\$38.00

Proposed rates include room and board. All case management services are up to a maximum of 10 hours per month based on patient need.

Tarzana Treatment Centers, Inc. is accredited by the Joint Commission. Our inpatient unit is licensed as an Acute Psychiatric Hospital and is Medicare certified. Our residential facilities are Medi-Cal certified.

Tarzana Treatment Center
Attachment B.1
Schedule of Fees Required Addendum

- A. Funding from Drug MediCal and the Substance Abuse Prevention and Treatment Block Grant (SABG) will be used to pay this contract. SABG is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75.
- B. This contract is a subaward of the federal award to Department of Health Care Services to County of Inyo (EIN 95-6005445).
- C. The CFDA number is 93.959-Block Grants for Prevention and Treatment of Substance Abuse. The County of Inyo contract # is 17-94131 A01, for July 1, 2017-June 30, 2020 in the amount of \$1,291,765.00.
- D. An indirect cost rate shall not exceed 10%.
- E. At the end of this contract, the total amount of Drug MediCal and SABG funds awarded can be provided.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tarzana Treatment Center, Inc.
FOR THE PROVISION OF Residential Treatment and Withdrawal Management **SERVICES****

TERM:

FROM: 7/1/2019 **TO:** 6/30/2020

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 **\$2,000,000** 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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 34

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Health and Human Services Behavioral Health

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Addendum to Memorandum of Understanding (MOU) between Kern Behavioral Health and Recovery (KBHR) and Inyo County Health and Human Services Behavioral Health (ICHHS-BH) for access to the Crisis Stabilization Unit (CSU) in Ridgecrest.

DEPARTMENTAL RECOMMENDATION: Request the Board ratify the amendment to the MOU between KBHR and ICHHS-BH. The amendment authorizes KBHR personnel to annually provide training in Welfare and Institutions Code (WIC) 5150 and authorizes ICHHS-BH to reimburse trainers for travel expenses related to the training and authorize the HHS Deputy Director of Behavioral Health to sign.

CAO RECOMMENDATION:

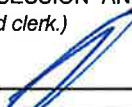

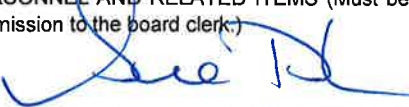
SUMMARY DISCUSSION: The amendment to the MOU comes before you to be ratified as the training has already occurred for FY 18/19. KBHR proposed that the MOU be amended to include training in WIC 5150. The MOU then would be the mechanism to allow for annual training to be provided by KBHR staff at no cost except for the expense of travel. The HHS Deputy Director of Behavioral Health had worked diligently with KBHR to access this specialized training for her staff participating in the crisis on-call response. Thus, the KBHR leadership has supported not only the access to the CSU in Ridgecrest, but also access to their expertise in training around this important function of the job. It has taken several months to make these arrangements and the training occurred on June 6, 2019 and was attended by 20 staff members. We are fortunate to have this MOU that allows for both the access to the CSU as well as the training support. The cost for travel reimbursement is minimal as opposed to sending staff out for training or paying a trainer to come on site.

The HHS Deputy Director of Behavioral Health, the ICHHS-BH team, and the partners at our local hospitals and law enforcement continue to look for ways to improve our crisis response and to meet the needs of our community in this important area. We are looking for ways to improve access to appropriate treatment and to meet the challenges that include transportation issues. We are exploring further ways to utilize the CSU as partners in this endeavor. This issue is a statewide challenge.

ALTERNATIVES: Your Board could choose not to ratify the amendment MOU with KBHR. As a result, Inyo County would not have access to the important training offering.

OTHER AGENCY INVOLVEMENT: Law Enforcement, Northern and Southern Inyo Hospitals and other partners involved in crisis response.

FINANCING: Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided by the facility. This expense is budgeted in Mental Health (045200) in Support and Care-1099 (5508). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date <u>07/05/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved:  Date <u>7/8/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved:  Date <u>7/9/19</u>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 7/10/19

**AMENDMENT NUMBER ONE TO
MEMORANDUM OF UNDERSTANDING BETWEEN
KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES
AND INYO COUNTY HHS BEHAVIORAL HEALTH**

**FOR THE PROVISION OF SERVICES AT THE RIDGECREST MENTAL HEALTH URGENT CARE,
LOCATED IN RIDGECREST, CA**

THIS AMENDMENT NUMBER ONE is made and entered into on _____ by and between the County of Kern, a political subdivision of the State of California, as represented by its Kern Behavioral Health and Recovery Services Department (hereinafter "KernBHRS"), the Mental Health Plan responsible for the Ridgecrest Mental Health Urgent Care and Inyo County HHS Behavioral Health (hereinafter "INYO COUNTY HHS-BH"), both counties in the State of California.

WITNESSETH:

WHEREAS:

A. On November 6, 2018 County and Contractor entered into Memorandum Of Understanding No. 710-2018 entitled "Memorandum of Understanding Between Kern Behavioral Health and Recovery Services and Inyo County HHS Behavioral Health" (hereinafter "MOU") for the provision of crisis stabilization services at the Ridgecrest Menatl Health Urgent Care;

B. County and Contractor wish to amend Agreement No. 710-2018 to add language that addresses the training of staff and the reimbursement of travel cost for staff.

NOW, THEREFORE, the parties mutually agree hereto as follows:

1. Section II, KernBHRS Will Via Contract Monitoring Of The Approved Service Provider, shall be deleted in its entirety and superseded by the following:

A. Assure that contracted providers are available to provide crisis stabilization services, not to exceed 23 hours and 59 minutes, at the Ridgecrest Mental Health Urgent Care. Services will include, but not be limited to:

1. Crisis assessment and intervention;
2. Medical screenings;
3. Chart documentation per standards;
4. Evidence-based skill sets;
5. Coordination of admissions to inpatient facilities when necessary, utilizing the Transfer and Resource Coordinator (TRC);
6. Coordination of care with Inyo County HHS-BH for those minors and adults referred from Inyo County. Following telephone or written approval of Inyo County HHS-BH, referrals may be from the following non-inclusive list:

- Inyo County HHS-BH;
- Inyo County EMS and fire departments;
- Inyo County law enforcement;
- Inyo County emergency departments;

B. Assure that adults receiving crisis stabilization services at the Ridgecrest Mental Health Urgent Care will be physically segregated from minors receiving crisis stabilization services.

C. Assure that staffing ratios will be met at all times and all staff will have valid and current licensures.

D. Maintain written agreement for backup medical services as needed with Ridgecrest Regional Hospital.

E. Complete all legal requirements related to involuntary holds including assessing individuals who may be suicidal, homicidal or gravely disabled and writing 5150s; as well as releasing involuntary holds when appropriate.

F. Assist with the coordination of admission to inpatient psychiatric facilities when necessary. Ridgecrest Mental Health Urgent Care staff will provide all information necessary to Inyo County Mental Health for the transfer of individuals to hospitals contracted by Inyo County or to Kern County inpatient psychiatric facilities. Inyo County will be responsible for all transportation and staff costs related to transportation.

G. Collaborate with Inyo County HHS-BH to assure that individuals requiring transport have transportation back to Inyo County. Transportation may include, but not be limited to:

1. Private transportation, as family or friends
2. Trans West Security
3. Inyo County HHS-BH staff or call list
4. Eastern Sierra Transit Authority
5. Uber or Lyft
6. In very limited cases, transportation may be provided by the service provider, currently Telecare, Inc.

H. Submit monthly claims for services at the Ridgecrest Mental Health Urgent Care and monthly claims for transportation services to Inyo County HHS-BH, including:

1. Crisis stabilization services for Inyo County MediCal beneficiaries and indigent beneficiaries will be billed at the Kern County interim rate for crisis stabilization services. Following an annual cost report, any variances will be reconciled.
2. Crisis stabilization services for individuals transported by Inyo County law enforcement or first responders will be billed at the Kern County interim rate for crisis stabilization services to Inyo County.
3. Utilizing a specific subunit for Inyo County individuals, KernBHRS will collect all billing and client contact information from the Ridgecrest Mental Health Urgent Care and will provide information to Inyo County HHS-BH for their billing purposes.

4. Following crisis stabilization services, if an Inyo County resident is hospitalized in a Kern County inpatient psychiatric facility, Kern County will reimburse the inpatient psychiatric facility and will then bill Inyo County for the amount of the claim.

5. Transportation charges for transport from the Ridgecrest Mental health Urgent Care to Ridgecrest Regional Hospital, inpatient psychiatric facilities, or return to Inyo County will be the responsibility of Inyo County HHS-BH and their related Managed Medi-Cal Plans.

I. Provide training related to involuntary detention to selected Inyo County HHS-BH staff. Training will be provided by KernBHRS Patients' Rights Advocates (PRA) at mutually agreed upon times and locations.

2. Section II, Inyo County HHS-BH will, shall be deleted in its entirety and superseded by the following:

A. Train Inyo County HHS-BH staff and community service personnel (hospital emergency departments, law enforcement, fire department, emergency medical services) on protocols for the safe and appropriate usage of the Ridgecrest Mental Health Urgent Care. Follow-up trainings will be provided as needed.

B. Provide data reports to KernBHRS as requested to assess usage and outcomes.

C. Contact and train community service personnel to contact the Ridgecrest Mental Health Urgent Care prior to the arrival of individuals requiring services. The following information will be provided if possible:

1. Individual's name and date of birth;
2. Voluntary or involuntary status, including relevant information for individuals on involuntary 5150 holds;
3. A brief summary of what occurred to precipitate the need for services;
4. A description of obvious medical conditions, including the use of crutches, canes or wheelchairs;
5. Is there a potential overdose?
6. Is the individual violent?
7. If a medication list is available, share with staff and fax, if possible, to **760-446-0298**.

D. Be responsible for payment to KernBHRS for services provided to Inyo County residents by the Ridgecrest Mental Health Urgent Care.

E. Be responsible for billing Medi-Cal for Inyo County Medi-Cal beneficiaries.

F. Be responsible for billing private insurance for Inyo County residents having private insurance.

G. Collaborate with Kern County psychiatric inpatient facilities regarding coordination of care including discharge planning and return transportation for all Inyo County beneficiaries hospitalized in Kern County psychiatric inpatient facilities.

H. Be responsible for payment, following a monthly claim from KernBHRS, for Inyo County Medi-Cal beneficiaries and unfunded individuals receiving services in Kern County psychiatric inpatient facilities.

I. Be responsible for transportation costs for individuals hospitalized in Kern County psychiatric inpatient facilities.

J. Collaborate with Ridgecrest Mental Health Urgent Care staff to secure safe and appropriate transportation to Inyo County following discharge.

K. Reimburse KernBHRS for all training travel costs incurred by PRA in accordance with federal reimbursement limits.

3. To the extent that they do not conflict with the terms of this "AMENDMENT NUMBER ONE," all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this "AMENDMENT NUMBER ONE" shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

COUNTY OF KERN
Board of Supervisors

By: _____
Bill Walker, LMFT
Director

By: _____
_____, Chairman
"County"

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Inyo Office of the County Counsel

By: _____
Gurujodha Khalsa
Chief Deputy

By:  _____
Name & Title
Deputy *John-Carl Walker*
Assistant County Counsel

INYO COUNTY HHS BEHAVIORAL HEALTH.

By: _____
Gail Zwier, PhD
Deputy HHS Director Behavioral Health Division

**MEMORANDUM OF UNDERSTANDING
BETWEEN KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES AND INYO COUNTY HHS
BEHAVIORAL HEALTH FOR THE PROVISION OF SERVICES AT THE RIDGECREST MENTAL
HEALTH URGENT CARE,
LOCATED IN RIDGECREST, CA**

(Kern Behavioral Health and Recovery Services – Inyo County HHS Behavioral Health)

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into on NOV 06 2018, by and between the KERN COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES DEPARTMENT (hereinafter "KernBHRS"), the Mental Health Plan responsible for the Ridgecrest Mental Health Urgent Care and Inyo County HHS Behavioral Health (hereinafter "INYO COUNTY HHS-BH"), both counties in the State of California.

WITNESSETH:

WHEREAS:

- A. Inyo County HHS-BH recognizes the growing need to access crisis stabilization services for Inyo County minors and adults experiencing behavioral health crises; and
- B. Crisis stabilization services are not presently available within Inyo County; requiring Inyo County HHS-BH to seek crisis stabilization services outside Inyo County; and
- C. KernBHRS received a CHFFA grant to build a crisis stabilization unit in eastern Kern County and has contracted with Telecare Inc. to provide services at the Ridgecrest Mental Health Urgent Care; and
- D. The Ridgecrest Mental Health Urgent Care is a MediCal certified 12-bed facility that serves minors (4) and adults (8) on both a voluntary and involuntary basis; and
- E. The Ridgecrest Mental Health Urgent Care is designated to serve involuntary minors and adults, pursuant to Welfare and Institutions Code (W&I Code) 5150 et. seq; and
- F. KernBHRS and Inyo County HHS-BH mutually agree that Inyo County minors and adults experiencing behavioral health crises may be served at the Ridgecrest Mental Health Urgent Care.

NOW, THEREFORE, the parties mutually agree as follows:

I. TERM

This MOU shall be effective upon signing of this MOU shall remain in effect until June 30, 2023 unless sooner terminated as hereinafter provided. Either Party may terminate this Agreement with or without cause, upon thirty (30) days prior written notice to the other Party.

II. KernBHRS will, via contract monitoring of the approved service provider:

- A. Assure that contracted providers are available to provide crisis stabilization services, not to exceed 23 hours and 59 minutes, at the Ridgecrest Mental Health Urgent Care. Services will include, but not be limited to:

1. Crisis assessment and intervention;
 2. Medical screenings;
 3. Chart documentation per standards;
 4. Evidence-based skill sets;
 5. Coordination of admissions to inpatient facilities when necessary, utilizing the Transfer and Resource Coordinator (TRC);
 6. Coordination of care with Inyo County HHS-BH for those minors and adults referred from Inyo County. Following telephone or written approval of Inyo County HHS-BH, referrals may be from the following non-inclusive list:
 - Inyo County HHS-BH;
 - Inyo County EMS and fire departments;
 - Inyo County law enforcement;
 - Inyo County emergency departments;
- B. Assure that adults receiving crisis stabilization services at the Ridgecrest Mental Health Urgent Care will be physically segregated from minors receiving crisis stabilization services.**
- C. Assure that staffing ratios will be met at all times and all staff will have valid and current licensures.**
- D. Maintain written agreement for backup medical services as needed with Ridgecrest Regional Hospital.**
- E. Complete all legal requirements related to involuntary holds including assessing individuals who may be suicidal, homicidal or gravely disabled and writing 5150s; as well as releasing involuntary holds when appropriate.**
- F. Assist with the coordination of admission to inpatient psychiatric facilities when necessary. Ridgecrest Mental Health Urgent Care staff will provide all information necessary to Inyo County Mental Health for the transfer of individuals to hospitals contracted by Inyo County or to Kern County inpatient psychiatric facilities. Inyo County will be responsible for all transportation and staff costs related to transportation.**
- G. Collaborate with Inyo County HHS-BH to assure that individuals requiring transport have transportation back to Inyo County. Transportation may include, but not be limited to:**
1. Private transportation, as family or friends
 2. Trans West Security
 3. Inyo County HHS-BH staff or call list
 4. Eastern Sierra Transit Authority
 5. Uber or Lyft
 6. In very limited cases, transportation may be provided by the service provider, currently Telecare, Inc.
- H. Submit monthly claims for services at the Ridgecrest Mental Health Urgent Care and monthly claims for transportation services to Inyo County HHS-BH, including:**
1. Crisis stabilization services for Inyo County MediCal beneficiaries and indigent beneficiaries will be billed at the Kern County interim rate for crisis stabilization services. Following an annual cost report, any variances will be reconciled.

2. Crisis stabilization services for individuals transported by Inyo County law enforcement or first responders will be billed at the Kern County interim rate for crisis stabilization services to Inyo County.
3. Utilizing a specific subunit for Inyo County individuals, KernBHRS will collect all billing and client contact information from the Ridgecrest Mental Health Urgent Care and will provide information to Inyo County HHS-BS for their billing purposes.
4. Following crisis stabilization services, if an Inyo County resident is hospitalized in a Kern County inpatient psychiatric facility, Kern County will reimburse the inpatient psychiatric facility and will then bill Inyo County for the amount of the claim.
5. Transportation charges for transport from the Ridgecrest Mental Health Urgent Care to Ridgecrest Regional Hospital, inpatient psychiatric facilities, or return to Inyo County will be the responsibility of Inyo County HHS-BH and their related Managed Medi-Cal Plans.

III. Inyo County HHS-BH will:

- A. Train Inyo County HHS-BH staff and community service personnel (hospital emergency departments, law enforcement, fire department, emergency medical services) on protocols for the safe and appropriate usage of the Ridgecrest Mental Health Urgent Care. Follow-up trainings will be provided as needed.
- B. Provide data reports to KernBHRS as requested to assess usage and outcomes
- C. Contact and train community service personnel to contact the Ridgecrest Mental Health Urgent Care prior to the arrival of individuals requiring services. The following information will be provided if possible:
 1. Individual's name and date of birth;
 2. Voluntary or involuntary status, including relevant information for individuals on involuntary 5150 holds;
 3. A brief summary of what occurred to precipitate the need for services;
 4. A description of obvious medical conditions, including the use of crutches, canes or wheelchairs;
 5. Is there a potential overdose?
 6. Is the individual violent?
 7. If a medication list is available, share with staff and fax if possible to 760-446-0298.
- D. Be responsible for payment to KernBHRS for services provided to Inyo County residents by the Ridgecrest Mental Health Urgent Care.
- E. Be responsible for billing Medi-Cal for Inyo County Medi-Cal beneficiaries.
- F. Be responsible for billing private insurance for Inyo County residents having private insurance.
- G. Collaborate with Kern County psychiatric inpatient facilities regarding coordination of care including discharge planning and return transportation for all Inyo County beneficiaries hospitalized in Kern County psychiatric inpatient facilities.

- H. Be responsible for payment, following a monthly claim from KernBHRS, for Inyo County MediCal beneficiaries and unfunded individuals receiving services in Kern County psychiatric inpatient facilities.
- I. Be responsible for transportation costs for individuals hospitalized in Kern County psychiatric inpatient facilities.
- J. Collaborate with Ridgecrest Mental Health Urgent Care staff to secure safe and appropriate transportation to Inyo County following discharge.

IV. TERMINATION

Either Party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event of termination of this MOU for any reason, Inyo County Mental Health shall have no further obligation to pay for any services rendered or expenses incurred by after the effective date of the termination. KernBHRS will be entitled to receive compensation for services satisfactorily rendered up to the effective date of termination.

V. ASSIGNMENT

Neither Party shall assign or transfer this MOU or its obligations hereunder, or any part thereof.

VI. NON-APPROPRIATION

The Parties reserve the right to terminate this MOU in the event insufficient funds are appropriated or budgeted for this MOU in any fiscal year. Upon such termination by one Party, the other Party will be released from any further financial obligation to the first Party, except for services performed prior to the date of termination. In addition, the other Party will be given thirty (30) days written notice in the event that such action is required by the first Party.

VII. NOTICES

Notices to be given by one Party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four (4) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to KernBHRS shall be addressed as follows:

Bill Walker, LMFT, Director
Kern County Behavioral Health and Recovery Services
P.O. Box 1000
Bakersfield, CA 93302-1000

Notice to Inyo County Mental Health shall be addressed as follows:

Gall Zwiier, PhD, HHS Deputy Director
County of Inyo Behavioral Health Division
162 Grove Street
Suite J
Blahop, California 93514

Nothing in this MOU shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by personal service.

VIII. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in the MOU. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

IX. MODIFICATIONS TO MOU

This MOU may be modified in writing only, signed by the parties in interest at the time of this modification.

X. CONFIDENTIALITY

The Parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and Security Rule as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

XI. HIPAA / HITECH COMPLIANCE

1. During the term of this Agreement, both parties may receive, or may receive or create certain confidential health or medical information ("Protected Health Information" or "PHI"). This information is protected under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Both parties represent that they have in place policies and procedures that will adequately safeguard any PHI they receive or create, and both parties specifically agree to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.
2. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or behavioral health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI.

4. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement upon twenty (20) days' notice in the event: the other Party does not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) either Party becomes aware that the other Party or any of its subcontractors or agents discloses PHI in a manner that is not authorized by this Agreement or by applicable law.

XII. COMPLIANCE WITH LAW

Each Party and any subcontractors shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are made a part hereof and incorporated herein by reference.

XIII. NONDISCRIMINATION

Both Parties agree to abide by all applicable federal and State laws prohibiting discrimination against any participant, volunteer, or any other persons because of race, color, religion, handicap, sex, age, sexual orientation, or place of natural origin.

XIV. AUDIT, INSPECTION, AND RETENTION OF RECORDS


INYO COUNTY HHS-BH agrees to maintain and make available to KernBHRS accurate books and records relative to all its activities under this MOU. INYO COUNTY HHS-BH shall permit KernBHRS to audit, examine, and make excerpts and transcriptions from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this MOU. INYO COUNTY HHS-BH shall maintain such data and records in an accessible location and condition for a period of time in accordance with INYO COUNTY HHS-BH standard policy; however, records containing Protected Health Information shall be retained and made available for a period of not less than seven (7) years from the date of service under this MOU, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this MOU shall have the same rights conferred upon KERNBHRS herein.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

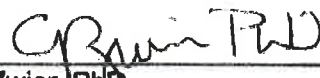
APPROVED AS TO CONTENT:

KernBHRS

Inyo County HHS Behavioral Health

By: 

Bill Walker, LMFT
Director

By: 

Gail Zwier, PhD
Deputy HHS Director Behavioral Health Division

**COUNTY OF KERN
BOARD OF SUPERVISORS**

**COUNTY OF INYO
BOARD OF SUPERVISORS**

By: 

Chairman **MIKE MAGGARD**
NOV 06 2018


By: 

Chairman

APPROVED AS TO FORM:

Office of the County Counsel

Office of the County Counsel

By: 

Gurujodha Khalsa
Chief Deputy County Counsel for KERNBHRS

By: 

Name **TERRY K. WALKER**
Deputy County Counsel for INYO COUNTY
MENTAL HEALTH



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 35

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Health & Human Services/ Public Health & Prevention Division

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Contract Amendment A01 between the County of Inyo and the California Department of Public Health for Emergency Preparedness

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve the Amendment Number A01 to the Standard Agreement Number 17-10159 between the County of Inyo and the California Department of Public Health (CDPH) for the provision of Local Public Health Emergency Preparedness and authorize HHS Director Marilyn Mann to sign the amended agreement.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This amendment was only received by program staff from the State last week. Staff have been requesting the status of the amendment for many months. The purpose of this amendment is to revise Exhibit B, Budget, to shift funds between categories that will allow Health and Human Services to complete the services outlined in the Scope of Work, (SOW). The following specific changes are made by Amendment A01 for the changes to the Public Health Emergency Preparedness (PHEP) Budget years 1-5.

Total Operating Cost have gone from \$0 to \$9209 changing Total Operating Costs from \$95,220 to \$104,429.

Total Travel Cost have gone from \$0 to \$1239 changing Total Travel Cost from \$7500 to \$8739.

Total Other Cost have gone from \$0 to \$3228 changing Total Other Cost from \$48,000 to \$51,228.

These adjustments were made by shifting funds from the Indirect Costs of \$102,370 which is now \$88,694 for years 1-5. The changes made in this amendment are shown as: Text additions are displayed in **bold and underline** Text deletions are displayed as strike through text (i.e., strike through). Exhibit B-Attachment 1 is hereby replaced in its entirety.

ALTERNATIVES:

The Board could choose not to ratify and approve the Amendment and/or not authorize Marilyn Mann to sign the Amendment and Attachment. This is not recommended because it allows Public Health, hospital, and pre-hospital EMS providers to complete scope-of-work activities in fiscal years 2017-2022.

OTHER AGENCY INVOLVEMENT:

Emergency Operations Coordinator, Inyo County Sheriff, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, local pharmacists, fire departments, ambulance providers, medical providers and schools.

FINANCING:

State and Federal funding. PHEP and HPP funds are brought into individual trust accounts as required by CDPH (105102 & 105103) and later transferred into the Health budget to reimburse for reported expenditures. Pan Flu monies are directly deposited into Health 045100, State Grants (4498). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: <u>07/19/2019</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>7/19/2019</u> Date: <u>yes</u>

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)

Magnum Date: 7/22/19

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

 Check here if additional pages are added: ___ Page(s)

Agreement Number 17-10159	Amendment Number A01
Registration Number:	

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

State Agency's Name

Also known as CDPH or the State

California Department of Public Health

Contractor's Name

(Also referred to as Contractor)

Inyo County

2. The term of this Agreement is: **July 1, 2017 through June 30, 2022**

3. The maximum amount of this Agreement after this amendment is: **\$ 1,426,710.00**
One Million Four Hundred Twenty Six Thousand Seven Hundred Ten Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. Purpose of amendment:** This amendment is to revise Exhibit B, Budget, to shift funds between categories to allow the contractor to complete services outlined in the Scope of Work (SOW).
- II. Certain changes made in this amendment are shown as:** Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., Strike).
- III. Exhibit B – Attachment 1, Inyo Budget Cost Sheet Years 1-5 is hereby replaced in its entirety.**

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Inyo County		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Marilyn Mann, Acting Director		
Address 207 A West South Street, Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		
		<input checked="" type="checkbox"/> Exempt per: HSC 101319

Exhibit B - Attachment 1
 Inyo County Budget Cost Sheet Years 1-5

Inyo County
 17-10159 A01

PERSONNEL	SALARY RANGE	PHEP BUDGET YEARS 1-5	HPP BUDGET YEARS 1-5	PANFLU BUDGET YEARS 1-5	TOTAL BUDGETS Years 1-5
Deputy Director of Public Health & Prevention	\$ 6,760.00 - \$ 8,214.00				
Health Officer	\$ 11,000.00 - \$ 11,000.00				
Office Tech III	\$ 3,716.00 - \$ 4,522.00				
Prevention Specialist	\$ 3,471.00 - \$ 4,216.00				
Office Tech III	\$ 3,716.00 - \$ 4,522.00				
Office Tech I/II	\$ 3,088.00 - \$ 3,754.00				
TOTAL PERSONNEL COST (salary/fringe)		\$ 447,745	\$ 325,670	\$ 293,645	\$ 1,067,060
OPERATING COST					
Office Supplies, exercise material and supplies, communication, lap tops					
TOTAL OPERATING COST		\$ 9,209	\$ 95,220	\$ -	\$ 104,429
TRAVEL					
In-State					
Out-of-State					
TOTAL TRAVEL COST		\$ 1,239	\$ 7,500	\$ -	\$ 8,739
MAJOR EQUIPMENT					
Trailer, generator, lab equipment					
TOTAL EQUIPMENT		\$ -	\$ 32,040	\$ -	\$ 32,040
OTHER COSTS					
Software/licenses, training, exercise material and maintenance agreements					
TOTAL OTHER COST		\$ 3,228	\$ 48,000	\$ -	\$ 51,228
SUBCONTRACTS					
TOTAL SUBCONTRACTS		\$ -	\$ -	\$ -	\$ -
INDIRECT		\$ 102,370	\$ 88,694	\$ 65,125	\$ 9,395
TOTAL BUDGET		\$ 550,115	\$ 573,555	\$ 303,040	\$ 1,426,710



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
36

- Consent Hearing
 Departmental
 Correspondence Action
 Public
 Scheduled Time for
 Closed Session
 Informational

FROM: HEALTH & HUMAN SERVICES-Public Health Division

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Standard Agreement between the County of Inyo and California Department of Public Health for HIV care and treatment services.

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the Standard Agreement Number 18-10869 between the County of Inyo and the California Department of Public Health for HIV care and treatment services under the Ryan White HIV/AIDS Program, with the total grant amount not to exceed \$401,777 for the period of April 1, 2019 through March 21, 2024 and authorize the Director of Health and Human Services to sign the Standard Agreement, Contractor Certification, Certification Regarding Lobbying, Darfur Contracting Act and the California Civil Rights Laws Attachment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The new grant cycle for the Ryan White HIV/AIDS Program began April 1, 2019. This agreement is coming to you late because it was received from California Department of Public Health in May 2019 and was further delayed when authorized signer information required amendment. Funding under this new 5-year cycle has not changed compared to the previous 5-year funding cycle.

The purpose of this grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low income people living with HIV throughout Inyo County. The goals of this program are (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support and (3) reduce HIV/AIDS related disparities.

ALTERNATIVES:

Your Board could choose not to approve this agreement which would mean Inyo County would not be able to provide the needed services to this population.



OTHER AGENCY INVOLVEMENT:


Collaboration with other agencies and programs as needed including, Northern Inyo Hospital, Toiyabe Indian Health and Pioneer Home Health (Hospice of Owens Valley)

FINANCING:

100% Federal Funding, passed down through the State. Monies are recognized in the CARES budget (641219/20). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/17/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/18/2019</u>

DEPARTMENT HEAD SIGNATURE:  Date: 7/20/19
(Not to be signed until all approvals are received)

California Ryan White HIV/AIDS Program – Part B Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Inyo, hereinafter “Grantee”

Implementing the project, “HIV Care Program”, hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10869

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide HIV care and treatment services under the Ryan White HIV/AIDS Program Part B to low income people living with HIV throughout California.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$401,777.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on April 1, 2019 and terminates on March 31, 2024. No funds may be requested or invoiced for services performed or costs incurred after March 31, 2024.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Inyo
Jessica Heskin, Chief	Anna Scott, HHS Deputy Director
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	207 A South Street Bishop, CA 93514
Telephone: (916) 449-5819	Telephone: (760) 873-7868
Fax: (916) 449-5959	Fax: (760) 873-7800
Email: jessica.heskin@cdph.ca.gov	Email: ascott@inyocounty.us

Direct all inquiries to:

California Department of Public Health	County of Inyo
Patricia Bittle, Care Advisor	Anna Scott, HHS Deputy Director
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	207 A South Street Bishop, CA 93514
Telephone: (916) 449-5988 Fax: (916) 449-5959 Email: patricia.bittle@cdph.ca.gov	Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: ascott@inyocounty.us

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Inyo FISCAL ID: 0000008422
Cashier – Melissa Best-Baker, Senior Management Analyst
P.O. Drawer H Independence, CA 93526
Telephone: (760) 873-7868 Fax: (760) 873-7800 Email: mbest-baker@inyocounty.us

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by this reference:

- EXHIBIT A LETTER OF INTENT
- EXHIBIT AI LIST OF ALLOCATIONS
- EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS
- EXHIBIT C STANDARD GRANT CONDITIONS*
- EXHIBIT D ADDITIONAL PROVISIONS
- EXHIBIT E INFORMATION PRIVACY AND SECURITY REQUIREMENTS
- EXHIBIT F FEDERAL TERMS AND CONDITIONS

* In Exhibit C, #15, paragraph 1, the statement “the Request for Applications (Exhibit D) and the Grant Application (Exhibit A)” shall now read “the Letter of Intent (Exhibit A).”

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, polices, and regulations.

Direct all inquiries to:

California Department of Public Health	County of Inyo
Patricia Bittle, Care Advisor	Anna Scott, HHS Deputy Director
1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814	207 A South Street Bishop, CA 93514
Telephone: (916) 449-5988	Telephone: (760) 873-7868
Fax: (916) 449-5959	Fax: (760) 873-7800
Email: patricia.bittle@cdph.ca.gov	Email: ascott@inyocounty.us

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County of Inyo FISCAL ID: 0000008422
Cashier – Melissa Best-Baker, Senior Management Analyst
P.O. Drawer H Independence, CA 93526
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IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Marilyn Mann
County of Inyo Health and Human
Services
207 A South Street
Bishop, CA 93514

Date: _____

Marshay Gregory, Chief
Contracts Management Unit
California Department of Public
Health 1616 Capitol Avenue, Suite
74.262 P.O. Box 997377, MS
1800-1804 Sacramento, CA
95899-7377



KAREN L. SMITH, MD, MPH
 Director and State Public Health Officer

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



GAVIN NEWSOM
 Governor

Exhibit A
 Letter of Intent

January 29, 2019

Melissa Best-Baker & Anna Scott
 Inyo County Health & Human Services
 207 A South Street,
 Bishop, CA 93514

Dear Ms. Best-Baker & Ms. Scott,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA) is pleased to announce the intent to award funds to Inyo County for the Ryan White HIV/AIDS Program (Part B) (RWHAP)/HIV Care Program (HCP) and, if applicable, the Minority AIDS Initiative (MAI).

The goals of CDPH/OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. CDPH/OA utilizes federal Health Resources Services Administration funds to provide support for HIV/AIDS services in local communities (Grant No. X07HA12778, DUNS 799150615). As the State grantee for RWHAP, CDPH/OA allocates those funds for the administration of the HCP and MAI through grants with Local Health Jurisdictions and Community Based Organizations for the provision of medical and support services to low-income people living with HIV.

These funds will be available to County of Inyo on a yearly basis from April 1, 2019 – March 31, 2024. The amount of funding allocated is on an annual basis through a non-competitive formula. Your maximum amount for the five-year grant period is \$401,777 for the purpose of serving persons living with HIV in the County of Inyo.

	Year 1	Annual Amount for Years 2 to 5	Total Amount for Years 1 to 5
HIV Care Program	\$80,353	\$80,356	\$401,777
Minority AIDS Initiative	Not applicable	Not applicable	Not applicable
Emerging Communities	Not applicable	Not applicable	Not applicable
Housing Plus Project	Not applicable	Not applicable	Not applicable

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the



provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under RWHAP Part B. For guidance see the Scope of Work

(https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HCPMAI%20SOWFINAL_Nov2018_ADA.pdf). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/OA. CDPH/OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by February 28, 2019. The documents should be e-mailed to your assigned HIV Care Program Advisor.

If you have any questions, please feel free to contact me at (916)-449-5269 or abel.martinez@cdph.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Abel Martinez', with a stylized flourish at the end.

Abel Martinez, MPH
Chief, Care Operations Unit
Office of AIDS, California Department of Public Health

**Exhibit AI
List of Allocations**

County of Inyo
18-10869

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Alameda	\$1,366,541	\$1,366,541	\$1,366,541	\$1,366,541	\$1,366,541	\$6,832,707
Butte (Includes Glenn)	\$172,438	\$140,259	\$140,259	\$140,259	\$140,259	\$733,472
Contra Costa	\$611,187	\$480,375	\$480,375	\$480,375	\$480,375	\$2,532,688
Humboldt (Includes Del Norte)	\$160,401	\$135,165	\$135,165	\$135,165	\$135,165	\$701,061
Imperial	\$153,036	\$116,601	\$116,601	\$116,601	\$116,601	\$619,441
Inyo	\$80,355	\$80,355	\$80,355	\$80,355	\$80,355	\$401,777
Kern	\$876,915	\$765,179	\$765,179	\$765,179	\$765,179	\$3,937,629
Kings	\$85,732	\$66,226	\$66,226	\$66,226	\$66,226	\$350,637
Long Beach	\$1,347,497	\$1,104,424	\$1,104,424	\$1,104,424	\$1,104,424	\$5,765,194
Los Angeles	\$5,000,000	\$8,501,444	\$8,501,444	\$8,501,444	\$8,501,444	\$39,005,776
Madera	\$98,794	\$77,958	\$77,958	\$77,958	\$77,958	\$410,626
Marin	\$196,406	\$161,170	\$161,170	\$161,170	\$161,170	\$841,086
Merced	\$124,811	\$95,393	\$95,393	\$95,393	\$95,393	\$506,381
Mono	\$44,550	\$44,550	\$44,550	\$44,550	\$44,550	\$222,750
Monterey (Includes San Benito)	\$342,999	\$270,701	\$270,701	\$270,701	\$270,701	\$1,425,804
Nevada	\$49,862	\$38,366	\$38,366	\$38,366	\$38,366	\$203,324
Orange	\$2,705,624	\$2,315,662	\$2,315,662	\$2,315,662	\$2,315,662	\$11,968,272
Plumas (Includes Lassen, Modoc, Sierra, Siskiyou)	\$233,694	\$181,513	\$181,513	\$181,513	\$181,513	\$959,744
Riverside	\$1,454,431	\$1,149,316	\$1,149,316	\$1,149,316	\$1,149,316	\$6,051,693
Sacramento (includes El Dorado, Placer and Yolo)	\$1,262,278	\$986,066	\$986,066	\$986,066	\$986,066	\$5,206,543
San Bernardino	\$943,680	\$943,680	\$943,680	\$943,680	\$943,680	\$4,718,401
San Diego	\$2,291,806	\$2,291,806	\$2,291,806	\$2,291,806	\$2,291,806	\$11,459,032
San Francisco	\$3,248,921	\$2,672,237	\$2,672,237	\$2,672,237	\$2,672,237	\$13,937,869
San Joaquin	\$552,736	\$464,049	\$464,049	\$464,049	\$464,049	\$2,408,933
San Mateo	\$384,482	\$302,549	\$302,549	\$302,549	\$302,549	\$1,594,678
Santa Barbara	\$257,928	\$214,474	\$214,474	\$214,474	\$214,474	\$1,115,824
Santa Clara	\$1,105,107	\$883,493	\$883,493	\$883,493	\$883,493	\$4,639,080
Santa Cruz	\$144,818	\$114,195	\$114,195	\$114,195	\$114,195	\$601,598
Solano	\$234,144	\$234,144	\$234,144	\$234,144	\$234,144	\$1,170,719
Stanislaus	\$186,573	\$186,573	\$186,573	\$186,573	\$186,573	\$932,865

**Exhibit AI
List of Allocations**

County of Inyo
18-10869

Ryan White HIV/AIDS Program - Part B						
Contractor Name	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tulare	\$245,689	\$245,689	\$245,689	\$245,689	\$245,689	\$1,228,447
Ventura	\$562,354	\$286,072	\$286,072	\$286,072	\$286,072	\$1,706,640
Ampla Health (Colusa, Sutter, Yuba)	\$154,493	\$119,904	\$119,904	\$119,904	\$119,904	\$634,110
Caring Choices (Shasta, Tehama, Trinity)	\$209,439	\$159,995	\$159,995	\$159,995	\$159,995	\$849,419
Community Medical Center (Fresno)	\$713,515	\$568,065	\$568,065	\$568,065	\$568,065	\$2,985,777
CCMC (Lake)	\$49,426	\$49,426	\$49,426	\$49,426	\$49,426	\$247,132
John C. Fremont (Mariposa)	\$44,195	\$44,195	\$44,195	\$44,195	\$44,195	\$220,977
MCAVHN (Mendocino)	\$73,622	\$58,020	\$58,020	\$58,020	\$58,020	\$305,702
Queen of the Valley (Napa)	\$83,148	\$65,247	\$65,247	\$65,247	\$65,247	\$344,137
Access Support Network (San Luis Obsispo)	\$122,100	\$93,227	\$93,227	\$93,227	\$93,227	\$495,008
Santa Rosa CHC (Sonoma)	\$334,949	\$265,809	\$265,809	\$265,809	\$265,809	\$1,398,185
Sierra Hope (Amador, Calaveras, Tuolumne)	\$133,451	\$104,013	\$104,013	\$104,013	\$104,013	\$549,505
Total	\$28,444,129	\$28,444,129	\$28,444,129	\$28,444,129	\$28,444,129	\$142,220,645

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in the Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Invoice Desk
California Department of Public Health
CARE Program
MS 770
1616 Capitol Avenue, Suite 616
Sacramento, CA 95899-7426

- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$401,777.

Exhibit B
Budget Detail and Payment Provisions

- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

- 17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
- 18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.
- 19. STATE-FUNDED RESEARCH GRANTS:**
- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 37

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: **August 6, 2019**

SUBJECT: Declare the National Council on Crime and Delinquency (NCCD) as a Sole Source Provider and request ratification and approval of the contract with NCCD for the provision of Safe Measures® Internet Reporting Services.

DEPARTMENTAL RECOMMENDATION:

Request the Board to:

- 1) Declare the National Council on Crime and Delinquency as a Sole Source Provider;
- 2) Ratify and approve the contract between the County of Inyo and the National Council on Crime and Delinquency for the provision of Safe Measures® Internet Reporting Services, in an amount not to exceed \$13,230.00 for the period of July 1, 2019 through June 30, 2021, contingent upon adoption of future budgets; and
- 3) Authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In 2004, the State passed AB 636, legislation that directed child welfare programs statewide to enter a process of system evaluation and improvement planning in an effort to improve the outcomes for children and families involved in the child welfare system statewide. This legislation identified specific safety and permanency outcome measures that are monitored on a quarterly basis by the California Department of Social Services. The Safe Measures® Internet Reporting Service, which is provided by the National Council on Crime and Delinquency, is a one of a kind, proprietary program that provides Inyo County the ability to track social worker compliance and outcomes and allows us to monitor the individual performance of Inyo County and its social work staff in the identified state and federal outcome measures to ensure compliance.

Safe Measures® is a subscription reporting service which permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format from Inyo County child welfare system (CWS/CMS) data. Safe Measures® provides bi-weekly child abuse/neglect metrics established by the State of California and United States Department of Human Services to monitor the provision of services to victims of child abuse/neglect and their families. Reports created under this service permit Inyo County to estimate current workload demand, plan more effective child welfare service interventions and monitor certain performance indicators established by various state and federal regulations. Safe Measures® includes case level quality control displays to allow improved compliance with state and federal performance audits. Safe Measures® is currently used by more than half of California counties as well as the California Department of Social Services.

The attached contract for the period beginning July 1, 2019 through June 30, 2021 authorizes the National Council on Crime and Delinquency (NCCD) to continue to provide Safe Measures® Internet Reporting

Services, as they are currently providing those services to Inyo County. The contract details and scope of work, in particular the standard termination provision, continues to be modified to meet the requirements of Inyo County and the National Council on Crime and Delinquency. Specifically, the standard termination clause has been amended to reflect language consistent with the requirements of NCCD, in order to ensure breach of website restrictions, use and development of competing products are subject to immediate termination.

Safe Measures® is utilized by both the State and Child Welfare Departments across the State. Utilizing Safe Measures® will allow the Department to have the same data and information the State is seeing and assessing the County on.

The Department is respectfully requesting your Board declare the National Council on Crime and Delinquency as a sole source provider and ratify and approve the contract in order for NCCD to continue providing for the provision of Safe Measures® Internet Reporting Services.

ALTERNATIVES:




Your Board could opt to not approve the Contract with the National Council on Crime and Delinquency, as this is not mandated by the State. However, this the only service available that will allow our County to track performance outcomes in a manner that allows for quality assurance in regards to our compliance with meeting the State and Federal performance outcome targets.

OTHER AGENCY INVOLVEMENT:

The Safe Measures Internet Reporting Services works in conjunction with UC Berkeley’s CWS/CMS Dynamic Report System Performance Indicators Project. Both UC Berkeley and the NCCD contract with CDSS to provide these services at the State level.

FINANCING:

State and Federal funds and Social Services Realignment. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/18/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/10/2019</u>
DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received)	 Date: <u>7/24/19</u>

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the SafeMeasures® Internet Reporting services of National Council on Crime and Delinquency of Oakland, CA 94612 (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

(A) 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 Keri Oney, whose title is: HHS Deputy Director, Aging & Social Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. COUNTY OBLIGATIONS.

(A) Access to County Data. If requested by Contractor, County will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by Contractor. If a third party supplies data, County will authorize and facilitate release of the data to Contractor.

(B) Data Submission. County or other third party supplying CWS/CMS data shall use one of the following methods to send weekly extracts of agency CWS/CMS data to Contractor for processing and analysis:

- COMPACT DISK. County or supplying party will copy data onto one or more compact disks and mail to Contractor via overnight delivery service, or:
- SECURED FILE TRANSFER PROTOCOL (SFTP) OVER SECURE SHELL (SSH). County or supplying party will send data over a secured channel to Contractor's SSH server. This transfer may be made using a dedicated SSH file transfer client.

(C) Access to Website Restricted. The right to access SafeMeasures® website is jurisdiction and agency-specific. Only the County Department of Health and Human Services and its employees or agents may access or use the SafeMeasures® website for the County's monitoring and reporting needs. Specifically, and without limitation, the County may not act as a relay or intermediary allowing access to the SafeMeasures® website to a third party jurisdiction, agency, individual, or business for any purpose.

(D) Use. County may use SafeMeasures® for its internal purposes only. This does not extend to restrict the release of documentary products of SafeMeasures® under the control and custody of County that may be authorized pursuant to applicable state or federal laws including, but not limited to, the California Public Records Act and applicable California Welfare and Institutions Code provisions.

(E) Competing Services or Products. County shall not use all or any part of SafeMeasures® or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures®, regardless of whether such service or product is distributed with or without consideration.

(F) Notification of Rights. In copying SafeMeasures® web reports as authorized under the terms of the Agreement, County will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures®. County will use reasonable efforts to keep person with access to SafeMeasures® from modifying any of the copyright notices that appear on SafeMeasures® media documentation, files and banners.

3. TERM.

The term of this Agreement shall be from July 1, 2019 to June 30, 2021 unless sooner terminated as provided below.

4. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirteen Thousand Two Hundred Thirty Dollars (\$ 13,230.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

5. 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.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY AND CONTRACTOR PROPERTY.

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

B. Copyright Ownership and License. County acknowledges that Contractor owns the copyright in all graphic interfaces, reports, displays and formats, (Original Works). Contractor grants County a fully paid up license to display, reproduce and distribute the Original Works for its internal purposes for the Term of the Agreement.

9. 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.

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

Contractor'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 Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, 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.

12. RECORDS AND AUDIT.

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

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

13. 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.

14. TERMINATION.

A party may terminate this Agreement if the other party commits a material breach that is not cured within thirty (30) days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of County's obligation to pay fees under this Agreement or a breach of paragraphs C, D, or E of Section 2 (County Obligations).

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. 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-five (25) below.

18. WARRANTY BY CONTRACTOR.

Contractor warrants that:

A. Provided that County or another designated party regularly submits the required raw CWS/CMS data to Contractor, SafeMeasures® will perform substantially or described in this contract and SafeMeasures® promotional material.

B. 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.

C. Contractor will utilize all reasonable means and due diligence to protect the confidentiality and security of County data.

D. Except for the foregoing express warranties, Contractor neither makes nor grants any other warranties, express or implied. Contractor excludes all implied warranties including specifically and implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The foregoing express warranty is the only warranty of any kind for SafeMeasures®. Contractor makes no warranties that SafeMeasures® will be offered without interruption.

E. County acknowledges that Contractor will provide no monitoring, analysis or review of the accuracy or quality of the County's data accessed through SafeMeasures®

19. WARRANTY BY COUNTY.

County warrants that:

A. County will only allow access to SafeMeasures® as permitted under this Agreement. If County wishes to extend its use of SafeMeasures® beyond this Agreement, County will obtain Contractor's prior written consent and pay the applicable Reporting Service Subscription Fees.

B. County will provide the requested case based CWS/CMS data to Contractor using one of the methods described in Paragraph B of Section 2 (County Obligations), or if data is supplied by another party, execute all necessary agreements and permissions to release this data to Contractor.

20. CONFIDENTIALITY.

Contractor will utilize all reasonable means and due diligence to protect the confidentiality and security of County data. Except as otherwise expressly set forth below, County acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1966 (the "HIPAA" Privacy and Security Rules") do not apply to the County data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, Contractor acknowledges that the County data may include health information and other information of a personal and sensitive nature, and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.

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.

21. CONFLICTS.

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

22. POST AGREEMENT COVENANT.

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

23. 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.

24. 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-five (25) (Amendment).

25. 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.

26. NOTICE.

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

County of Inyo:
HEALTH AND HUMAN SERVICES Department
P.O. Drawer A Mailing Address
Independence, CA 93526 City and State

Contractor:
NATIONAL COUNCIL ON CRIME AND DELINQUENCY Name
1970 Broadway, Suite 500 Street
Oakland, CA 94612 City and State

27. 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 National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]

County Risk Manager

S:\CoCo\Contracts\Misc\National Council Crime and Delinquency SafeMeasures

AGREEMENT BETWEEN COUNTY OF INYO

**AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: 
Signature

Dated: _____

Laurie J. Wetzel
Print or Type Name

Dated: 7/15/19

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

S:CoCo/Contracts/Misc/NationalCouncilCrimedDelinquencySafeMeasres

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2021

SCOPE OF WORK:

Children's Research Center (CRC), located in Madison, Wisconsin, is a division of National Council on Crime and Delinquency (Contractor), headquartered in Oakland, California. CRC provides the Internet Reporting Services, SafeMeasures®, which develops bi-weekly child abuse/neglect metrics from Inyo County's Child Welfare System's data consistent with metrics established by the State of California and the United States Department of Human Services to monitor the provision of services to victims of child abuse/neglect and their families.

SafeMeasures® is a subscription reporting services which permits customers to monitor service delivery activity by navigation an extensive set of reports presented in graph and chart format from Inyo County's child welfare system (CWS/CMS) data. Reports created under this service permit Inyo County to estimate current workload demand, plan more effective child welfare services Interventions and monitor certain performance indicators established by various state and federal regulations. SafeMeasures® includes case level quality control display to allow improved compliance with state and federal performance audits.

1. **WEB BASED REPORTS.** During the Term of this Agreement Contractor will provide County with interactive web-based management reports, (Management Reports) which permit County to categorize agency compliance with various measures and permit County to identify the specific cases within each category. Contractor will specifically:

- (a) Provide Management Reports within 45 business days after first receiving raw CWS/CMS data from County and;
- (b) Provide regular updates of Management Reports, provided that the County of another agency regularly submits raw CWS/CMS data to the Contractor for processing and analysis. Such updates will be provided within three business days of receipt of the CWS/CMS data to Contractor.

2. **INSTALLATION.** County is responsible for providing access to the SafeMeasures® website via the Internet to its user. Contractor will, as requested, provide reasonable assistance (up to three hours) with set-up of users workstations and use of SafeMeasures® via telephone, fax or email at no additional charge to the fees. County may hire Contractor to provide additional training or assistance at the prevailing published rates plus travel expenses.

3. **TRAINING.** Contractor will provide up to two (2) remote training sessions via the Internet to train County Supervisors, managers and administrators, as well as any additional help desk, research and IT staff if appropriate.

ATTACHMENT A – CONTINUED

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures® Internet Reporting SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2021

SCOPE OF WORK:

4. **UPDATES.** During the Term of this Agreement, Contractor will provide to County updates, error corrections, and modifications to SafeMeasures® display (Updates) as such Updates become available. Updates do not include modifications to displays specifically requested by County. Any County requested modifications must be made by Contractor and Contractor's published services rates. Contractor reserves the right to use the displays created for County, and analyses to produce such displays for the other parties whether such displays were suggested by Contractor or the County. Contractor shall not use any County data in its publishing for other parties without obtaining County's permission.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures @ Internet Reporting SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2021

SCHEDULE OF FEES:

Reporting Service Subscription Fee, County will pay CONTRACTOR the fees (Reporting Service Subscription Fee) according to the payment schedule specified and all applicable taxes related thereto unless County provides evidence that County is exempt from such taxes.

Service Fee. CONTRACTOR reserves the right to charge additional service fees if County seeks assistance for any other matters not explicitly outlined by this Agreement.

Notwithstanding Paragraph 4.E. Billing and Payment, Six Thousand Six Hundred Fifteen
Dollars (\$ 6,615) shall be invoiced upon signing the contract.
Six Thousand Six Hundred Fifteen Dollars (\$ 6,615)
shall be invoiced on July 1, 2020.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND National Council on Crime and Delinquency
FOR THE PROVISION OF SafeMeasures ® Internet Reporting SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

ATTACHMENT C - Exhibit 8: Insurance Requirements for IT Vendor Services

IT Vendor 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 Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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 **\$1,000,000** per accident for bodily injury and property damage. May be waived by written request if vendor will not come onsite.
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 employee.)***
4. **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 as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

ATTACHMENT C - Exhibit 8: Insurance Requirements for IT Vendor Services

If the Vendor 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:

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Vendor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Vendor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Vendor 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 Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

ATTACHMENT C - Exhibit 8: Insurance Requirements for IT Vendor Services

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 Vendor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

- Consent Hearing
 Scheduled Time for
- Departmental
 Closed Session
- Correspondence Action
 Public
- Informational

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: UC Davis Training Contract

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$127,500.00 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of a FY 2019/20 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract comes before you for ratification as it was received by the Department towards the end of July 2019. Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains the evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide 30 units (days) of on-site training throughout the fiscal year. This will provide for continued training related to not only our technical Social Services program needs, but also related to professional employee development, management and supervision development and project management, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training, when feasible, with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

ALTERNATIVES:

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.



OTHER AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works and Child Support).

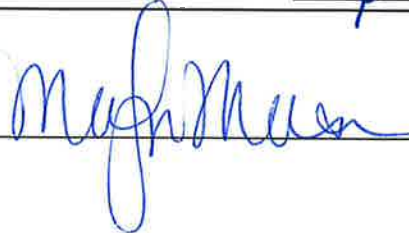
FINANCING:

State and Federal funding and Social Services Realignment. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/25/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>yes</u> Date: <u>7/29/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

 Date: 7/30/19



Agreement #GENT-2019-11
C000114021

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Continuing and Professional Education and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2019 through June 30, 2020. All courses must be completed by June 30, 2020.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

User:

Inyo County
Department of Health & Human Services
920 N Main Street
Bishop, CA 93514

Additional University:

Center for Human Services
UC Davis Continuing and
Professional Education
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.

14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.
15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

INYO COUNTY

By:  _____

By: _____

Name: Susan Catron, MPPA, EdD
Dean, UC Davis Continuing and
Professional Education

Name:

Date: 7/3/2019 _____

Date: _____

FEIN: 94-6036494

EXHIBIT A

TRAINING PROGRAM

1. 30.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is \$127,500.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

39

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Consider Approval of Memorandum of Understanding (MOU) between the County of Inyo and City of Bishop for the West Jay Street Extension Project

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Memorandum of Understanding (MOU) between the County of Inyo and City of Bishop for the West Jay Street Extension Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The proposed street extension project is located on West Jay Street (also known as First Street on some documents) between South Main Street and South Fowler Street. The purpose of the West Jay Street Extension project is to improve circulation, fire flow, and sewer service in the area of West Jay Street between South Main Street and South Fowler Street. The project is needed to provide access, fire protection, and sewer service to new Los Angeles Department of Water and Power (LADWP) facilities that are proposed and under construction along West Jay Street as well as to surrounding undeveloped properties. The project is a joint cooperation between the City of Bishop, LADWP and the County of Inyo.

Under this MOU, the County of Inyo will reimburse the City of Bishop an estimated \$233,155 for construction of a section (approximately 410 linear feet west of South Main Street) of West Jay Street which includes the following:

- Reconstruct the existing pavement section for a width of 36 feet, reconstruct existing curb, gutter, driveways and sidewalk on the north side of West Jay Street for a distance of approximately 410 linear feet west of South Main Street and install three (3) trees and associated irrigation along this section of roadway.

The City of Bishop will ensure the project complies with applicable environmental laws and obtain environmental clearances; prepare plans, specifications, cost estimates; advertise for construction bid, award and manage the West Jay Street Construction Project.

ALTERNATIVES:

Your Board could choose not to enter into this agreement with the City of Bishop. This is not recommended as staff believes this is an excellent opportunity to reconstruct the existing portion of West Jay Street efficiently and cost effectively as part of the City of Bishop's West Jay Street Extension project.

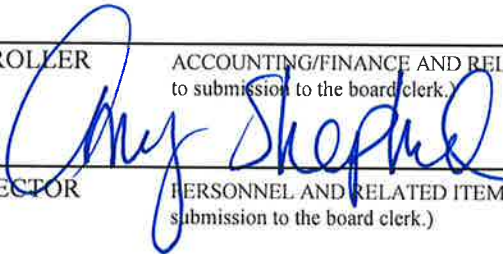
OTHER AGENCY INVOLVEMENT:

CAO

- ✓ County Counsel
- ✓ Auditor's Office
- City of Bishop

FINANCING:

This portion of the project will be funded by the Road Department Budget 034600, object code 5700 Construction in Progress.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:  Date <u>09/27/19</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>7/29/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 7/30/19

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BISHOP AND THE COUNTY OF INYO
FOR THE CONSTRUCTION OF 410 LINEAR FEET OF WEST JAY STREET**

1.1 PURPOSE

The purpose of the West Jay Street Extension project is to improve circulation, fire flow, and sewer service in the area of West Jay Street between South Main Street and South Fowler Street. The project is needed to provide access, fire protection, and sewer service to new Los Angeles Department of Water and Power (DWP) facilities that are proposed and under construction along West Jay Street as well as to surrounding undeveloped properties. Undeveloped properties include a 5.75 acre property owned by Inyo County at the southwest corner of Fowler and Jay.

1.2 PROJECT LOCATION

The project is located on West Jay Street between South Main Street and South Fowler Street and near the City of Los Angeles Department of Water and Power (DWP) offices and other facilities.

West Jay Street (also known as First Street on some documents) is an unimproved paper street where it intersects with South Fowler Street. This intersection is the west end of the proposed project. West Jay Street continues eastward toward South Main Street unimproved for about 400 feet. From this point to South Main Street, the east end of the proposed project and also a distance of about 410 feet, the street is paved and improved on its north side with curb gutter and sidewalk.

Access to the site is from South Main Street and from South Fowler Street.

The site is in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7 Township 7 South Range 33 East Mount Diablo Baseline and Meridian.

1.3 PROJECT DESCRIPTION

The project is a joint cooperation between the City of Bishop, LADWP and the County of Inyo. The proposed project will do the following as more fully described in Exhibit A:

- Reconstruct the existing pavement section for a width of 36 feet and a distance of about 410 linear feet west of South Main Street.
- Reconstruct existing curb, gutter, driveways and sidewalk on the north side of West Jay Street for a distance of about 410 linear feet west of South Main Street.

- Extend pavement 32 feet wide from the west end of the existing pavement to South Fowler Street which is improved north of Jay.
- Construct new curb, gutter, and sidewalk along the north side of the extended pavement from the west end of the existing pavement to South Fowler Street which is improved north of Jay.
- Construct new 10 inch water line between South Fowler Street and South Main Street.
- Construct new 8 inch sewer line from near South Fowler Street to the end of the existing sewer main on the west side of South Main Street near Jay Street.
- Make other related improvements, such as trees, irrigation, and storm drain that are shown on the attached draft plans [Exhibit A]

1.4 COUNTY OF INYO’S PORTION OF WEST JAY STREET CONSTRUCTION PROJECT UNDER THIS MOU

The County of Inyo will reimburse the City of Bishop under this MOU for the proposed portion of West Jay Street Construction which includes the following:

- Reconstruct the existing pavement section for a width of 36 feet and a distance of about 410 linear feet west of South Main Street.
- Reconstruct existing curb, gutter, driveways and sidewalk on the north side of West Jay Street for a distance of about 410 linear feet west of South Main Street.
- Install three (3) trees and associated irrigation.

NOW, THEREFORE, THE COUNTY OF INYO AND THE CITY OF BISHOP AGREE AS FOLLOWS:

WHEREAS, the County of Inyo desires to reconstruct the existing portion of West Jay Street; and

WHEREAS, the City of Bishop plans to extend West Jay Street in conjunction with ongoing and planned construction of DWP facilities; and

WHEREAS, the reconstruction of the existing portion of West Jay Street can be most efficiently reconstructed as part of city’s West Jay Street Extension project; and

THEREFORE, the County of Inyo agrees to reimburse the City of Bishop the actual cost of the County of Inyo’s portion of the project. The County of Inyo’s portion of the

project is estimated to be \$233,155.13. (See attached Exhibit B for estimated project cost breakdowns); and

THEREFORE, the City of Bishop will ensure the project complies with applicable environmental laws and obtain environmental clearances; and

THEREFORE, the City of Bishop will prepare plans, specifications and cost estimates for the West Jay Street Construction; and

THEREFORE, the City of Bishop will advertise for construction bid, award and manage the West Jay Street Construction Project.

1. The City of Bishop shall require the contractor awarded the West Jay Street Construction Project to hold harmless, defend and indemnify Inyo County 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 negligence act or omission of the City of Bishop, except where caused by the active negligence or willful misconduct of Inyo County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.
2. The City of Bishop shall require the contractor awarded the West Jay Street Construction Project to maintain Workers' Compensation insurance as required by the State of California, with statutory limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. The City of Bishop hereby agrees to waive rights of subrogation which any insurer of the City of Bishop may acquire from the City of Bishop by virtue of the payment of any loss. The City of Bishop agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Inyo, its agents, officers, employees and volunteers. [We, as required by law, require the same limit but the City Attorney will need to review this as well.]
3. This MOU shall take effect when it is signed by authorized representatives of the City of Bishop and the County of Inyo. It shall remain in effect until the West Jay Street Extension project is completed, a Notice of Completion (NOC) is filed and the project is closed out by the City of Bishop.

4. This MOU shall be administered on behalf of the City of Bishop and the County of Inyo by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

City of Bishop:

**Mr. David Grah
377 West Line St.
Bishop CA 93514**

Inyo County:

**Mr. Michael Errante
P.O. Box Q
Independence CA 93526**

5. This document constitutes a complete agreement between the County of Inyo and the City of Bishop and any modification will not be in force and effect until such modification is reduced to writing and signed by all parties.

By the signatures of their authorized representatives appearing below, the City of Bishop and the County of Inyo agree to perform and abide by the terms of this MOU.

County of Inyo

City of Bishop

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

City Attorney

By: _____

By: _____

Dated: 07/23/2015

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

By: _____

Dated: _____

Dated: _____

4. This MOU shall be administered on behalf of the City of Bishop and the County of Inyo by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

City of Bishop:

**Mr. David Grah
377 West Line St.
Bishop CA 93514**

Inyo County:

**Mr. Michael Errante
P.O. Box Q
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By the signatures of their authorized representatives appearing below, the City of Bishop and the County of Inyo agree to perform and abide by the terms of this MOU.

County of Inyo

City of Bishop

By: _____

By: _____

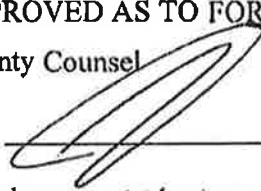
Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

City Attorney

By:  _____

By: _____

Dated: 07/27/2015

Dated: _____

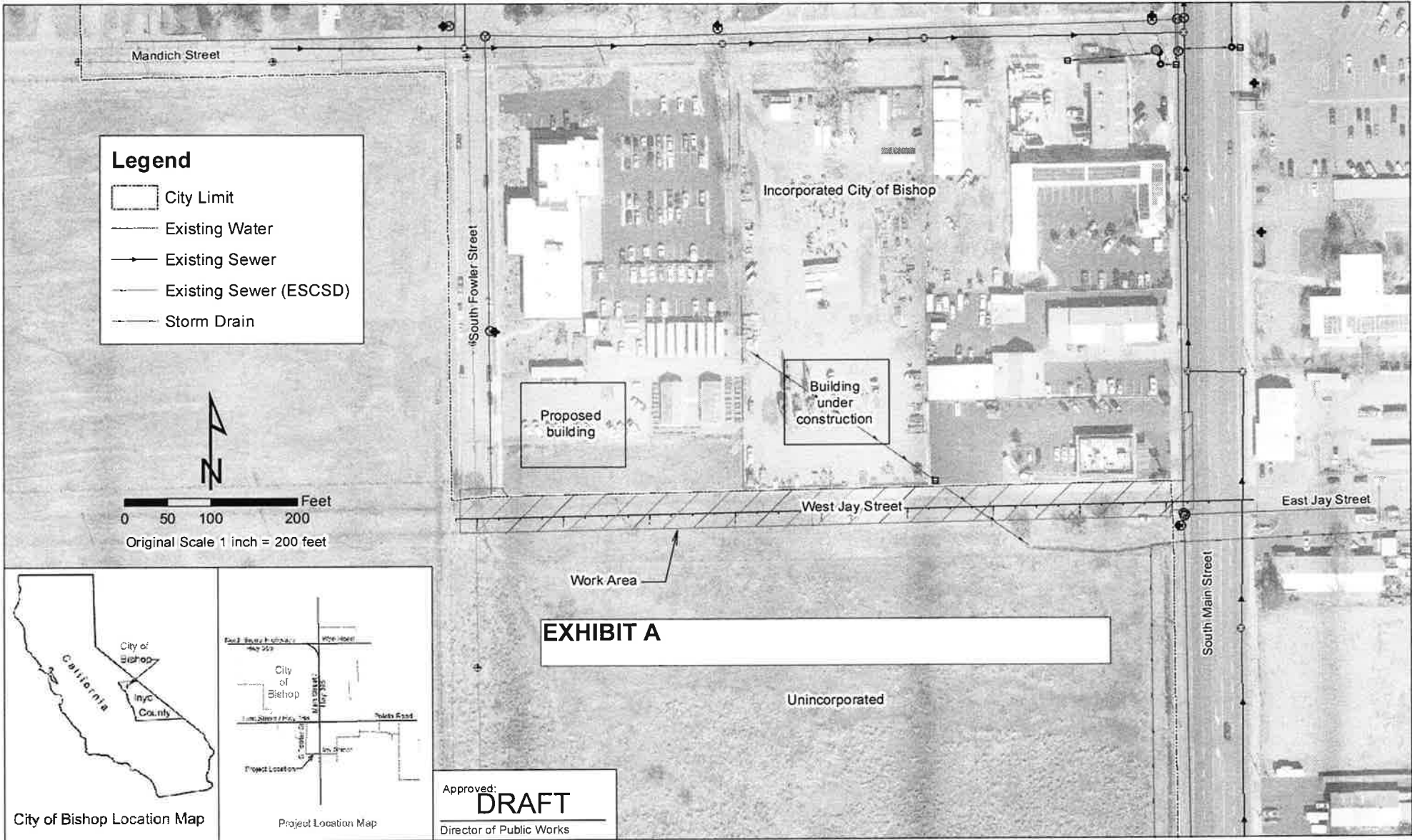
APPROVED FOR RISK MANAGEMENT:

By:  _____

By: _____

Dated: 07-25-2019

Dated: _____



Legend

- City Limit
- Existing Water
- Existing Sewer
- Existing Sewer (ESCSD)
- Storm Drain

N

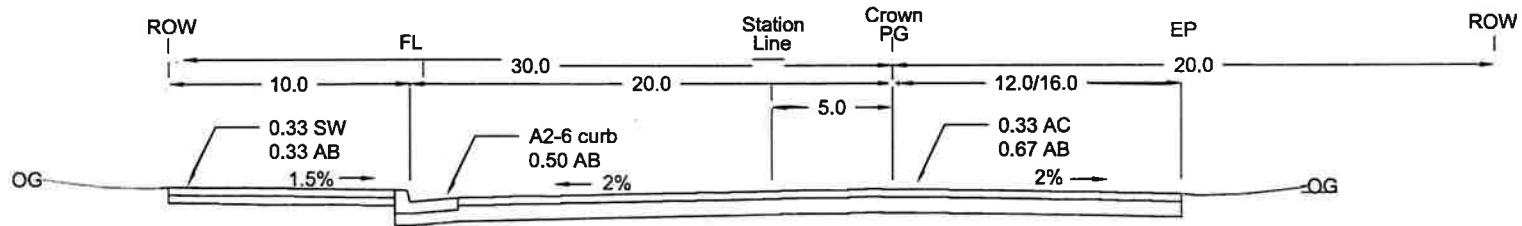
0 50 100 200 Feet

Original Scale 1 inch = 200 feet



Approved: **DRAFT**
 Director of Public Works

EXHIBIT A

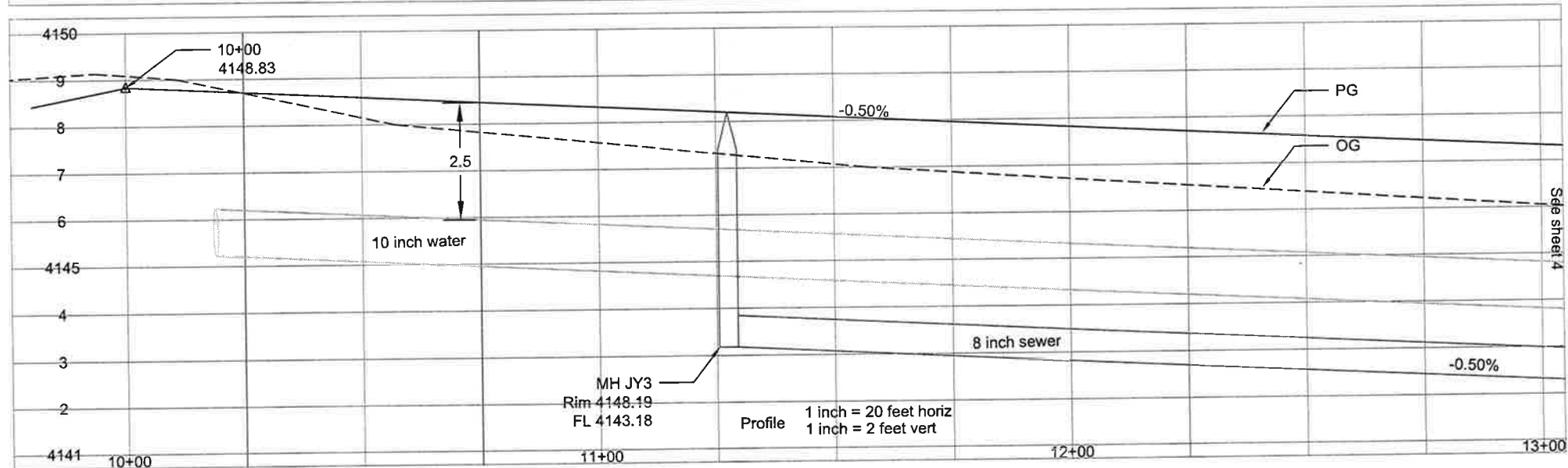
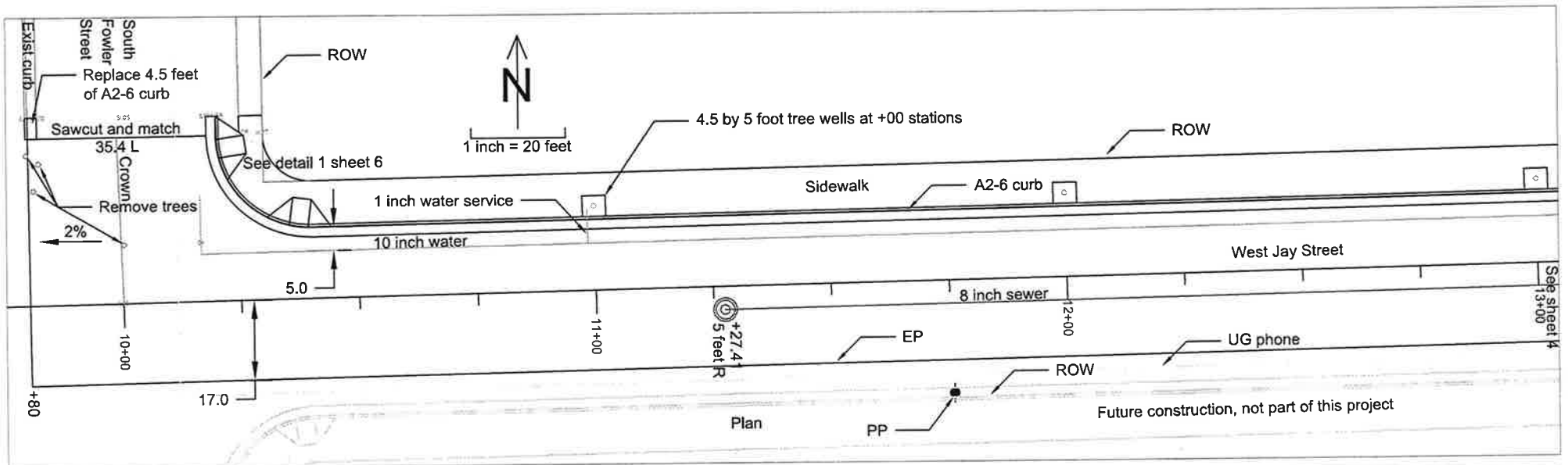


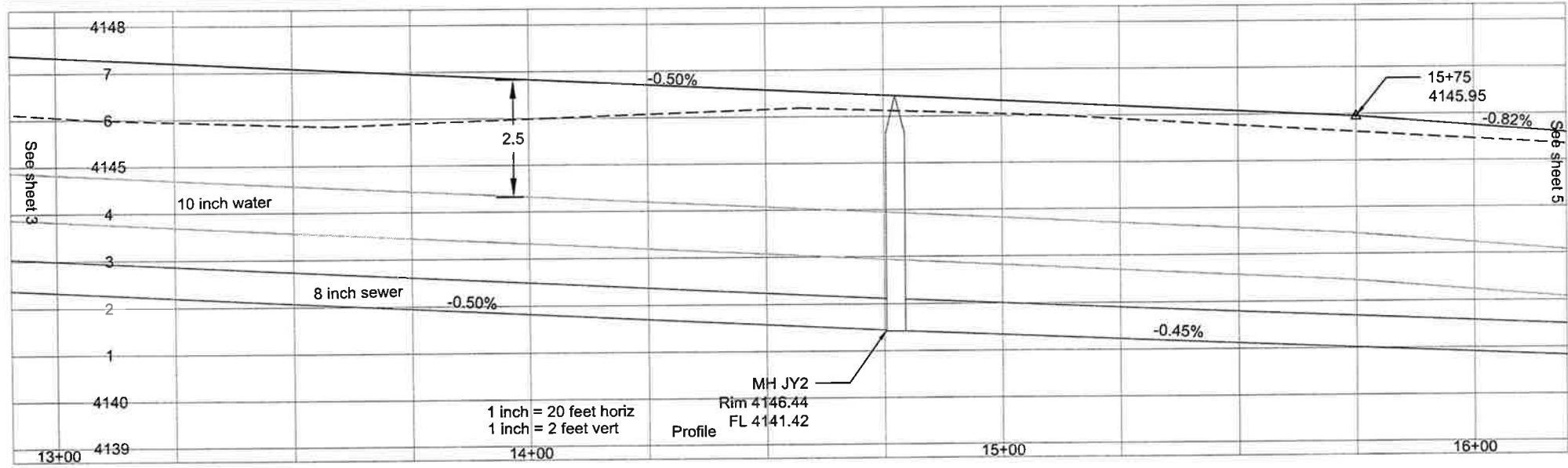
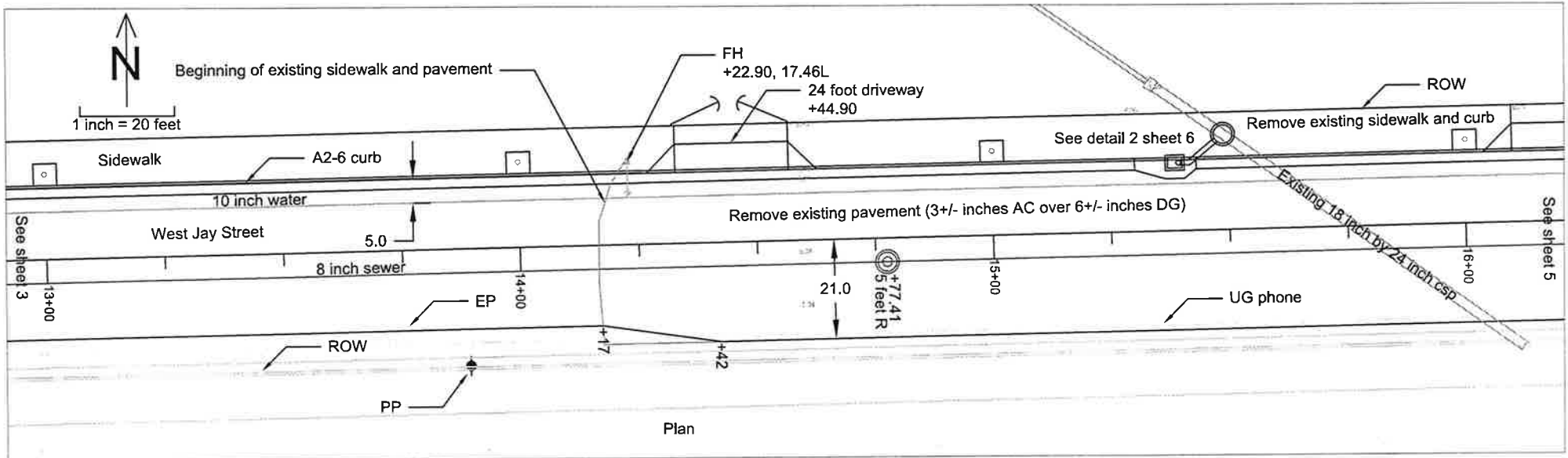
West Jay Street Cross Section

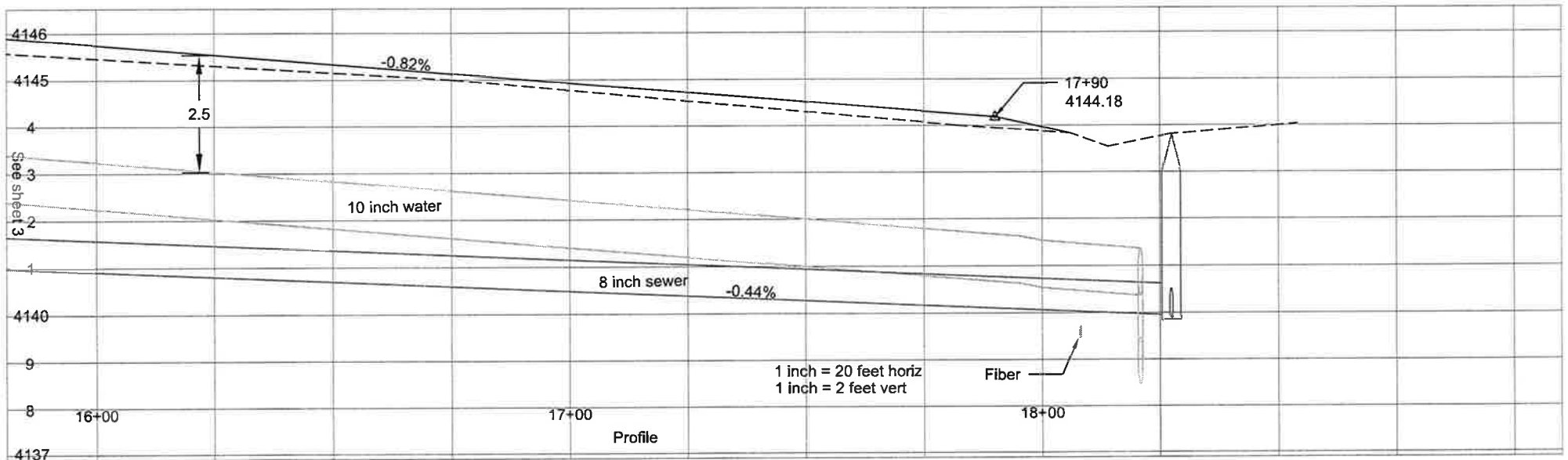
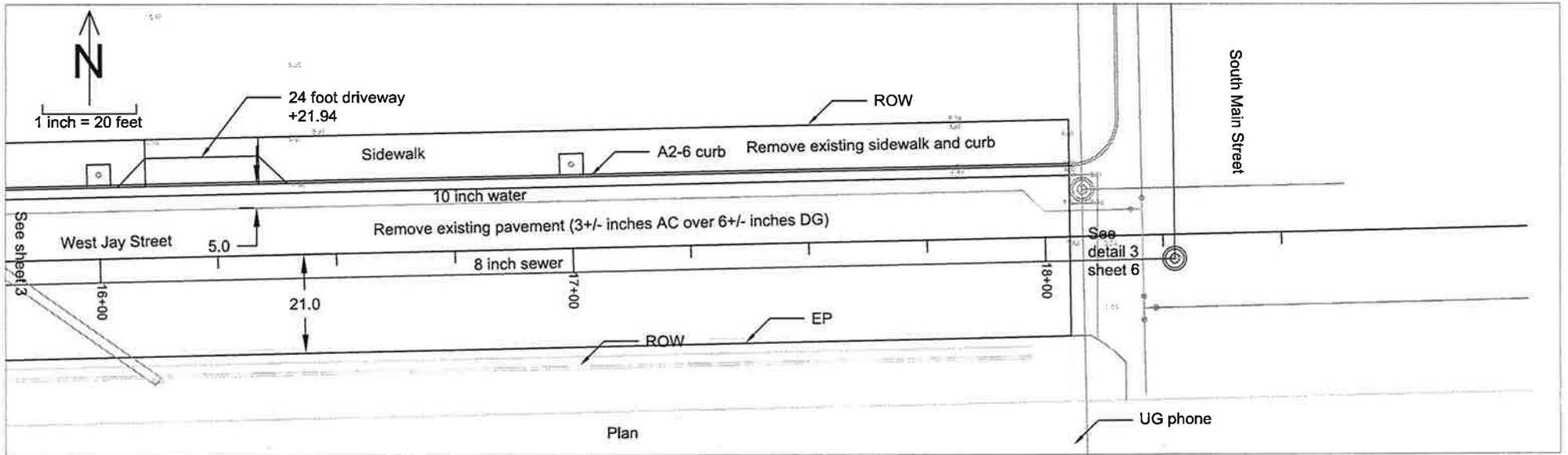
DRAFT
City of Bishop

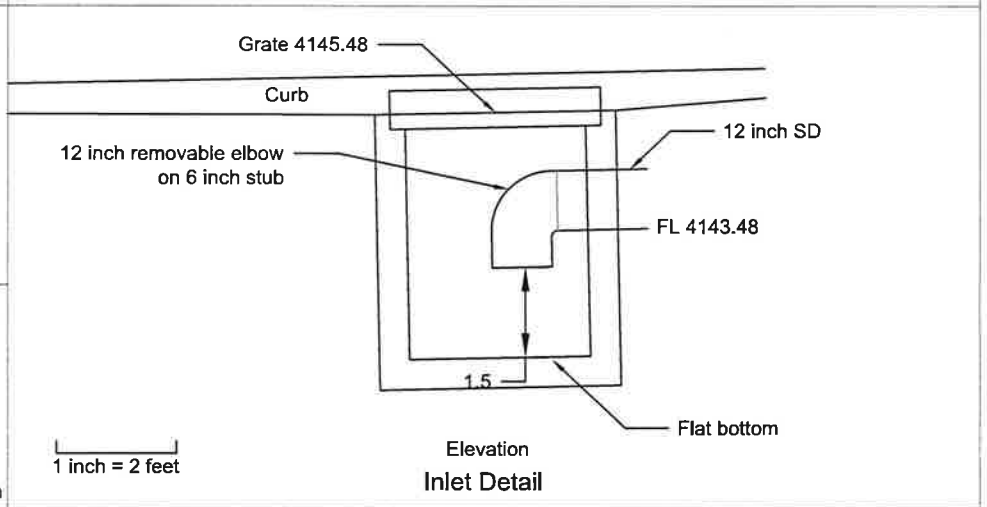
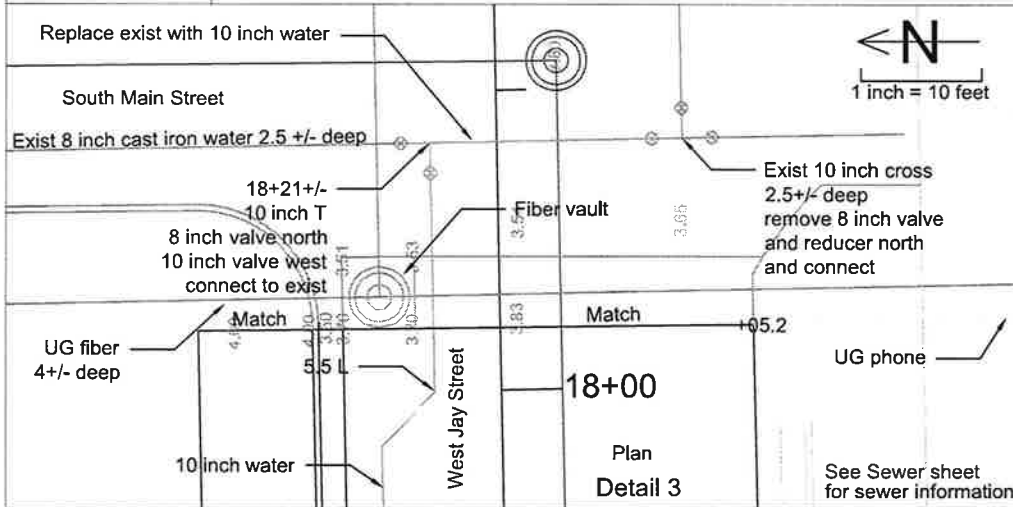
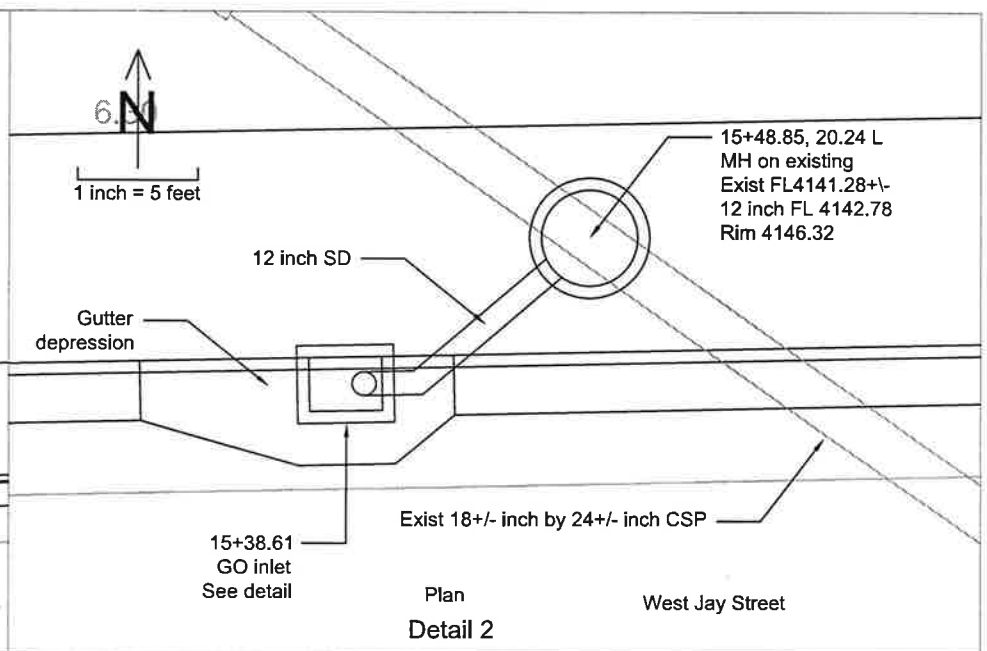
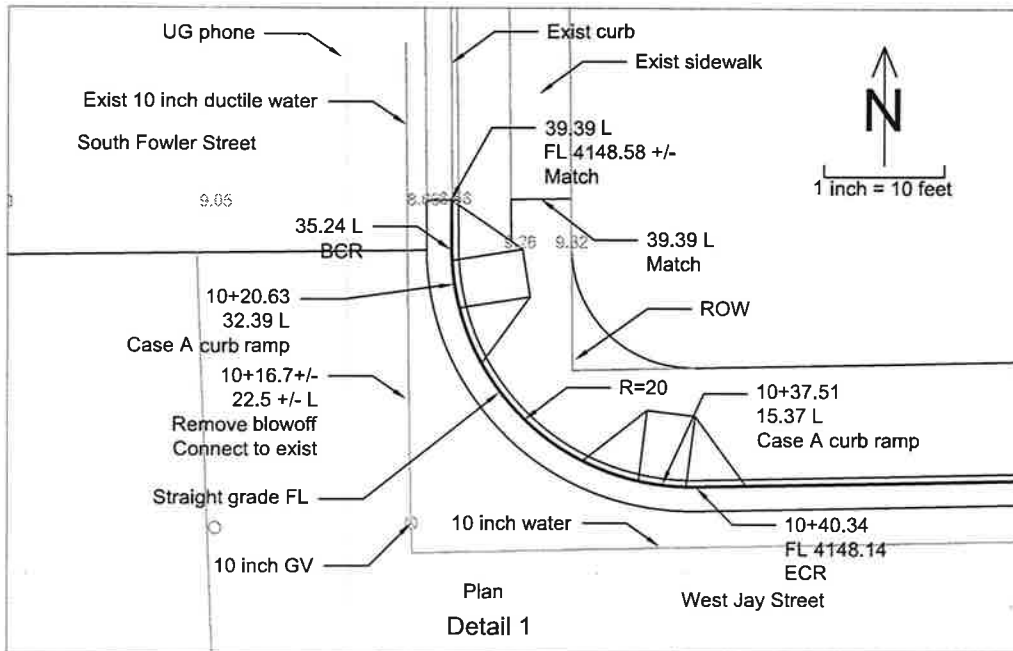
Sheet 2 of 7

West Jay Street Extension Project - Cross Section









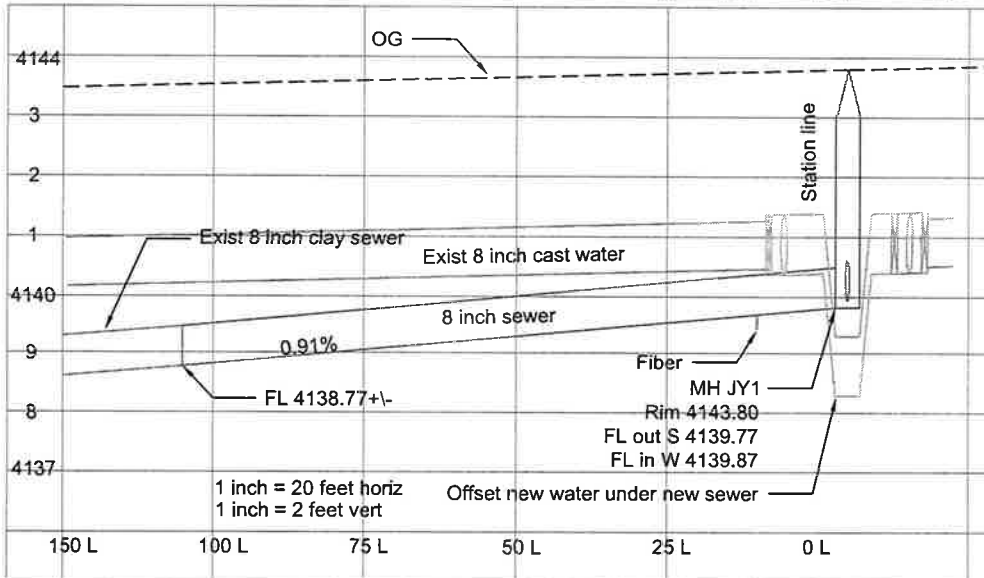
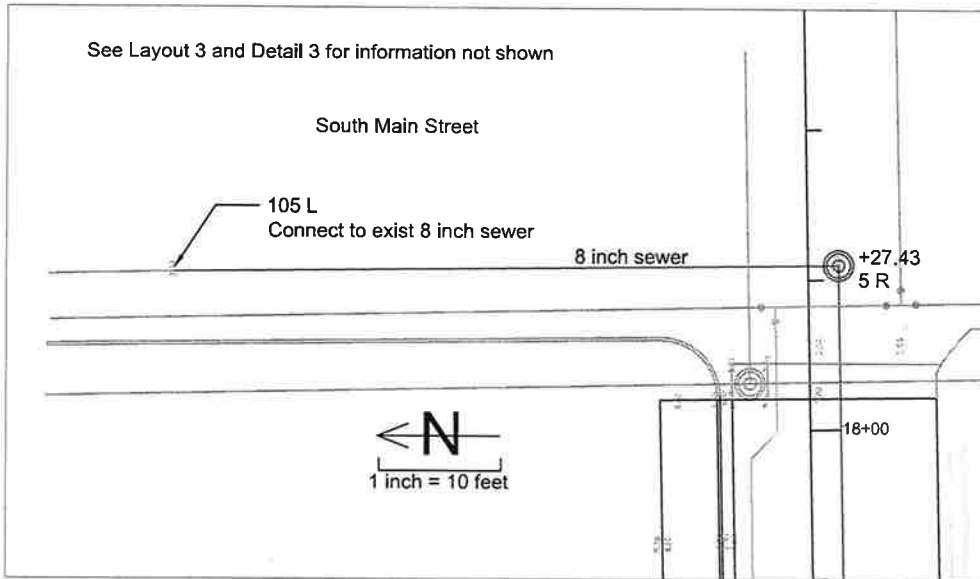


EXHIBIT B

WEST JAY STREET EXTENSION PROJECT COST ESTIMATE

Item	Quantity	Unit	Description	Price		5%		% Shares			\$ Shares			
					Total	Contingency	Total	DWP	Inyo	Bishop	DWP	Inyo	Bishop	
1	1	LS	Mobilization	\$ 25,000.00	\$ 25,000.00	\$ 1,250.00	\$ 26,250.00	44%	47%	9%	\$ 11,418.75	\$ 12,390.00	\$ 2,441.25	
2	1	LS	Erosion Control	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 5,250.00	44%	47%	9%	\$ 2,283.75	\$ 2,478.00	\$ 488.25	
3	1	LS	Traffic Control	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 5,250.00	44%	47%	9%	\$ 2,283.75	\$ 2,478.00	\$ 488.25	
4	4	EA	Remove Tree	\$ 1,500.00	\$ 6,000.00	\$ 300.00	\$ 6,300.00	60%	40%	0%	\$ 3,780.00	\$ 2,520.00	\$ -	
5	13,197	SF	Remove Pavement	\$ 0.50	\$ 6,598.50	\$ 329.93	\$ 6,928.43	0%	100%	0%	\$ -	\$ 6,928.43	\$ -	
6	4,572	SF	Remove Concrete	\$ 0.75	\$ 3,429.00	\$ 171.45	\$ 3,600.45	0%	100%	0%	\$ -	\$ 3,600.45	\$ -	
7	1	EA	Irrigation	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 5,250.00	60%	40%	0%	\$ 3,150.00	\$ 2,100.00	\$ -	
8	1	EA	Inlet	\$ 8,000.00	\$ 8,000.00	\$ 400.00	\$ 8,400.00	100%	0%	0%	\$ 8,400.00	\$ -	\$ -	
9	10	LF	Storm Drain	\$ 150.00	\$ 1,500.00	\$ 75.00	\$ 1,575.00	100%	0%	0%	\$ 1,575.00	\$ -	\$ -	
10	1	EA	Storm Drain Manhole	\$ 8,000.00	\$ 8,000.00	\$ 400.00	\$ 8,400.00	100%	0%	0%	\$ 8,400.00	\$ -	\$ -	
11	3,030	SF	Sidewalk (Inyo)	\$ 20.00	\$ 60,600.00	\$ 3,030.00	\$ 63,630.00	0%	100%	0%	\$ -	\$ 63,630.00	\$ -	
12	3,651	SF	Sidewalk (DWP)	\$ 20.00	\$ 73,020.00	\$ 3,651.00	\$ 76,671.00	100%	0%	0%	\$ 76,671.00	\$ -	\$ -	
13	514	SF	Driveway	\$ 25.00	\$ 12,850.00	\$ 642.50	\$ 13,492.50	0%	100%	0%	\$ -	\$ 13,492.50	\$ -	
14	385	LF	Curb (Inyo)	\$ 60.00	\$ 23,100.00	\$ 1,155.00	\$ 24,255.00	0%	100%	0%	\$ -	\$ 24,255.00	\$ -	
15	416	LF	Curb (DWP)	\$ 60.00	\$ 24,960.00	\$ 1,248.00	\$ 26,208.00	100%	0%	0%	\$ 26,208.00	\$ -	\$ -	
16	2	EA	Curb Ramp	\$ 5,000.00	\$ 10,000.00	\$ 500.00	\$ 10,500.00	100%	0%	0%	\$ 10,500.00	\$ -	\$ -	
17	260	CY	Aggregate Base (Inyo)	\$ 75.00	\$ 19,500.00	\$ 975.00	\$ 20,475.00	0%	100%	0%	\$ -	\$ 20,475.00	\$ -	
18	374	CY	Aggregate Base (Both)	\$ 75.00	\$ 28,050.00	\$ 1,402.50	\$ 29,452.50	60%	40%	0%	\$ 17,671.50	\$ 11,781.00	\$ -	
19	263	TON	Asphalt Concrete (Inyo)	\$ 225.00	\$ 59,175.00	\$ 2,958.75	\$ 62,133.75	0%	100%	0%	\$ -	\$ 62,133.75	\$ -	
20	379	TON	Asphalt Concrete (Both)	\$ 225.00	\$ 85,275.00	\$ 4,263.75	\$ 89,538.75	60%	40%	0%	\$ 53,723.25	\$ 35,815.50	\$ -	
21	7	EA	Tree	\$ 250.00	\$ 1,750.00	\$ 87.50	\$ 1,837.50	60%	40%	0%	\$ 1,102.50	\$ 735.00	\$ -	
22	839	LF	Water Line 8 inch	\$ 125.00	\$ 104,875.00	\$ 5,243.75	\$ 110,118.75	50%	50%	0%	\$ 55,059.38	\$ 55,059.38	\$ -	
23	839	LF	Water 10 inch Increment	\$ 25.00	\$ 20,975.00	\$ 1,048.75	\$ 22,023.75	0%	0%	100%	\$ -	\$ -	\$ 22,023.75	
24	1	EA	Hydrant	\$ 7,500.00	\$ 7,500.00	\$ 375.00	\$ 7,875.00	100%	0%	0%	\$ 7,875.00	\$ -	\$ -	
25	810	LF	Sewer	\$ 135.00	\$ 109,350.00	\$ 5,467.50	\$ 114,817.50	33%	33%	33%	\$ 38,272.50	\$ 38,272.50	\$ 38,272.50	
26	3	EA	Sewer Manhole	\$ 8,000.00	\$ 24,000.00	\$ 1,200.00	\$ 25,200.00	33%	33%	33%	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	
27	1	LS	Staking	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 5,250.00	44%	47%	9%	\$ 2,283.75	\$ 2,478.00	\$ 488.25	
Total					\$ 743,507.50	\$ 37,175.38	\$ 780,682.88				\$ 339,058.13	\$ 369,022.60	\$ 72,602.25	
Contingency					\$ 37,175.38						43.4%	47.3%	9.3%	
Total with contingency					\$ 780,682.88									

West Jay Street Improvement Reconstruct 410 LF
 Cost Estimate
 INYO COUNTY SHARE

Item	Quantity	Unit	Description	Price	Total
1	1	LS	Mobilization	\$ 10,000.00	\$ 10,000.00
2	1	LS	Erosion Control (P)	\$ 2,000.00	\$ 2,000.00
3	1	LS	Traffic Control (P)	\$ 2,000.00	\$ 2,000.00
4	13,197	SF	Remove Pavement	\$ 0.50	\$ 6,598.50
5	4,572	SF	Remove Concrete	\$ 0.75	\$ 3,429.00
6	1	EA	Irrigation (P)	\$ 2,100.00	\$ 2,100.00
7	3,030	SF	Sidewalk	\$ 20.00	\$ 60,600.00
8	514	SF	Driveway	\$ 25.00	\$ 12,850.00
9	385	LF	Curb	\$ 60.00	\$ 23,100.00
10	325	CY	Aggregate Base	\$ 75.00	\$ 24,375.00
11	330	TON	Asphalt Concrete	\$ 225.00	\$ 74,250.00
12	3	EA	Tree	\$ 250.00	\$ 750.00
Total					\$ 222,052.50
Contingency				5%	\$ 11,102.63
Total with contingency					\$ 233,155.13



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

40

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Removal of one (1) tree on the North Side of Silver Canyon Road, at the First Street intersection, in Laws, North - East of Bishop, CA.

DEPARTMENTAL RECOMMENDATIONS:

Approve the removal of one (1) tree on the North Side of Silver Canyon Road, at the First Street intersection, in Laws, North - East of Bishop, CA. Tree removal will be performed by County forces.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department had received a request by the County Water Systems to remove a small hazard tree that was allowed to grow directly adjacent to and over an 8" water main and valve cluster that is part of the Laws Town Water System. This tree is growing directly North of a three valve cluster for the Water Systems and should have been removed as part of the regular maintenance when it first sprouted after the installation of the lines, but was missed.

ALTERNATIVES:

Allowing this tree to remain will damage County infrastructure.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Removal operations will be performed as part of the Road Departments maintenance operations.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: _____ Date _____

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

Emily Shepherd

Approved: *yes* Date *7/29/19*

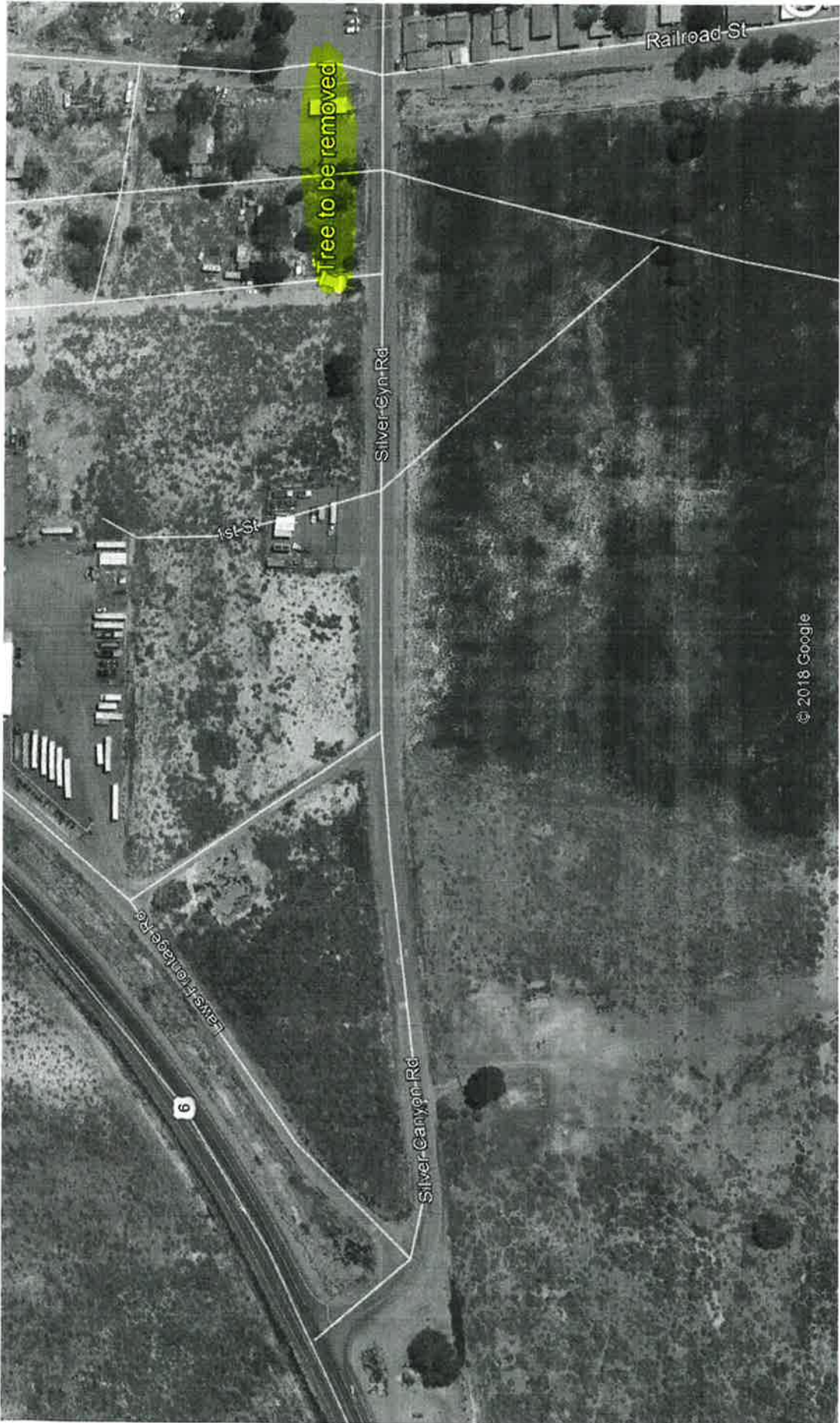
PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]*

(Not to be signed until all approvals are received)

Date: *7/30/19*





AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

41

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Removal of one (1) tree at 135 South Jackson Street, Independence, CA.

DEPARTMENTAL RECOMMENDATIONS:

Approve the removal of one (1) tree at 135 South Jackson Street, Independence, CA. Tree removal will be performed by County forces.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department had received a request by the County Water Department to remove a hazard tree in front of the Departments office at 135 South Jackson Street. The roots from this tree had previously lifted the sidewalk in front of the Water Department and created a tripping hazard. A few years ago the County Road Department had removed the sidewalk sections, removed the roots, and replaced the sidewalk sections. After approximately three years, the trees roots have lifted the sidewalk again, creating another tripping hazard. This will require the sidewalk to be ground flush or replaced again. Additionally, there has been damage done to parked vehicles from falling limbs, and numerous tripping hazards from the seed pods. It was determined that a professional tree assessment report was warranted to assess the long term health and viability of this tree in its current location.

This removal request is based on the recommendation of a tree service consult (Attachment A), where the assessment has determined that this tree is in an improper location and there are no remedies available to prevent damage to County sidewalks and public hazards.

The Water Department has committed to replacing this tree with two suitable replacements in the lawn area in front of the Water Department. The Water Department had also requested recommendations by the tree consultant, Eastern Sierra Tree Service for better suited replacement trees. Those recommendations are included as Attachment B.

ALTERNATIVES:

Allowing this tree to remain will continue to damage County infrastructure and tripping hazards to the public.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Removal operations will be performed as part of the Road Departments maintenance operations.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Approved: _____ Date _____

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

N/A

Approved: _____ Date _____

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 7/30/19



CA LIC #814516

A

June 25, 2019

Inyo County Public Works
ATTN: Chris Cash
168 N Edwards St
Independence, CA 93526

RE: Assessment of Street Trees located at 135 South Jackson Street, Independence, Ca

Dear Chris,

On June 18, 2019, I performed a Level 1 visual inspection on a *Liquidambar styraciflua* commonly known liquidambar and sweet gum tree located in the right of way east of 135 E Jackson Street in Independence, California. A Level 1 inspection is a visual inspection comprising a 360-degree viewing of the tree crown, trunk and exposed root flare from the ground. Tools used in this inspection were a tape measure.

I met with Chris Cash and Gregory Waters; Mr Cash explained that the county had replaced 3 panel of sidewalk near the subject tree three years ago and that the sidewalk was again beginning to raise near the tree. Mr. Cash requested evaluation of the tree and to make recommendation to prevent continuing sidewalk damage and retain the tree if possible.

Species profile and site characteristics

L. styraciflua is considered an attractive and desirable street tree, however it should be planted in areas with plenty of room. Care should be made when choosing *L. styraciflua* as a street tree since its large, aggressive roots may lift curbs and sidewalks. It is recommended that this tree be planted 8 to 10 feet or more from curbs. Under ideal conditions, it is a moderate to rapidly growing tree that can reach 80 to 120 ft in height and 3 to 5 ft in diameter. *L. styraciflua* has a long, straight, buttressed trunk, oblong to pyramidal crown, and a shallow and wide spreading root system. Adequate sunlight is required for sweetgum to reach its potential. Young trees can withstand crowding, however, they become intolerant to competition with increasing age. Stumps sprout prolifically, giving rise to multiple-stem clumps and stands. When stems are killed, weakened or top-cut, numerous root suckers often develop. *L. styraciflua* reaches maturity at 200-300 years.

Site and Damage inspection

Inspection of the site and sidewalk revealed the subject tree is in a narrow plant strip next to the curb. The sidewalk is within the tree's critical root zone and is being raised by the roots of the subject tree. The tree is isolated and has full wind exposure. Roots are covered to the East, North and South and a 5' section of sidewalk to the West.

Tree Discussion

The subject tree is a 23.25" dbh *L. styraciflua*. With limited root area due to curbs and paved area. Subject tree has less than 26" of roots to the East, <5' of uncovered soil to the North and South and to the West the sidewalk is located 7" from the base of the tree. Due to the limited volume of soil and viable rooting area on 3 sides of this tree

the Critical Root Zone for the tree is 23' from the tree. Any disturbance or root cutting within 23' of the tree will severely impact the stability of this tree and greatly increase risk of wind fall. I do not recommend cutting or grinding any roots for this tree.

L. styraciflua is a large tree with a wide spreading root system, this tree should not be planted within 10' of curbs or sidewalks. Due to the species profile of this tree and the site condition, it is my opinion that there is no treatment available to save the tree and prevent continued damage to the sidewalk. *L. styraciflua* is not the correct tree for the location and there is no remedies available to prevent sidewalk damage, I recommend removal of this tree. This species has a sprouting profile, it is also recommended that the stump be removed or treated to prevent regrowth.

Please feel free to contact me if have any questions.

Eastern Sierra Tree Service, Inc



Rochelle Hair
ISA Certified Arborist WE 9413A
Tree Risk Assessment (TRAQ) Qualified

Attachment: Photos



References:

ISA Tree Risk Assessment Manual, Dunster, 2013

ISA Best Management Practices: Tree Risk Assessment, 2nd Ed., 2011

Cornell Horticultural, <http://www.hort.cornell.edu/bjorkman/lab/arboretum/trees/sweetgum.html>, Search
6/24/2019, *Liquidambar styraciflua*

USDA, https://plants.usda.gov/factsheet/pdf/fs_lst2.pdf, *Plant Fact Sheet: Liquidambar styraciflua*

USFS Fact Sheet ST-358, Edward F. Gilman and Dennis G. Watson
http://hort.ufl.edu/database/documents/pdf/tree_fact_sheets/liqstya.pdf



Photos:











CA LIC #814516

(B)

Recommended trees:

I have placed an * by the tree I think would work and look best in each space.

South lawn area

You have limited room here. A small well-behaved tree is essential. Be sure to plant any of these at least 5' from the building.

Majestic Beauty® Indian Hawthorn

Royal Purple Smoke Tree

***Black Tulip™ Magnolia**

This is a great option as it does not have a wide canopy, be careful when selecting most Magnolia are very large. Check the size of maturity before planting.

***Zuni Crape Myrtle**

Almost any crape myrtle will work in this space.

Center of yard (North of sidewalk)

These trees should be planted at least 10-15' from a building and 5-10' from the sidewalk.

***Red Rhapsody® Amur Maple**

You can get this tree in multi stem or single leader; both are very attractive. I personally like the multi-trunk version. It is also known as a Flame Amur Maple

Majestic Beauty® Indian Hawthorn

Venus® Dogwood

Forest Pansy Redbud

Mexican Redbud

***Japanese Snowbell**

Dogwood do have berries but are not considered a problem

North end of yard

You are constrained in space on this side of the yard due to the trees located on the North property line. I recommend planting 2 of the same small trees in an East - West line of each other. Visually it would be best if it is not the same tree planted on the South end of the yard

***Majestic Beauty® Indian Hawthorn**

Royal Purple Smoke Tree

Black Tulip™ Magnolia

This is a great option as it does not have a wide canopy, be careful when selecting Magnolias however some varieties are very large. Check the size of maturity before planting.

***Zuni Crape Myrtle**

Almost any crape myrtle will work in this space



Website listed for trees are listed for reference only, Many Monrovia trees are not shipped to California. The Monrovia website is used only used for convenience and ability to reference a wide selection of tree varieties and types. I recommend checking availability at High Country Lumber and Chalfant Big Trees and if the tree is not available, they may be able to order it or recommend a similar variety.

Trees can be brought in from Carson City and Reno through the inspection station. To insure you do not have issues it is best to call the CDFA prior to transportation and get preapproval. 916-654-0312. Trees that will NOT be approved are citrus, nuts and oaks.





Red Rhapsody® Amur Maple

***Acer tataricum* subsp. *ginnala* 'Mondy'**

Average Landscape Size:

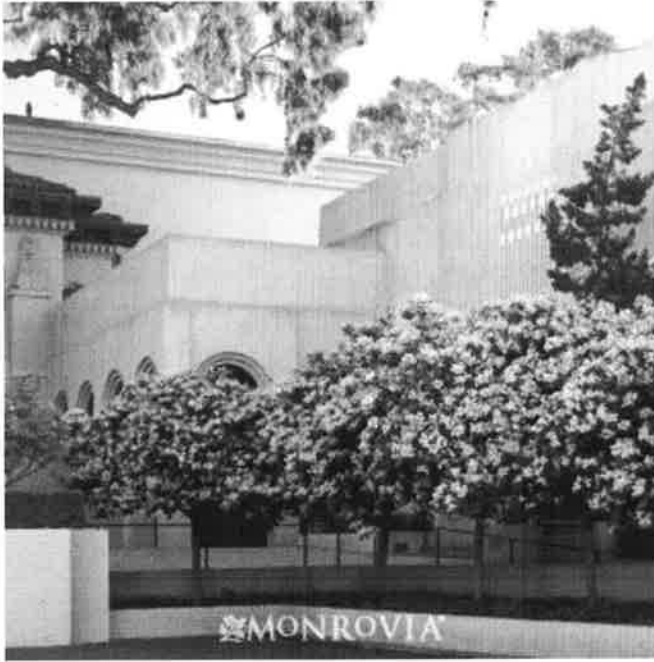
Quickly reaches 15 to 20 ft. tall and wide.

<https://www.monrovia.com/plant-catalog/plants/17/red-rhapsody-amur-maple/>

fact sheet: <https://edis.ifas.ufl.edu/pdffiles/ST/ST01400.pdf>

Brilliant red fall foliage highlights this small, versatile, bushy tree. The wonderful bare-stemmed winter silhouette with smooth gray bark leafs out before other maples in spring, with heavily lobed, dark green foliage, followed by small, fragrant, yellow-white flower clusters. Excellent cold tolerance. Best fall color in cool northern regions





Majestic Beauty® Indian

Hawthorn

Rhaphiolepis x 'Montic'

<https://www.monrovia.com/plant-catalog/plants/2047/majestic-beauty-indian-hawthorn/>

Moderate growing; reaches 15 to 25 ft. tall, 8 to 10 ft. wide in natural form.

Almost any Hawthorn is a nice choice. Most are under 20' and they come in a variety of different bloom colors. It is one of my favorite trees and prolific bloomers. Beware, it is a rose family and it may have thorns.





Royal Purple Smoke Tree

Cotinus coggygria 'Royal Purple'

<https://www.monrovia.com/plant-catalog/plants/941/royal-purple-smoke-tree/>

Dramatic, long-lasting, pinkish purple, smoke-like airy seed clusters backed by reddish purple foliage create a prized small tree or large accent shrub. Foliage holds its color all summer, then turns scarlet red in autumn. Deciduous. Moderate growing; reaches 15 ft. tall, 10 to 12 ft. wide.





Black Tulip™ Magnolia

Magnolia x soulangiana 'Jurmag1' Plant Patent Applied For

<https://www.monrovia.com/plant-catalog/plants/1826/black-tulip-magnolia/>

Moderate grower this is the darkest, most dramatic tulip magnolia of any on the market, with rich, deep burgundy-red six-inch-wide blooms that appear before the foliage emerges in early spring. The small, slender, multi-branched form is outstanding for use as an elegant specimen tree, en masse to form a hedge, or as a container plant. Deciduous. reaches 15 to 20 ft. tall, 6 to 10 ft. wide.





Venus® Dogwood

Cornus x 'KN30-8' Plant Patent #16,309

<https://www.monrovia.com/plant-catalog/plants/1014/venus-dogwood/>

Fast growing; reaches 15 to 20 ft. tall and wide.

A spectacular, fast-growing hybrid with exceptionally large, white, flower-like bracts. Attractive red ornamental fruit appears in fall. The glossy green foliage has wonderful red fall color. This vigorous selection from Rutgers University has notable winter hardiness, good drought tolerance, and excellent disease resistance. Deciduous.





Forest Pansy Redbud

Cercis canadensis 'Forest Pansy'

<https://www.monrovia.com/plant-catalog/plants/727/forest-pansy-redbud/>

fact sheet: <https://edis.ifas.ufl.edu/st147>

Moderate grower to 20 ft. tall, 25 ft. wide.

Beautiful landscape tree valued for its brilliant scarlet-purple color to new foliage, maturing to maroon. Rosy-pink flowers on bare branches bridge the gap between winter and spring! Deciduous.





Mexican Redbud

Cercis canadensis var. mexicana

<https://www.monrovia.com/plant-catalog/plants/723/mexican-redbud/>

fact sheet: <https://edis.ifas.ufl.edu/pdffiles/ST/ST15100.pdf>

Moderate growing, small tree; reaches 12 to 20 ft. tall and wide. Can be pruned to keep in a smaller space

Great small space tree especially adapted for the conditions of the desert southwest. Brilliant rose-violet blooms appear in spring just before the foliage emerges. Glossy, blue-green leaves have pronounced wavy edges. Exceptionally showy autumn foliage is glistened with gold, resembling that of a quaking aspen in late fall. Deciduous.





Zuni Crape Myrtle

Lagerstroemia indica x fauriei 'Zuni'

<https://www.monrovia.com/plant-catalog/plants/1733/zuni-crape-myrtle/>

fact Sheet: <https://edis.ifas.ufl.edu/pdffiles/ST/ST34200.pdf>

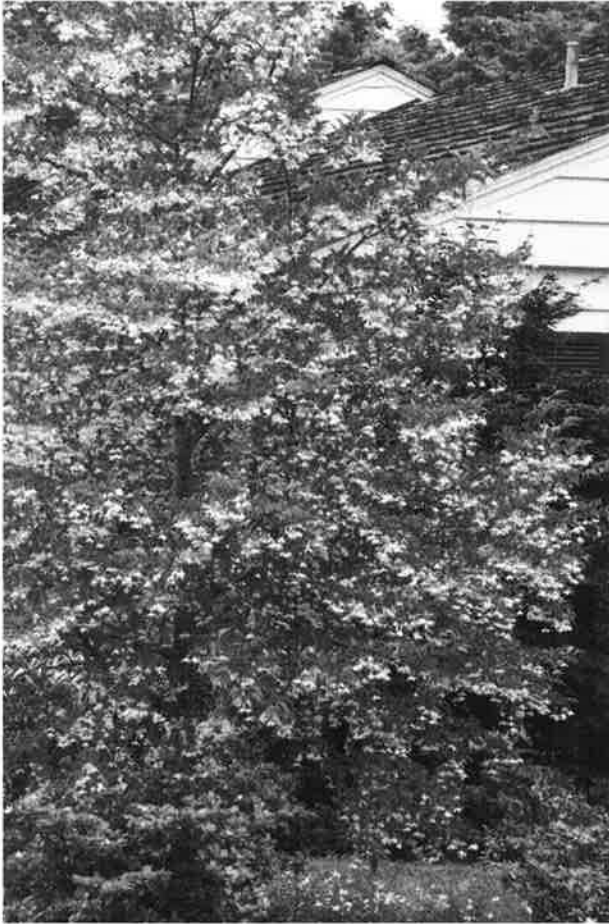
Info on different cultivars: <https://edis.ifas.ufl.edu/mg266>

Moderate growing; reaches 9 to 12 ft. tall, 8 to 10 ft. wide.

A wonderful selection with notably large, dark lavender-violet flower trusses, improved hardiness, and handsome peeling bark. Deciduous foliage has excellent mildew resistance and provides spectacular color in the fall, ranging from orange-red to maroon. A superb border plant or landscape accent.

There are many varieties of Cape Myrtles ranging in many colors. All are very attractive trees. Most grow in our zone and are about 10-15' tall.





Japanese Snowbell

Styrax japonicus

<https://www.monrovia.com/plant-catalog/plants/2121/japanese-snowbell/>

fact sheet: http://hort.ufl.edu/database/documents/pdf/tree_fact_sheets/styjapa.pdf

Slow growing; reaches 20 to 30 ft. tall and wide.

Lovely, slightly fragrant, white, bell-shaped flowers drip from strongly horizontal side branches with dark green foliage in early summer. A splendid small tree for use adjacent to a patio or near a pathway. Foliage turns yellow to red in the fall. Deciduous.

Lovely white bells that bloom that dangle from horizontal branches are perfect for looking up into, so when you plant this tree, consider a bench underneath it. The spreading form is part of the charm of this plant, so make sure you give it enough elbow room. You will need to plant this tree 10-15' from a building. Some reports mention it can attract bees.





AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

42

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: *AUG - 6 2019*

SUBJECT: Substantial pruning of two (2), and removal of four (4) trees at 300 North Webster Street, Independence, CA.

DEPARTMENTAL RECOMMENDATIONS:

Approve the substantial pruning of two (2), and removal of four (4) trees at 300 North Webster Street, Independence, CA. Tree pruning and removal will be performed by County forces.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department had received a request to evaluate County trees, which are in the County right of way, and determine if they were the cause of, or could cause damage to the property at 300 North Webster Street.

The property owner claims that roots from some of the County trees have caused damage to her block wall surrounding her property, as well as damage to her patio area within her property. The damaged areas were inspected by County forces and it was determined that a professional tree assessment report was warranted.

This pruning and removal request is based on the recommendation of a tree service consult (attached), there are six trees in the report and to summarize the actions recommended;

- 1) East-most tree on West Main Street - Substantial pruning around overhead electrical utilities, this is the wrong tree for the location, and plan for future removal.
- 2) West tree on West Main Street - Substantial pruning around overhead electrical utilities, this is the wrong tree for the location, and plan for future removal.
- 3) South end of Webster Street – Removal, potential to cause further damage to adjacent block wall, and impact utility overhead.
- 4) Webster Street, South of entrance gate – Removal, adjacent block wall cracking, surface roots in yard, possible cause of patio deformation (has been repaired once), potential to cause further damage.
- 5) Webster Street, North of entrance gate – Removal, high risk of damage to adjacent block wall.
- 6) North end of Webster Street – Removal within the next ten years. This tree is choking itself and will fail instead of continuing to mature as a healthy, viable tree. Because failure is imminent removal is requested to limit the potential of a wind-fall.

ALTERNATIVES:

Allowing these trees to remain could increase the risk of further damage and impacts to the property at 300 North Webster.

OTHER AGENCY INVOLVEMENT:

Auditor

FINANCING:

Pruning and removal operations will be performed as part of the Road Departments maintenance operations.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
	Approved: _____ Date _____

AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
<i>N/A</i>	Approved: _____ Date _____

PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature]

Date: 7/30/19



CA LIC #814516

June 24, 2019

Inyo County Public Works
ATTN: Chris Cash
168 N Edwards St
Independence, CA 93526

RE: Assessment of Street Trees located at 300 Webster Independence, Ca

Dear Chris,

On June 18, 2019, I performed a Level 1 visual inspection on six *Liquidambar styraciflua* commonly known liquidambar and sweet gum trees located in the right of way west of 300 Webster Street and south on West Main Street in Independence, California. A Level 1 inspection is a visual inspection comprising a 360-degree viewing of the tree crown, trunk and exposed root flare from the ground. Tools used in this inspection were a tape measure and an inclinometer, 5lb hammer and a spade.

I met with Chris Cash and Gregory Waters; Mr Cash explained that the owner of the property has concerns that the trees are causing property damage. The homeowner was present at the time of our arrival and expressed concerns for the structure of the brick wall and other foundation elements of the property fence, cracking of the concrete patio area and uneven pavers in patio/walkway area north of the gate. Mr. Cash also expressed concern with trees and utility lines on the West Main Street right of way. Mr. Cash has requested recommendation of these for removal or retention.

Species profile and site characteristics

L. styraciflua is considered an attractive and desirable street tree, however it should be planted in areas with plenty of room. Care should be made when choosing *L. styraciflua* as a street tree since its large, aggressive roots may lift curbs and sidewalks. It is recommended that these trees be planted 8 to 10 feet or more from curbs. Under ideal conditions, it is a moderate to rapidly growing tree that can reach 80 to 120 ft in height and 3 to 5 ft in diameter. *L. styraciflua* has a long, straight, buttressed trunk, oblong to pyramidal crown, and a shallow and wide spreading root system. Adequate sunlight is required for sweetgum to reach its potential. Young trees can withstand crowding, however, they become intolerant to competition with increasing age. Stumps sprout prolifically, giving rise to multiple-stem clumps and stands. When stems are killed, weakened or top-cut, numerous root suckers often develop. *L. styraciflua* reaches maturity at 200-300 years.

Due to the species profile of this tree and the site condition, it is my opinion that *L. styraciflua* is not the correct tree for the location. Five of the trees inspected will outgrow the space they occupy in 0 to 10 years, three have been planted under or near utility lines. One tree is planted too close to another tree and is showing decline.

Site and Damage inspection

Inspection of the wall, fence structures, patio and paver area did not reveal definitive assessment that the trees are actively interfering with the structures. The brick wall along Webster and West Main Street is an aging wall that has construction and maintenance defects. Cracking is visible in the upper brick portion in multiple locations, but it is very limited at the base foundation of the wall. The wall is also not plum in some locations and is missing mortar in various joints, ivy and other growth is growing in some cracks. Cracking of the wall cannot be isolated to root damage. The structural critical root zone¹ of the trees and wall only encroach for two trees, it is possible that damage is being caused or will be caused by these two trees. Hand excavation near the brick wall near a cracked foundation without vegetation grow, by Tree 5 revealed root structures under 1/2" running along the base of wall but not under the wall. This excavation confirming the formula used for the structural critical root zone for the area and affirming that no large roots are currently lifting the wall in that area. The chain-link fence covered with wood slats is anchored with a short stem wall which exhibited very slight raising at one joint.

The concrete patio is sloped as designed with slope from the house and decreasing to the west. It does not show any lifting in a manner consistent with roots encroaching from the west. Cracking of the pad is consistent with what would be expected from a concrete slab installed with minimal expansion joints. The paver patio-walkway was reported to be installed last year by the homeowner, the uneven and sunken pavers are not consistent with root damage for a patio one year old. I did not find evidence of root damage to either patio areas.

Tree Discussion

Trees are numbered 1-6 starting on the east tree on West Main Street and ending with the North tree on Webster Street.

Tree 1, located east on West Main street is a 17.5" dbh *L. styraciflua* is a healthy tree with 50% of the living crown in utility lines. The root ball is normal and some surface roots are present. The structural critical root zone for this tree is 52" from the base of the tree and the brick wall is located at 84". There is no visible damage to the property owners wall. Currently, this tree can be pruned by a competent arborist to retain the shape and health of the tree and remove utility interference. This will be a temporary measure as this is not the right tree to be located under utility lines and will eventually need to be removed to prevent tree-utility interference. Timing of removal should be discussed by the County of Inyo and the utility provider.

Tree 2, located west on West Main street is a 14.8" dbh *L. styraciflua* is a healthy tree with 50% of the living crown in utility lines. The root ball is normal, and no surface roots are present. The structural critical root zone for this tree is 44.5" from the base of the tree and the brick wall is located at 84". There is no visible damage to the property owners wall. Currently, this tree can be pruned by a competent arborist to retain the shape and health of the tree and remove utility interference. This will be a temporary measure as this is not the right tree to be located under utility lines and will eventually need to be removed to prevent tree-utility interference. Timing of removal should be determined by the County of Inyo and the utility provider.

Tree 3, located on the south end of Webster street is 10.8" dbh *L. styraciflua* with 50% of the crown dead or dying. The tree has been planted too deep and there is no root flare or surface roots are present. The structural critical root zone for this tree is 32" from the base of the tree and the brick wall is located at 55". The property owners wall exhibits cracking however, this wall has other structural defects and damage cannot be determined to be isolated to this tree. At this time, I believe the damage is not being caused by the tree but if this tree was to grow to maturity it would cause further damage. This tree is near utility lines and would eventually need to be removed to prevent tree-



utility interference. Due to the current health of this tree and the other site factors involved, I recommend removal of this tree.

Tree 4, located on the south side of the gate on Webster Street is 16.3" dbh *L. styraciflua*, a healthy tree with nice form and structure with normal root flare. Surface roots are present inside the property owner wall. The structural critical root zone for this tree is 50.6" from the base of the tree and the brick wall is located at 53". The property owners wall exhibits cracking however, this wall has other structural defects and damage cannot be determined to be isolated to this tree. However evidence of surface roots inside the yard near this area suggests it is possible that roots are affecting this wall. Although no damage was seen to the patio or walkway area, again the presence of surface roots inside the yard suggest that it is possible for the trees to begin to affect these areas. Due to the species profile, proximity of the structural critical root zone to the wall and surface roots within the yard I recommend the removal of this tree to prevent damage.

Tree 5, located on the North side of the gate on Webster Street is 18.5" dbh *L. styraciflua*, a healthy tree with nice form and structure with normal root flare. The structural critical root zone for this tree is 54" from the base of the tree and the brick wall is located at 51". Hand excavation near the crack of this tree is not reveal roots over 1/2" near this wall and the damage is likely not caused by this tree Due to the species profile and overlap of the structural critical root zone to the wall, there is a high risk of future damage to the wall from this tree. I recommend the removal of this tree to prevent damage.

Tree 6, located on the north end of Webster Street is 17.8" dbh *L. styraciflua*, a healthy tree with nice form and structure with raised root ball with girdled roots, this tree was planted incorrectly, or the tree was of poor stock from the nursery. The roots of this tree are circling the root ball which is causing the elevated root ball. The roots for this tree are not expanding as they should, and this tree is at risk of root failure and wind throw as it matures. In addition to this risk, as the roots grow and expand, they may begin to squeeze upon each other and cut off water and nutrient to the tree. The structural critical root zone for this tree is 53.5" from the base of the tree and the chain link/wood panel fence with stem wall is located at 24". The stem wall for the fence does not show cracking but does show minimal raising. The risk for root failure for this tree will increase as it matures. This tree should be removed in the next 10 years.

Please feel free to contact me if have any questions.

Eastern Sierra Tree Service, Inc



Rochelle Hair
ISA Certified Arborist WE 9413A
Tree Risk Assessment (TRAQ) Qualified

Attachment: Photos



References:

ISA Tree Risk Assessment Manual, Dunster, 2013

ISA Best Management Practices: Tree Risk Assessment, 2nd Ed., 2011

Cornell Horticultural, <http://www.hort.cornell.edu/bjorkman/lab/arboretum/trees/sweetgum.html>, Search 6/24/2019, *Liquidambar styraciflua*

USDA, https://plants.usda.gov/factsheet/pdf/fs_hst2.pdf, *Plant Fact Sheet: Liquidambar styraciflua*

USFS Fact Sheet ST-358, Edward F. Gilman and Dennis G. Watson
http://hort.ufl.edu/database/documents/pdf/tree_fact_sheets/hqstya.pdf

¹ Structural Critical Root Zone: A formula to estimate the reach of larger buttress roots of a tree using 3 x diameter of the tree to estimate a high risk of damage from roots. It is common for arborists use a more expansive Critical Root Zone formula of 12 x diameter of the tree trunk when estimating total structural roots and tree protection zones. I have chosen to use a more conservative and narrower range of 3 x diameter. 20 years of working with trees in the Eastern Sierra has shown that the larger zone can be excessive when applying it to building damage and structural requirements due to the porous nature of our soils and the size of the trees in our area. If the more expansive calculation is to be used in our communities, a very large percentage of trees would have cause for removal due to loss of structural roots or result in the inability to build or install roads and sidewalks without disturbing the Critical Root Zone of retained trees. 3 x the diameter of the tree is more in line with the desire to conserve trees and protect property and the area has not experienced any significant tree failure or tree mortality due to a history of close interface of trees near buildings and facilities when using the narrower formulation. The 12 x diameter formula does hold true for potential damage, but the risk and severity of damage beyond 3 x the diameter is much lower in my opinion. I use the term "structural critical root zone" in my reports to delineate the use of the lower calculation value.



Photos:
Overall site:



Trees 1 - 2



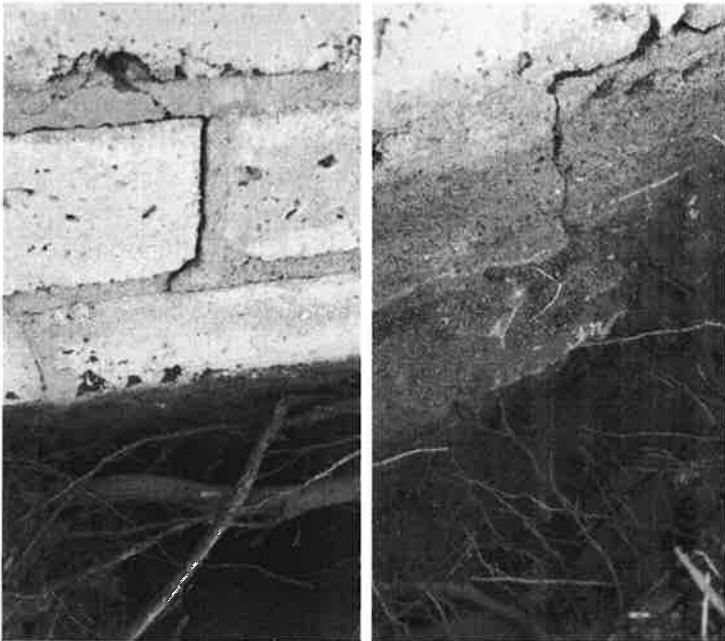
Trees 3 - 5



Photos:
Overall site:



Tree 6



Hand excavation near Tree 5



Photos:
Overall site:



Near tree 3



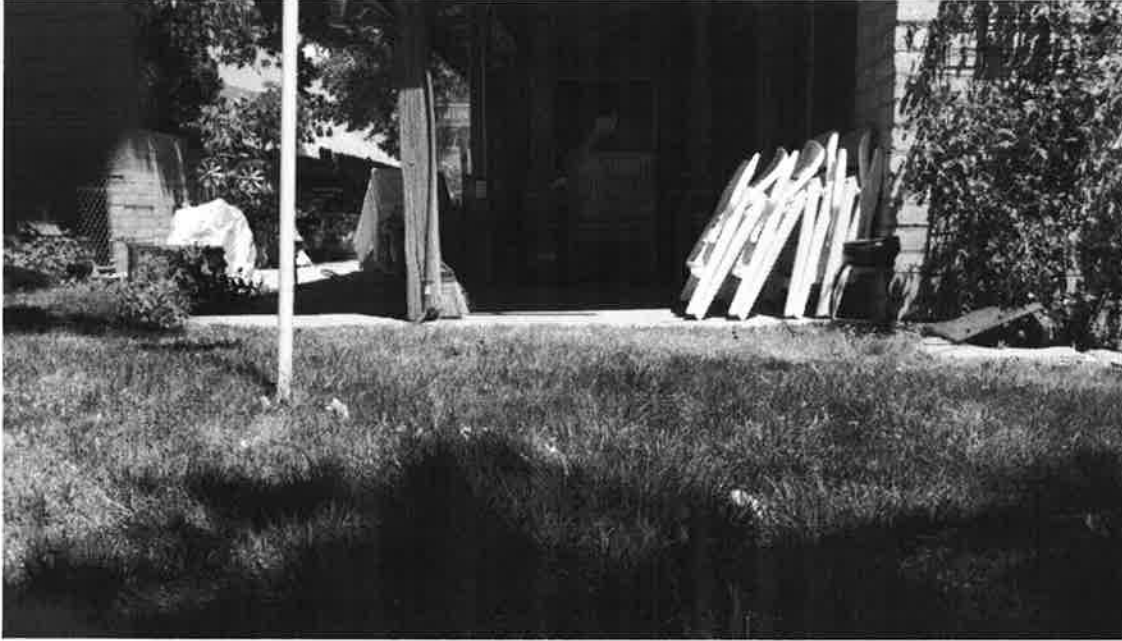
Wall not plum/straight along Webster Near Tree 4



Near Tree 3



Photos:
Patio condition:



Patio and paved patio area



Expansion crack near chair legs



Pavers in patio/walkway



Photos:
Tree 1



Tree 2



Photos:

Tree 1-3 utility lines/canopy



Tree 3



Photos:
Tree 4



Side walk not raised on tree side



Surface root inside yard



Major crack in wall by tree 4



Photos:
Tree 5



Excavation at crack behind tree 5



Excavation at crack behind tree 5



Photos:
Tree 6



Elevated root ball



Stem wall for fence by tree 6







Google

© 2019 Google

#7

#2



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 43

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG - 6

SUBJECT: Approve and ratify contract term and amount between the County of Inyo and Cequel III Communications I, LLC, DBA Suddenlink Communications, for the operation and maintenance of certain property located at the Bishop Airport

DEPARTMENTAL RECOMMENDATIONS:

1. Request the Board approve and ratify the lease agreement dated July 1, 2018 between County of Inyo and Cequel III Communications I, LLC. The term of the proposed lease will be for ten years, beginning July 1, 2018 and continuing through and include June 30, 2028.

The annual lease amount beginning on July 1, 2018 is \$29,315.00. The subsequent 9 years will be subject to a 3% increase each year, with a \$30,194.45 amount due in Fiscal Year 2019/2020.

2. Authorize the Public Works Director to sign the Lease contingent upon the appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On April 1, 1980, the County of Inyo entered into a lease agreement with Bishop Cable TV Ltd for certain property located at the Bishop Airport for the purpose of installing and erecting cable television antennae, microwave and satellite equipment. Since then, the lessees have changed and included Weststar Communications Ltd, USA Media Group, LLC, and Suddenlink Communications, which was later acquired by Altice USA. This contract is coming to your board at this later date due to extensive communications during Fiscal Year 2018/2019 between the legal department of the current owner, Cequel III Communications I, LLC and Inyo County staff in regards to lease amount, space usage, and other legal particulars.

ALTERNATIVES:

The Board could choose to deny the lease agreement but this would not be recommended. It has been difficult in the past to find a fixed based operator for this space. Cequel III Communications I, LLC, DBA Suddenlink Communications has been operating a successful business in the same location for many years.

OTHER AGENCY INVOLVEMENT:

County Counsel, Risk Management, Auditor

FINANCING:

Lease payments will be deposited into the Bishop Airport Budget, 150100, Object Code 4321, Cable TV Lease

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Grace Chubb Approved: yes Date 7/12/19

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
[Signature] Approved: yes Date 7/16/2019

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 7/24/19
(Not to be signed until all approvals are received)

COUNTY OF INYO - BISHOP AIRPORT

LEASE AGREEMENT

**BY AND BETWEEN COUNTY OF INYO AND
CEQUEL III COMMUNICATIONS I, LLC, d/b/a SUDDENLINK COMMUNICATIONS**

THIS LEASE AGREEMENT made and entered into this 1st day of July, 2018 by and between CEQUEL III COMMUNICATIONS I, LLC, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION 1. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by MICHAEL ERRANTE, whose title is PUBLIC WORKS DIRECTOR, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by Real Estate Department.

SECTION 2. LEASED PREMISES.

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Bishop Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as:

That portion of the NE ¼ of the SE ¼ of Section 5 T. 75 R. 33 E MD B&M described as follows: Commencing at the SE corner of said NE ¼ of the SE ¼ of Section 5; thence S. 89 degrees 47' 05" W along the southerly line of said NE ¼ of the SE ¼ of Section 5 a distance of 50.00' to the true point of beginning; thence SB 9 degrees 47' 05" W along said southerly line a distance of 200.00 feet; thence N 1 degree 37' 20" W a distance of 100.00 feet; thence N 89 degrees 47' 05" E a distance of 200.00'; thence S1 degree 37' 20" E a distance of 100.00' to the point of beginning including the improvements thereon.

SECTION 3. TERM.

The term of the Lease will be for TEN YEARS beginning July 1, 2018 and continuing through and including June 30, 2028. The lease is subject to termination as specified in Section 30 DEFAULT.

SECTION 4. HOLDING OVER.

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

SECTION 5. LEASE PAYMENTS.

Lessee will pay to County a payment of Twenty-nine Thousand, Three Hundred and Fifteen Dollars, (\$29,315.00) commencing on July 1, 2018, payable in one installment on or before July 1 of each year or the term hereof subject to a three percent (3%) increase each year thereafter, payable by June 1st of each year. Further, Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

Lease payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Lease is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease.

SECTION 6. USE OF PREMISES.

The premises are leased to be used for Lessee's headend and for installing and erecting cable television antennas, microwave and satellite equipment. Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

SECTION 7. MASTER LEASE.

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

SECTION 8. DELIVERY OF POSSESSION.

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises.

SECTION 9. QUIET POSSESSION.

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

SECTION 10. PARKING.

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

SECTION 11. HOURS OF USE.

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION 12. UTILITIES.

All charges for utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee.

SECTION 13. MAINTENANCE.

Lessee agrees to maintain the Leased premises and any improvements thereon in good condition as reasonably required by the County throughout the term of the Lease.

SECTION 14. ENTRY FOR INSPECTION AND MAINTENANCE.

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. Lessee shall have the option to accompany the County during any entries. County also reserves the right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof. The parties shall cooperate in good faith to ensure that the County's entry upon the Leased Premises will not adversely affect Lessee's use or occupancy.

SECTION 15. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alternations or improvements in or on the Leased Premises without the prior written consent of County where the same are required, in Lessee's judgment, for its operations. All alterations and improvements made by Lessee shall be removed from the Leased Premises upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's improvements shall be repaired by Lessee.

SECTION 16. SIGNS.

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

SECTION 17. WASTE.

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION 18. INSURANCE.

Lessee shall procure and maintain insurance as specified in Exhibit A.

SECTION 19. HOLD HARMLESS.

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in or on the leased premises as caused by Lessee, or arising out of Lessee's operation of the leased premises, or as a result of Lessee's negligent acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the airport property, or arising out of any condition in, on, or above, the leased property and caused by Lessee. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased property.

SECTION 20. COMPLIANCE WITH LAW.

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises by Lessee, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force with respect to Lessee's use of the leased premises. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

SECTION 21. TAXES, ASSESSMENTS, AND FEES.

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

SECTION 22. GRANT AGREEMENT ASSURANCES.

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

A. Nondiscrimination

The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of

Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

B. Airport Protection

It shall be a condition of this Lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

C. Property Rights Reserved

This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Bishop Airport.

SECTION 23. MODIFICATION.

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County.

SECTION 24. RETURN OF PROPERTY AT TERMINATION.

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

SECTION 25. ASSIGNMENT AND SUBLEASE.

Lessee agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION 26. SUBORDINATION.

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust

deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

Notwithstanding any other provision of this Lease, Lessee agrees not to install or erect any structure or conduct any activity which is inconsistent with Airport operations or safety and/or Federal Administration Regulations. Further, Lessee agrees to remove any structure and/or cease any activities which in the future become inconsistent with Airport operations or safety and/or Federal Aviation Administration Regulations.

SECTION 27. MECHANICS LIEN.

Lessee agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

SECTION 28. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

SECTION 29. WAIVER.

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION 30. DEFAULT.

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION 31. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION 32. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 33. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION 34. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference:
N/A

SECTION 35. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION 36. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION 37. CONSTRUCTION OF AGREEMENT.

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

SECTION 38. NOTICE.

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served by depositing the notice in the United States Mail, postage prepaid, certified mail to the address of each party as given below:

COUNTY

Inyo County Public Works
PO Drawer Q
Independence, CA 93526

**Department
Street
City and State**

LESSEE

Cequel III Communications I, LLC
d/b/a Suddenlink Communications
ATTN: Corporate Real Estate
111 Stewart Ave.
Bethpage, NY 11714

**Name
Street
City and State**

COUNTY OF INYO - BISHOP AIRPORT

LEASE AGREEMENT

BY AND BETWEEN COUNTY OF INYO AND
CEQUEL III COMMUNICATIONS I, LLC d/b/a SUDDENLINK COMMUNICATIONS

Term of Lease:
JULY 1, 2018 through JUNE 30, 2028

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____
day of _____, 20_____.

COUNTY

LESSEE

Lease Administrator

By _____
Director, Department of Public Works

Signature

Type or Print Name

Date: _____

Date: _____

Approved as to form and legality:

Grace Chuchla
County Counsel

Approved as to accounting form and content:

[Signature]
County Auditor

Approved as to insurance and risk management:

[Signature]
County Risk Manager

s:CountyCounsel/Leases

COUNTY OF INYO - BISHOP AIRPORT

LEASE AGREEMENT

**BY AND BETWEEN COUNTY OF INYO AND
CEQUEL III COMMUNICATIONS I, LLC d/b/a SUDDENLINK COMMUNICATIONS**

EXHIBIT A

**INSURANCE REQUIREMENTS FOR LESSEES
(NOT FOR DAILY OR SHORT TERM RENTALS)**

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

If the Lessee 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 up to \$10 million in excess/umbrella liability limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County up to \$10 million in excess/umbrella liability limits.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Lease.

SECTION 1. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. 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. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.

If Lessee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Lessee up to \$10 million in excess/umbrella liability limits.. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Lessee is responsible for any deductible or self-insured retention.

County of Inyo, its Board, officials, agents, volunteers, and employees shall be additional insureds for liability arising out the ownership, maintenance or use of that part of the premises leased to Lessee (Insurance Services Office endorsement CG 20 11 or equivalent). The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them. The policy shall be endorsed to include a waiver of the insurer's right to subrogate against County. The policy shall cover inter-insured suits between County and Lessee and include a "separation of insureds" or "severability" clause

which treats each insured separately. Required Evidence of Insurance (3): Copy of the additional insured endorsement or policy language granting additional insured status, Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and Certificate of Insurance that specifically references location of leased property.

B. Automobile Liability

Automobile liability with limits no less than \$1,000,000 combined single limit per accident. Insurance shall apply to all owned autos. If Lessee currently owns no autos, Lessee agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term. Insurance shall apply to hired and non-owned autos. Required Evidence of Insurance (1): Certificate of Insurance

C. Workers' Compensation

Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury per employee or disease per policy. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. This provision may be waived if Lessee has no employees and provides a letter on Lessee letterhead certifying it has no employees. If Lessee currently has no employees, Lessee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term. Required Evidence of Insurance (2): Subrogation waiver endorsement, and Certificate of Insurance

D. Property insurance

Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County. Required Evidence of Insurance (1): Certificate of Insurance

SECTION 2. 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 Lessee including materials, parts, or equipment furnished in connection with such work or operations. Address for endorsements and certification is: Inyo County, PO Box N, Independence, CA 93526.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

Lessee hereby grants to Inyo County a waiver of all rights of subrogation ("Waiver of Subrogation", more recently known as "Transfer of Rights of Recovery against Others to Us") against the County of Inyo, its elected or appointed officers, officials, agents, volunteers, and

employees for losses paid by any insurer of Lessee which may arise from Lessee's use of the Leased Premises. Lessee hereby agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County of Inyo has received a waiver of subrogation from the insurer.

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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County.

Verification of Coverage

Lessee shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee'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. Please provide copy of policy declarations to facilitate coverage verification.

Special Risks or Circumstances

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

SECTION 3. POLICY OBLIGATIONS

Lessee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

SECTION 4. MATERIAL BREACH

If Lessee fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate this Lease and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance and Lessee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

44

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG - 6 2019

SUBJECT: Amend Three-Year Contract for Propane Services.

DEPARTMENTAL RECOMMENDATIONS:

Request Board ratify and approve Amendment No. 1 to the contract between the County of Inyo and AmeriGas, extending the term from July 1, 2019 to September 30, 2019 and increasing the contract amount to a total amount not to exceed \$428,763.44, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On September 1, 2016, Inyo County entered into an Agreement with AmeriGas of Bishop to provide liquefied propane gas (LPG) at specific County facilities. This was a three (3) year agreement, for the period beginning September 1, 2016 until June 30, 2019. Due to a departmental oversight, invoices were paid over and above the not to exceed amount causing an overage of the current not to exceed amount of \$30,000. We request to increase the contracted not to exceed amount by \$50,000 and extend the contract by three (3) months July 1, 2019 to September 30, 2019 as the bid package is prepared, routed and advertised for a new liquefied propane county contract.

ALTERNATIVES:

The Board could elect not to approve this request; this is not recommended, as invoices have already been paid against the current not-to-exceed amount.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Counsel

FINANCING:

Funding for this work is budgeted in the Building & Maintenance (011100) Utilities Object code 5351.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Chuckla

Approved: yes

Date 7/12/19

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: yes

Date 7/16/2019

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____

Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/16/19

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AmeriGas
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
AmeriGas of Bishop, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated September 1, 2016, on County of Inyo Standard
Contract No. 116, for the term from September 1, 2016 to June 30, 2019.

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. Amend section 2, TERM revised to read as follows:

The term of the agreement shall be from September 1, 2016 to September 30, 2019 unless terminated as provided below.

2. Amend section 3, CONSIDERATION , D. to read as follows:

D. Limit upon the 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 \$428,763.44

The effective date of this Amendment to the Agreement is _____.

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
AmeriGas of Bishop, CA
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:




County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20th day of September 2016 an order was duly made and entered as follows:

**PUBLIC WORKS
PROPANE CONTRACT
WITH AMERIGAS**

Moved by Supervisor Tillemans and seconded by Supervisor Pucci to: A) award the bid for liquefied propane services ("propane services") for designated County facilities for the period of September 1, 2016 through June 30, 2019 to Amerigas of Bishop, CA; B) approve and award the contract for propane services to Amerigas of Bishop, CA in the amount of \$378,763.44; and C) authorize the Chairperson to execute the propane services contract contingent upon obtaining appropriate signatures and the adoption of future budgets.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>September 28, 2016</i>

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

Day of September, 2016



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

[Signature]
By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:
AGENDA NUMBER

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: 1 SEP 20 2016

SUBJECT: Approve the contract for Liquefied Propane Services for designated County of Inyo ("County") facilities for the period of September 1, 2016 through June 30, 2019 to Amerigas of Bishop, CA.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for Liquefied Propane Services for designated County facilities for the period of September 1, 2016 through June 30, 2019 ("Propane Services") to Amerigas of Bishop, CA;
- B. Approve and award the contract for Propane Services to Amerigas of Bishop, CA in the amount of \$378,763.44; and
- C. Authorize the chairperson to execute the Propane Services contract contingent upon obtaining appropriate signatures and the adoption of the FY16/17 and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Inyo County Department of Maintenance of Buildings and Grounds has solicited and recieved bids for Liquefied Propane Services.

The Propane Services include general appliance servicing, fuel supply and delivery, tank installation, maintenance and rentals for designated County facilities. The total estimated gallons per year for the Propane Services on all designated County facilities is 119,108 gallons. This equals a grand total of 357,324 gallons for three (3) years.

On Tuesday May 24, 2016 bids were opened for the Project. Three (3) companies submitted bids as follows:

Suburban Propane of Lancaster, CA	\$0.34 per gallon
Eastern Sierra Propane of Bishop, CA	\$0.64 per gallon
Amerigas of Bishop, CA	\$0.31 per gallon

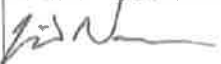

Propane costs per gallon are calculated by taking a bid price and adding in the price per gallon sold by a third party fuel processor. Inyo County has used Targa Resources Corp., particularly its prices reported out of McKittrick, CA in Kern County. Due to a lack of recent reporting, Inyo County informed the bidders the County would only pay the lowest reported Targa price for California, which is a cost of \$0.75 reported out of Targa - San Francisco. Using the lowest reported price of \$0.75 and adding Amerigas' bid price of \$0.31 per gallon equals a cost of \$1.06 per gallon. Multiplying the total estimated gallons of 357,324 over three years with the \$1.06 cost equals \$378,763.44. Using the same method for Suburban Propane equals \$427,499.16 and \$496,323.04 for Eastern Sierra Propane respectively.

Amerigas of Bishop, CA has been deemed the lowest responsible responsive bidder by the Office of the County Counsel ("County Counsel"). Therefore, the Public Works Department recommends your Board award the bid for Propane Services to Amerigas, and approve and award the contract for Propane Services to Amerigas of Bishop, CA.

ALTERNATIVES: Your Board could reject all bids. The alternative to the above recommendation is for your Board to direct staff to obtain separate purchase orders.

OTHER AGENCY INVOLVEMENT: The Office of the County Counsel for approval of the contract, Auditor's Office for processing payments, the Risk Manager for insurance requirements, and the Buildings & Maintenance Department to make payments and manage the terms of the contract.

FINANCING: This will be a budgeted General Fund expenditure through the Maintenance – Buildings & Grounds budget 011100 object code 5265 Professional & Other Services, and has been included in the FY 2016/17 budget.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>8/17/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/23/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE  Date: 8/24/16
 (Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND Amerigas
FOR THE PROVISION OF Liquefied Propane Gas SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Liquefied Propane Gas services of Amerigas of Bishop, Ca 93514 (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from September 1, 2016 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed 378,763.44 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. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

Contractor'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 Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, 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.

12. RECORDS AND AUDIT.

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

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

13. 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.

14. 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.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. 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-four (24) below.

18. 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.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Public Works	Department
_____	Street
P.O. Drawer Q	
_____	City and State
Independence, Ca 93526	

Contractor:	
Amerigas	Name
_____	Street
1230 N. Main Street	
_____	City and State
Bishop, Ca 93514	

25. ENTIRE AGREEMENT.

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

////

////

AGREEMENT BETWEEN COUNTY OF INYO

AND Amerigas
FOR THE PROVISION OF Liquefied Propane Gas SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 20th DAY OF September, 2016.

COUNTY OF INYO

By: [Signature]

Dated: 09-20-15

CONTRACTOR

By: [Signature]
Signature

Thomas Gilbert
Print or Type Name

Dated: 8/15/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

Amerigas

AND

Liquefied Propane Gas

FOR THE PROVISION OF

SERVICES

TERM:

FROM: Sept. 1, 2016

TO: June 30, 2016

SCOPE OF WORK:

See attached exhibit A

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS
FOR
PRODUCT PURCHASE AGREEMENT
BETWEEN COUNTY OF INYO AND


FOR

LIQUIFIED PROPANE GAS FOR ALL COUNTY FACILITIES
LOCATED IN
BISHOP, BIG PINE, INDEPENDENCE, AND LONE PINE
THROUGH JUNE 30, 2019

Seller shall supply such Liquefied Propane Gas (fuel) as County needs during the term of this Agreement in accordance with the terms and conditions of this agreement. Notwithstanding any estimated quantities set forth in the Bid or in any other document, County shall have no obligation to accept any minimum or maximum amount of fuel from Seller.

1. Fuel Specifications

Seller shall supply the following type of fuel, which shall meet or exceed the Specifications indicated (herein "Fuel"):

Fuel Types

Liquefied Propane Gas

Specifications

The Propane Gas is more specifically described as follows:

A flammable gaseous paraffin hydrocarbon $\text{CH}_3\text{CH}_2\text{CH}_3$ that is heavier than air, occurs naturally in crude petroleum and natural gas and is chiefly used as fuel. Commercial propane shall have a special gravity of 0.504 A 60 degrees F, an ignition temperature in air of 920-112-degrees F with a maximum flame temperature of 3505 degrees F.

Its limits of flammability in air by percentage shall at the lower end be 2.15% and at the high end, 9.60%.

The latent heat of vaporization at boiling point shall be a minimum of 184 BTU per pound or 773 BTU per gallon with the total heating values after vaporization of 2,488 BTU per cubic foot, 21,548 BTU per pound or 91,502 BTU per gallon. Upon written request from County, Seller shall provide County with a manufacturer's certification for any fuel delivered pursuant to this Agreement.

2. Fuel Supply and Delivery

Seller shall supply and deliver fuel as needed by the County to the locations within Inyo County as needed by the County as indicated in Attachment 1 to Exhibit B, entitled Specifications, Bid Sheet, and Bid Price Schedule.

Seller shall monitor and maintain an adequate supply of fuel in the fuel tanks at the specified locations.

Seller shall deliver fuel on working days between the hours of 7:30 a.m. and 4:00 p.m. unless otherwise notified in writing by County.

3. Tank Installation, Maintenance and Rental

a.) If a fuel tank owned by the County is not located at any of the locations referenced in paragraph 2 above, Seller will install and maintain a fuel tank at such location. Seller will be compensated for such installation, use, and maintenance as set forth in Exhibit B ("Schedule of Fees") to this agreement.

b.) If a fuel tank owned by the County is located at any of the locations referenced in paragraph 2 above, Seller will maintain such tank (s). Seller will be compensated for such maintenance as set forth in Exhibit B "Schedule of Fees" to this agreement.

4. Appliance Servicing

Seller will provide service, including maintenance and repair, to appliances using Liquefied Propane Gas at the locations referenced in paragraph 2 above. Such service will be provided by Seller in a reasonably prompt manner upon request by County. Such requests will be made by the County Director of Public Works or his/her designee. County will notify Seller in writing of the persons designated and authorized to request service under this Agreement. Seller will be compensated for providing requested servicing as set forth in Exhibit B ("Schedule of Fees") to this Agreement.

5. Additional Insurance Requirements

In addition to the insurance coverages which Seller is required to maintain pursuant to other provisions of this Agreement, Seller shall obtain and maintain during the term of this Agreement broad form pollution liability coverage in the amount of \$1,000,000.00. Seller shall name the County of Inyo as an additional insured, shall provide County with evidence of coverage, and in all other respects comply with the other provisions of this Agreement which apply to the insurance coverages which Seller is required to obtain and maintain pursuant to this Agreement.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Amerigas

AND

Liquefied Propane Gas

FOR THE PROVISION OF

SERVICES

TERM:

Sept. 1, 2016

June 30, 2019

FROM: _____

TO: _____

SCHEDULE OF FEES:

See attached exhibit B

EXHIBIT B
SCHEDULE OF FEES
FOR
PRODUCT PURCHASE AGREEMENT
BETWEEN COUNTY OF INYO AND

Amerigas
FOR

LIQUIFIED PROPANE GAS FOR ALL COUNTY OFFICES
LOCATED IN
BISHOP, BIG PINE, INDEPENDENCE, AND LONE PINE
THROUGH JUNE 30, 2019

Seller shall supply Liquefied Propane Gas upon request by County at the Contract Price, which is based upon the Bid Price submitted by Seller in the bid pursuant to which this Agreement is awarded, and which is incorporated into, and made a part of, this Agreement; the Contract Price is determined as follows:

1. Base Price.

All Liquefied Propane Gas prices per gallon in Seller's bid and the agreement awarded pursuant to the bid shall be based upon the price per gallon ("Base Price") published in the Weekly Propane Newsletter as follows for Liquefied Propane Gas to be supplied by Seller pursuant to this Agreement:

- (a) The Warren Gas Liquids – McKittrick, CA weekly price

2. Bid Price.

The Bid Price for Liquefied Propane Gas shall be the dollar amount per gallon, excluding the Base Price and all applicable taxes, at which Seller will supply the Liquefied Propane Gas in accordance with the specifications, terms, and conditions of this Agreement.

The Bid Price for Liquefied Propane Gas to be supplied by Seller pursuant to this Agreement is the same as the Bid Price set forth in Bid Price Schedule is included in Attachment "1" and incorporated herein by this reference.

3. Contract Price

The Contract Price per gallon for Liquefied Propane Gas to be supplied by Seller shall equal the sum of the following:

- (a) Bid Price per gallon for the Liquefied Propane Gas; and
(b) Base Price per gallon for the Liquefied Propane Gas as determined

ATTACHMENT 1
TO EXHIBIT B

BID NO. _____

PAGES

SPECIFICATIONS, BID SHEET, AND BID PRICE SCHEDULE

LIQUEFIED PROPANE GAS FOR ALL COUNTY FACILITIES
LOCATED IN
BISHOP, BIG PINE, INDEPENDENCE, AND LONE PINE
THROUGH JUNE 30, 2019

I. Specifications.

This bid is for Liquefied Propane Gas to be delivered to various County locations in Bishop, Big Pine, Independence and Lone Pine. This bid covers delivery of Liquefied Propane Gas to the County for those locations for a period of approximately three years, through June 30, 2019. The specifications for delivery and sale of the Liquefied Propane Gas are set forth in the attached Agreement into which this Attachment 1 is incorporated into and made a part of. Agreements for the delivery and sale of Liquefied Propane Gas will be awarded on the basis of the lowest responsive bidder for the locations listed above. This bid and the Agreement resulting therefrom will include tank installation, rental and maintenance, and appliance servicing. All bids are made pursuant to the terms and conditions set forth in the attached Agreement and the terms and conditions in the attached Agreement will be the conditions under which Agreements will be awarded to the successful bidders.

II. Liquefied Propane Gas Sale and Delivery Bid Prices.

Liquefied Propane Gas is to be delivered the various locations in Bishop, Big Pine, Independence and Lone Pine as listed below. Quantities set forth here in are the County's estimate of Liquefied Propane Gas usage at the location for a one (1) year period. The Bid Price for Liquefied Propane Gas shall be the dollar amount per gallon, excluding all applicable taxes, at which the bidder will supply and deliver the Liquefied Propane Gas in accordance with the specifications, terms, and conditions of the attached Agreement. It is understood that the Contract Price, as that term is defined in Exhibit B of the attached Agreement, is the price per gallon for Liquefied Propane Gas which equals the sum of the Bid Price per gallon, the Base Price per gallon, and all applicable taxes. It is understood that the Base Price as defined in Exhibit B of the Agreement will fluctuate from time to time during the term of the Agreement. However, the Bid Price for each location will remain fixed and shall not fluctuate during the term of the Agreement.

BID NO. _____

III. Tank Installation, Maintenance, and Rental Bid Prices.

The prices for installation, maintenance and rental of Liquefied Propane Gas tanks, in Accordance with the terms and conditions of the Agreement which is attached hereto will be as follows:

- A. Tank Installation: \$ 90.00 dollars per tank;
Mileage Charge: 0 dollars per mile;
- B. Tank Maintenance: T & M dollars per tank; Labor \$90.00 per hour + parts
Mileage Charge: 0 dollars per mile; County owned
tanks only
- C. Tank Rental: 0 dollars per year, per tank.

IV. Appliance Servicing.

Seller will provide service, including maintenance and repair of appliances utilizing Liquefied Propane Gas at the locations set forth in Section II above at the following rates:

Servicing of appliances: \$ 90.00 (Labor only/per hour);
Mileage Charge \$ 0 per mile

Any parts necessary to repair and maintain such appliances will be paid for by the County at Seller's ACTUAL COST.

BY: AmeriGas
Name of Bidder

Dated: 6-6-16

[Signature]
Signature

Executed at: 10:22AM

District Manager - Lone Pine
Title

Exhibit B
Schedule of Fees

VENDOR SUPPLIED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	BID PRICE
21	2500	Bishop Landfill 108 Sunland Res Road Bishop, CA	\$0.31
22	2400	Big Pine Town Hall 180 Dewey St. Big Pine, CA	\$0.31
23	900	Animal Shelter 2573 County Road behind Big Pine Convalescent Hospital Big Pine, CA	\$0.31
24	285	Big Pine Road Yard 160 Dewey St. Big Pine, CA	\$0.31
25	600	Bishop Probation 912-914 N. Main St Bishop, CA 93514	\$0.31
	3500	Progress House 536 N. Second St. Bishop, CA 93514	\$0.31
27	850	Ag Building 218 Wye Road Bishop, CA 93514	\$0.31
28	4,275	Lone Pine HHS 380 Mt Whitney Lone Pine Ca 93545	\$0.31
29	4,000	Community Mental Health 126 Washington Lone Pine Ca 93545	\$0.31
30	3448	Bishop Community Mental Health 586 Central Avenue Bishop, Ca 93514	\$0.31
31	850	Lone Pine DV Airport 1452 S. Main St Lone Pine, Ca 93545	\$0.31
32			
33			
34			
TOTAL ESTIMATED GALLONS PER YEAR FOR COUNTY OWNED & VENDOR SUPPLIED TANKS		119,108	BID PRICE FOR ALL COUNTY LOCATIONS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
45

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: 1 AUG - 6 2019

SUBJECT: Amend Three-Year Contract for Insect and Pest Control Services.

DEPARTMENTAL RECOMMENDATIONS:

1. Request that your Board approve to extend our three-year contract for Insect and Pest Control Services from July 1, 2019 to September 30, 2019.
2. Request that your board approve to ratify the current contract for Amendment #1 to increase the contracted not to exceed amount of \$5,985.00 per year by \$1,500.00 resulting in a revised not to exceed amount of \$7,485.00 and the total contracted amount of \$19,455.00 subject to annual funding authority.
3. Authorize the Chairperson to sign the Amendment to the contract contingent upon the appropriate signatures being obtained and contingent upon adoption of future budgets.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

On July 16, 2016, Inyo County entered into an Agreement with Terminix of Bishop, CA to provide insect and pest control services at specific County facilities. This was a three (3) year agreement, for the period beginning July 1, 2016 until June 30, 2019. We request to increase the contract amount not to exceed \$7,485.00 per year for a total of \$19,455.00 and extend the contract by three (3) months July 1, 2019 to September 30, 2019 as the bid package is updated, prepared, routed and advertised for a new insect and pest control county contract.

ALTERNATIVES:

The Board could elect not to approve this request; this is not recommended, as maintaining insect and pest control in our county buildings is crucial at this time of year.

OTHER AGENCY INVOLVEMENT:

Auditor's Office. County Counsel

FINANCING:

Funding for this work is budgeted in the Building & Maintenance (011100) Utilities Object code 5265

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Grace Cherchia

Approved: yes Date 7/17/19

AUDITOR/CONTROLLER

ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)

[Signature]

Approved: eyes Date 7/18/2019

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

[Signature]

Approved: J Date 7/26/19

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 7/24/19

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TERMINIX
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
Terminix, of Bishop, California
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated July 16, 2016, on County of Inyo Standard
Contract No. 116, for the term from July 1, 2016 to June 30, 2019.

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. Amend section 2, TERM revised to read as follows:

The term of the agreement shall be from July 1, 2016 to September 30, 2019 unless terminated as provided below.

2. Amend section 3, CONSIDERATION , D. to read as follows:

D. Limit upon the 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 \$7,485.00 per year.

The effective date of this Amendment to the Agreement is _____.

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
Terminix
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

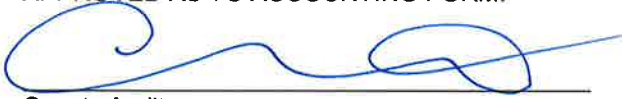
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Grace Chudoba
County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Terminix
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Bruce Chuchla
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 19th day of July 2016 an order was duly made and entered as follows:

*PW/AWARDING OF BID
AND CONTRACT TO
TERMINIX*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to: A) Award the bid for IPC Services to Terminix of Bishop, CA in the amount of \$5,985; B) Approve and award the contract for IPC Services to Terminix of Bishop, CA, for the period of July 1, 2016 through June 30, 2019, in the amount of \$17,955; and C) Authorize the Chairperson to execute the IPC Services contract, contingent upon obtaining appropriate signatures and the adoption of the Fiscal Year 2016-2017 and future budgets. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>August 25, 2016</i>

WITNESS my hand and the seal of said Board this 19th

Day of July, 2016



*KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors*

By: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16
--

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: July 19, 2016

SUBJECT: Award and approve the contract for insect and pest control services (“IPC Services”) for designated County of Inyo (“County”) facilities for the period of July 1, 2016 through June 30, 2019 to Terminix of Bishop, CA.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

- A. Award the bid for IPC Services to Terminix of Bishop, CA in the amount of \$5,985; and
- B. Approve and award the contract for IPC Services to Terminix of Bishop, CA in the amount of \$17,955; and
- C. Authorize the chairperson to execute the IPC Services contract contingent upon obtaining appropriate signatures and the adoption of the FY16/17 and future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Inyo County Department of Maintenance of Buildings and Grounds has solicited and received bids for IPC Services.

The IPC Services include general insect and interior and exterior pest control services, mice control/eradication, and spraying for spider mites for designated County facilities.



On Friday June 10, 2016 bids were opened for the Project. Three (3) companies submitted bids as follows:

Dewey Pest Control of Lancaster, CA	\$13,383.00
Owens Valley Pest of Bishop, CA	\$11,100.00
Terminix of Bishop, CA	\$5,985.00

Terminix of Bishop, CA has been deemed the lowest responsible responsive bidder by the Office of the County Counsel (“County Counsel”). There were no submitted requests to account for the differential for any Small Business Enterprise and/or Local Business preferences. Therefore, the Public Works Department recommends your Board approve and award the contract for IPC Services to Terminix of Bishop, CA.

ALTERNATIVES: Your board could reject all bids. The alternative to the above recommendation is to eliminate insect and pest control services for County facilities. This is not recommended, as ants, termites, spiders, etc., would infest many of our facilities, if the services were not provided.

FINANCING: This will be a budgeted General Fund expenditure through the Maintenance – Buildings & Grounds budget 011100 object code 5265 Professional & Other Services, and has been included in the FY 2016/17 budget.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>6/24/16</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>7/7/2016</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 7/7/16
 (Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF Insect and Pest Control for Designated County Facilities **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Insect and Pest Control services of TERMINIX of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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 TERMINIX (W. DUGAN) whose title is: SERVICE MANAGER. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from July 1, 2016 to June 30, 2019 unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$6000.00 (per year) 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. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

Contractor'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 Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, 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.

12. RECORDS AND AUDIT.

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

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

13. 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.

14. 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.

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. 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-four (24) below.

18. 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.

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. 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.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. AMENDMENT.

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

24. NOTICE.

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

County of Inyo	
Public Works	Department
168 N. Edwards	Street
Independence, Ca 93526	City and State

Contractor:	TECMINIX	Name
18610 Litman Alley		Street
Bishop, CA 93514		City and State

25. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND Terminix
FOR THE PROVISION OF Insect and Pest Control for Designated County Facilities **SERVICES**

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

COUNTY OF INYO

By: [Signature]
Dated: 7-19-16

CONTRACTOR

By: [Signature]
Signature
W. J. Duggan
Print or Type Name
Dated: 6/9/16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND

Terminix

Insect and Pest Control for Designated County Facilities

FOR THE PROVISION OF

SERVICES

TERM:

FROM: July 1, 2016

TO: June 30, 2019

SCOPE OF WORK:

Provide preventative treatment at various County facilities see attached pages.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND

Terminix

Insect and Pest Control for Designated County Facilities

FOR THE PROVISION OF

SERVICES

TERM:

July 1, 2016

June 30, 2019

FROM:

TO:

SCHEDULE OF FEES:

See attached pages.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND TERMINAL
FOR THE PROVISION OF Insect and Pest Control for Designated County Facilities **SERVICES**

TERM:

FROM: July 1, 2016 **TO:** June 30, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 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 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 Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect 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 Contractor to purchase coverage with a lower deductible or retention or 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.

Verification of Coverage

Contractor 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 Contractor'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.

Special Risks or Circumstances

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

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Insect and Pest Control for Designated County Buildings

Bid Opening Date: 6-10-2016 Location: Admin Building

	BIDDER NAME	Bid Amount		Bid Amount	Bond
		A	B	C	
1.	Dewey Pest Control		\$13,383		
2.	Owens Valley Pest		\$11,100		
3.	Terminix	\$5,985	\$6,000		
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Opened By: E. Bell

Present: Breann Nelsons
Wendy Curran





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

46

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING: August 6, 2019

SUBJECT: Software Maintenance for the CREST OPTIM property tax management system

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the renewal of a Software Maintenance Agreement between Crest Software Corporation and the County of Inyo for the County's enterprise Property Tax Management System for the period July 1, 2019 through June 30, 2020 in the amount not to exceed \$70,591.20 contingent on Board approval of fiscal year 2019-2020 budget

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 60 days of the automatic renewal.

ALTERNATIVES:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

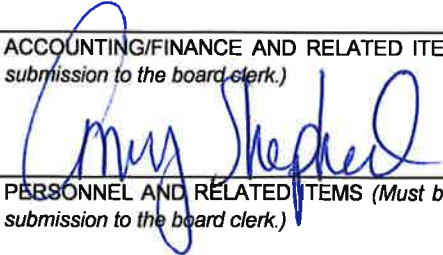
OTHER AGENCY INVOLVEMENT:

The CREST OPTIM property tax management system is used by the Assessor's Office, Auditor's Office and Tax Collector's Office to manage and collect property tax annually.

FINANCING:

The cost of the support service renewal for the period from 07/01/2019 – 06/30/2020 is requested in the Information Services FY 2019-20 budget (011801-5177) (Maint. of Computer Systems).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/31/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____
BUDGET OFFICER:	BUDGET RELATED ITEMS <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:



Crest Software Corporation

1414 Gold Street
Redding, CA 96001

Invoice

DATE	INVOICE #
6/12/2019	2217

BILL TO
Inyo County Information Services P.O. Box 477 Independence, CA 93526

DUE DATE
7/1/2019

DESCRIPTION	QTY	AMOUNT
Annual Software Maintenance		72,000.00
3% Discount		-2,160.00
Software Assurance		751.20
Total		\$70,591.20



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

47

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, County Administrator

FOR THE BOARD MEETING: August 6, 2019

SUBJECT: Continuation of declaration of existence of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY DISCUSSION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County has moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

In light of the massive amount of runoff that is occurring due to the unprecedented snowpack, the recommendation is that the emergency be continued on a biweekly basis and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 07-30-19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 48

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, County Administrator
FOR THE BOARD MEETING: August 6, 2019
SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY DISCUSSION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a biweekly basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 07-30-19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

49

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Scheduled Time for
 Closed Session
 Informational

FROM: Clint G. Quilter, Clerk of the Board, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 6, 2019

SUBJECT: Approval of Board of Supervisors meeting minutes

DEPARTMENTAL RECOMMENDATION: Request Board approve the minutes of the regular Board of Supervisors meeting of July 9, 2019 and the special meeting of July 23, 2019.

SUMMARY DISCUSSION: 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.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 08-01-19

#51



Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391

COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor-Controller
cmartindale@inyocounty.us

TINA TILLEMANS
Administrative Analyst
ttillemans@inyocounty.us

KORTNI GIRARDIN
Payroll Analyst
kgirardin@inyocounty.us

IVONNE BUNN
Office Technician III
ibunn@inyocounty.us

HEATHER WILLIAMS
Office Technician III
hwilliams@inyocounty.us

RUSTY HUERTA
Office Technician II
rhuerta@inyocounty.us

March 26, 2019

Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By: , Deputy
Ivonne J. Bunn

STATEMENT

MONEY IN COUNTY TREASURY

FOR JANUARY TO MARCH 2019

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending March 26, 2019.

Amount of money that should be in the treasury on March 26, 2019

is	\$141,205,847.47	
Receipts from 01/01/19-03/26/19	\$31,784,666.63	
(Less paid warrants) Amount actually therein is	(\$35,613,676.98)	
Active Balance		\$4,137,729.71
Silver		\$9.95
Currency		\$18,160.00
Certificates of Deposit		\$113,260,246.67
CD		\$16,084,000.00
Local Agency Debt		\$1,097,734.10
Deposits on Hand		
Corp Obligation		\$3,642,126.53
	137,376,837.12	\$138,240,006.96

Difference:

12/19/18 SIFPD EL D CK 1914 ACCT ANALYSIS	\$28.61	03/25/19 REMOTE DEPOSIT	(\$10,309.11)
12/31/18 TRANSFER FROM LAIF	\$1,000,000.00	03/26/19 REMOTE DEPOSIT	(\$201,729.81)
12/31/18 PIONEER PERS	(\$2,819.85)	ELD#9703 CHECK#1927	\$78,000.00

Amy Shepherd

County Auditor

Subscribed and sworn to before me this 8th day of July 2019



[Signature]
Assistant Clerk of the Board of Supervisors
INYO COUNTY

Amy Shepherd
Auditor- Controller
ashepherd@inyocounty.us

(760) 878-0343
(760) 872-2700
(760) 876-5559
FAX: (760) 878-0391



COUNTY OF INYO
OFFICE OF THE AUDITOR-CONTROLLER
P. O. Drawer R
Independence, California 93526

CHRISTIE MARTINDALE
Assistant Auditor-Controller
cmartindale@inyocounty.us

TINA TILLEMANS
Administrative Analyst
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KORTNI GIRARDIN
Payroll Analyst
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IVONNE BUNN
Office Technician III
ibunn@inyocounty.us

HEATHER WILLIAMS
Office Technician III
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RUSTY HUERTA
Office Technician II
ruuerta@inyocounty.us

June 28, 2019


Honorable Board of Supervisors
County of Inyo
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd
Auditor-Controller

By:  Deputy
Ivonne J. Bunn

STATEMENT

MONEY IN COUNTY TREASURY

FOR APRIL TO JUNE 2019

STATE OF CALIFORNIA
COUNTY OF INYO

The undersigned, County Auditor, having counted the money in the County Treasury of said County, as required by Section 26920 of the Government Code, and being duly sworn on oath, makes the following report for the period ending June 28, 2019.

Amount of money that should be in the treasury on June 28, 2019

is	\$138,240,383.55	
Receipts from 03/27/19-06/28/19	\$56,119,761.50	
(Less paid warrants) Amount actually therein is	(\$44,251,426.27)	
Active Balance		\$3,004,891.76
Silver		\$7.34
Currency		\$1,039.00
Certificates of Deposit		\$131,088,232.51
CD		\$13,853,000.00
Local Agency Debt		\$633,708.91
Deposits on Hand		
Corp Obligation		\$2,031,246.53
	150,108,718.78	\$150,612,126.05

Difference:

03/25/19 REMOTE DEPOSIT \$10,309.11
06/26/19 REMOTE DEPOSIT \$201,729.81
ELD#9703 CHECK#1927 (\$78,000.00)
ELD#9703 NOT RECEIPTED (\$454.00)
02/08/19 ESCB ACCT ANALYSIS \$77.41

6/28/19 PERS PIONEER-CLASSIC 969 \$1,634.64
6/28/19 PERS SAFETY-PEPRA 25015 \$5,676.07
6/28/19 PERS SAFTEY-CLASSIC 21 \$32,191.61
6/28/19 PERS MISCELL-PEPRA 260100 \$58,556.96
6/28/19 PERS MISCELL-CLASSIC 20 \$87,110.67
6/28/19 ICOE:PERS ICOS \$61,129.52
6/28/19 ICOE:PERS ICOS \$123,445.47

County Auditor

Subscribed and sworn to before me this 8th day of July 2019



Assistant Clerk of the Board of Supervisors
INYO COUNTY



"A Professional Service Agency"

Memorandum

To: Darcy, Assistant Clerk of the Board of Supervisors/Board of Equalization
Assistant to the County Administrator

From: Riannah, Administrative Assistant to the Sheriff

CC: File, Auditor

Date: 7/17/2019

Re: Annual Sheriff's Special Appropriation Report

RECEIVED
2019 JUL 26 AM 11:28
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Attached please find the signed Sheriff's Special appropriation report for the period of 7/1/2018 to 6/30/2019.

Please provide the report to the Board as informational.

Thank you.

SHERIFF'S SPECIAL APPROPRIATION

AS OF JUNE 30, 2019

The following represents deposits and expenditures made by me or under my direction and control under the authority granted by Sections 29435 through 29439 of the California Government Code.


Cash on Hand and/or deposit as of	6/30/2018	\$	10,923.41
Deposits: County General Fund: Date:		\$ 5,000.00	12/18/2019
Asset Seizure Trust: date		\$	
Other: Date:		\$	15,923.41

Disbursements from 07/01/2018 To 06/30/2019

1. Criminal Investigations, pending and under investigation			
2. Narcotics Enforcement:			
Informants			
"Buys"			
Equipment		\$	
Undercover Costs		\$	
Other Costs			
TOTAL			
3. Criminal intelligence program Enforcement Fees, Undercover not included above			
4. Expenses incurred in the suppression of Vice and other crimes			
5. Expenses necessarily incurred in the Preservation of the Peace		\$ 5,983.94	
Total expenditure items 1-5		\$	5,983.94
Bank Service Charges		\$	-
TOTAL cash on hand/in the bank as of 06/30/2019		\$	<u>9,939.47</u>

I hereby declare under penalty of perjury that the foregoing is true and correct and that I found it necessary to expend the funds listed in the manner stated. I further declare that all expenditures were made in accordance with Section 29435 of the California Government Code.

Date: 7/22/19

Signed:  Inyo County Sheriff

SHERIFFS SPECIAL ACCOUNT FY 18/19		RUNNING BALANCE		1,2 3,4,5	NOTES
Beginning Balance		\$ 10,923.41		ON REPORT	checks will begin with 1173
Check #	Amount				
July Statement					
1173	\$350.00			5	
	<u>\$350.00</u>		\$ 10,573.41		
August statement					
1174	393.75			5	
	<u>393.75</u>		\$ 10,179.66		
September statement					
1175	437.46	\$	9,742.20	5	ADVERTISING
		\$	9,742.20		
		\$	9,742.20		
		\$	9,742.20		
	<u>437.46</u>	\$	9,742.20		
October statement					
1176	300.00	\$	9,442.20	5	LO INYO RED RIBBON WEEK
	<u>300.00</u>	\$	9,442.20		
November statement					
1177	50.00			5	AWARD REIM PRITCHARD
	<u>50.00</u>	\$	9,392.20		
December statement					
18/19 ALLOCATION		-5,000.00	\$	14,392.20	
1179	194.32	\$	14,197.88	5	ADVERTISING
1180	122.84	\$	14,075.04	5	ADVERTISING
		\$	14,075.04		
January statement					
NO TRANSACTIONS		0.00	\$	14,075.04	
		\$	14,075.04		
		\$	14,075.04		
February statement					
1183	2655	\$	11,420.04	5	ADVERTISING
		\$	11,420.04		
		\$	11,420.04		
March statement					
1181	40.95	\$	11,379.09	5	ADVERTISING
1182	44.16	\$	11,334.93	5	RETIREMENT PLAQUE
April statement					
1184	81.89	\$	11,253.04		
		\$	11,253.04		
May Statement					
1185	188.56	\$	11,064.48	5	AWARDS
1186	109.91	\$	10,954.57	5	ADVERTISING
1187	100.77	\$	10,853.80	5	CSSA
	<u>399.24</u>				
June Statement					
1188	914.33	\$	9,939.47		BADGES/INSIGNIA
		\$	9,939.47		
		\$	9,939.47	BALANCED	

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



#53

July 25, 2019

File No.: 825.12965.14382

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

RECEIVED
2019 JUL 30 PM 4:19
INYO COUNTY
ADMINISTRATIVE
CLERK OF THE BOARD

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

J. DOMINGUEZ, Captain
Commander
Bishop Area

Enclosure



PRELIMINARY REPORT

HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

DES CONTROL NUMBER				COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER <input type="checkbox"/> No			
HAZMAT CASUALTIES	NO. EXPOSED/ DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY <input type="checkbox"/> NONE	
AGENCY PERSONNEL	0	0	0	UNINC	Independence	Morin, Sgt. 15590	
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED	
INCIDENT DATE (MM/DD/YYYY)				INCIDENT TIME		TIME CALTRANS/COUNTY ROADS NOTIFIED	
07/07/2019				2220 HOURS		2300 HOURS	
INCIDENT OCCURRED ON				STATE HIGHWAY RELATED			
US 395 NB				<input type="checkbox"/> AT INTERSECTION WITH SR-190			
MILEPOST INFORMATION				<input checked="" type="checkbox"/> OR North of			
NAME (FIRST, MIDDLE, LAST)				DRIVER'S LICENSE NUMBER		STATE	
GILBERT MARTINEZ AVILA				B7665316		CA	
STREET ADDRESS				VEH. YEAR		MAKE	
29089 POPPY MEADOW STREET				2005		DODGE RAM 2500	
CITY/STATE/ZIP CODE				VEH. YEAR		MAKE	
CANYON COUNTRY, CA 91387							
HOME PHONE		BUSINESS PHONE		CARRIER NAME			
HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)				REGISTERED OWNER <input type="checkbox"/> SAME AS DRIVER			
<input checked="" type="checkbox"/> On-site fire services				RUDOLPH PALOMARES AVILA			
<input checked="" type="checkbox"/> Private info source				OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER			
<input type="checkbox"/> Off-site fire services				VEHICLE IDENTIFICATION NUMBER			
<input type="checkbox"/> On-site non-fire services				VEHICLE TYPE			
<input type="checkbox"/> Off-site non-fire services				22			
<input type="checkbox"/> Computer software				CA NUMBER			
<input type="checkbox"/> Chemist				DOT NUMBER			
<input type="checkbox"/> Other							
CHEMICAL/TRADE NAME		UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
DIESEL FUEL				10 GAL	Outside vehicle	Liquid	Liquid
CONTAINER TYPE		CONTAINER CAPACITY (LBS., GAL., ETC.)		CONTAINER MATERIAL	LEVEL OF CONTAINER		
Vehicular fuel tank							
CHEMICAL/TRADE NAME		UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
CONTAINER TYPE		CONTAINER CAPACITY (LBS., GAL., ETC.)		CONTAINER MATERIAL	LEVEL OF CONTAINER		
PROPERTY USE				SURROUNDING AREA		PROPERTY MANAGEMENT	
RELEASE FACTORS				EQUIPMENT TYPE INVOLVED		HAZMAT CONFIRMED	
						<input type="checkbox"/> Yes <input type="checkbox"/> No	
CITATION ISSUED OR COMPLAINT TO BE FILED		PRIMARY CAUSE OF INCIDENT		OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)			
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not determined		<input checked="" type="checkbox"/> Violation		<input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Other Code violation				DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?			
<input type="checkbox"/> Other cause				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER			
ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)							
<input checked="" type="checkbox"/> Sequence of events		<input type="checkbox"/> Evacuation details		<input checked="" type="checkbox"/> Cleanup actions		<input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)	
<input checked="" type="checkbox"/> Road closures		<input checked="" type="checkbox"/> Environmental impact		<input checked="" type="checkbox"/> Actions of other agencies			
COMPLETE THE FOLLOWING							
<input checked="" type="checkbox"/> Incident Action Plan		<input checked="" type="checkbox"/> Site Safety Plan		<input checked="" type="checkbox"/> Proposition 65 Letters: County Health/County Board of Supervisors			
DATE AND TIME SCENE DECLARED SAFE		BY WHOM (NAME, TITLE AND AGENCY)					
HOURS							
PREPARER'S NAME, RANK, AND ID NUMBER			DATE		REVIEWER'S NAME, RANK, AND ID NUMBER		
Mauch, SGT., 14382			07/07/2019				