

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

September 10, 2019 - 8:30 AM

1. **PUBLIC COMMENT**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** – Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9 (one case).
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

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

8. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Kelli Braithwaite, HHS Services Supervisors, and Nancy Martinez, Re-Entry Coordinator, Health & Human Services; and Matt Johnston, Building/Maintenance Worker, Public Works.

CONSENT AGENDA (Approval recommended by the County Administrator)

9. **Health & Human Services - Health/Prevention** - Request Board approve a no-cost extension of Inyo County's Wellness & Prevention Pilot Project Grant Agreement with the County Medical Services Program (CMSP) Governing Board, and authorize HHS Director Marilyn Mann to sign the Agreement Amendment.
10. **Planning Department - Yucca Mountain** - Request Board approve and authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2019 through September 30, 2020.
11. **Public Works** - Request Board: A) award the contract for the BPMP Deck Sealing Project to Peterson-Chase General Engineering Construction, Inc. of Irvine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Peterson-Chase General Engineering Construction, Inc. of Irvine, CA in the amount of \$111,816.50, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
12. **Public Works** -
Request Board: A) award the contract for the Bishop Airport Taxiway Rehabilitation Project to Qualcon Contractors Inc. of Minden, NV as the successful bidder; B) approve the construction contract between the County of Inyo and Qualcon Contractors Inc. of Minden, NV in the amount of \$4,722,055, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
13. **Public Works** -
Request Board: A) award the contract for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport to Granite Construction Inc. of Bakersfield, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Granite Construction Inc. of Bakersfield, CA in the amount of \$1,816,900, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
14. **Public Works** - Request Board approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of Liquefied Propane Gas for designated County facilities in an amount not to exceed \$608,190 for the period of October 1, 2019 through June 30, 2022, contingent upon available funding and the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

15. **Public Works - Building & Safety** - Request Board approve Resolution No. 2019-40, titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the Jail Water Heater Re-Pipe Project," and authorize the Chairperson to sign.
16. **Public Works - Road Dept.** - Request Board: A) declare 711 Materials, Inc. of Bishop, CA a sole-source provider of ready-mixed controlled low strength material (CLSM); and B) authorize the issuance of a purchase order in an amount not to exceed \$15,000.00, payable to 711 Materials, Inc. of Bishop, CA for approximately 100 cubic yards of CLSM.
17. **Public Works - Road Dept.** -
Request Board: A) award the contract for the Onion Valley Road Storm Damage Project to Spiess Construction Co., Inc of Santa Maria, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Spiess Construction Co., Inc of Santa Maria, CA in the amount of \$522,350.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

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

18. **County Administrator - Recycling & Waste Management** - Request Board waive the Purchasing Policy requirement to obtain three bids and choose a vendor before seeking Board approval for purchase of a vehicle over \$10,000, and authorize the purchase of a used mechanic service truck from a vendor to be determined by the Assistant County Administrator for the use within the Recycling and Waste Management Program in an amount not to exceed \$75,000.00 including tax and delivery.
19. **County Administrator** - Request Board: A) conduct a review and discussion of the Fiscal Year 2019-2020 Final Board Approved Budget, including but not limited to: 1) those changes to the CAO Recommended Budget that were directed by the Board to be included in the Final Budget; and 2) any other changes which may be made as a result of today's discussion; B) adopt the Fiscal Year 2019-2020 as recommended by the County Administrator and as amended, and as directed on September 3, 2019; and C) approve Resolution No. 2019-41, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting the Final Budget for Fiscal Year 2019-2020."
20. **County Administrator** - Request Board approve Resolution No. 2019-42, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving Proposed Revisions to the Golden State Finance Authority Joint Powers Agreement," and authorize the Chairperson to sign.
21. **Clerk of the Board** - Request Board: A) appoint Ms. June Shaw to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending May 31, 2023; and B) provide direction to staff regarding advertising the Board of Trustees' remaining long-time vacancy. (*Notice of Vacancy published for two vacancies resulted in a single request for appointment being received.*)

22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of August 27, 2019 and September 3, 2019, and the Budget Hearings of September 3, 2019.

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

- 11 A.M.**
23. **HEALTH & HUMAN SERVICES - 11 A.M.** - Request Board approve an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission."

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

24. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

25. Request Board review Treasury Status Report for the Quarter Ending March 31, 2019 and direct any questions to the County Treasurer.
26. Request Board review Treasury Status Report for Quarter Ending June 30, 2019 and direct any questions to the County Treasurer.
27. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on southbound U.S. 395 south of Pine Creek Road.



County of Inyo



Health & Human Services - Health/Prevention

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Rhiannon Baker

SUBJECT: CMSP Wellness and Prevention Pilot Project Grant No-Cost Extension

RECOMMENDED ACTION:

Request Board approve a no-cost extension of Inyo County's Wellness & Prevention Pilot Project Grant Agreement with the County Medical Services Program (CMSP) Governing Board, and authorize HHS Director Marilyn Mann to sign the Agreement Amendment.

SUMMARY/JUSTIFICATION:

Inyo County HHS was awarded a \$150,000 CMSP Wellness and Prevention Grant in January 2017. With this grant we successfully purchased telemedicine equipment for use in County facilities, including Tecopa, Lone Pine, the Jail, and in Bishop. We also disseminated a community health and wellness survey and received more than 300 survey responses from across the County. Using the survey results data, we convened a workgroup of community agencies and developed three Health & Wellness Priorities to target our mutual, multi-agency efforts:

- 1) Mental Health, including access to care for people with anxiety and depression;
- 2) Substance use disorder, with special emphasis on alcohol and DUI;
- 3) Access to services, including healthy food & groceries, medical, dental, and mental health care, and wellness activities.

Inyo County HHS and our partners have requested a no-cost, 1 year extension of our grant in order to do additional planning around our three priorities. Our 1 year extension was approved by the CMSP governing board, and now needs to be signed by the Inyo County HHS director.

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could decide not to sign our no-cost grant extension. We would be able to work on the grant projects for the rest of the 2019 calendar year, but would not be able to carry our projects into 2020 and would likely lose access to any unspent funds.

OTHER AGENCY INVOLVEMENT:

NA

FINANCING:

NA

ATTACHMENTS:

1. CMSP Funding Grant Agreement

APPROVALS:

Rhiannon Baker	Created/Initiated - 8/28/2019
Darcy Ellis	Approved - 8/28/2019
Anna Scott	Approved - 8/28/2019
Marilyn Mann	Approved - 8/28/2019
Melissa Best-Baker	Approved - 8/29/2019
Rhiannon Baker	Approved - 8/30/2019
Marshall Rudolph	Approved - 8/30/2019
Amy Shepherd	Approved - 9/3/2019
Denelle Carrington	Approved - 9/4/2019
Marilyn Mann	Final Approval - 9/4/2019

FIRST AMENDMENT

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD COUNTY WELLNESS & PREVENTION PILOT PROJECT FUNDING GRANT AGREEMENT

This First Amendment (“Amendment”) is by and between the County Medical Services Program Governing Board (“Board”) and County of Inyo (“Grantee”), and amends the County Medical Services Program Governing Board County Wellness & Prevention Pilot Project Funding Grant Agreement dated effective April 1, 2017 (“Agreement”), by and between Board and Grantee.

Background

- A. Board and Grantee previously entered into the Agreement with regard to the County Medical Services Program County Wellness & Prevention Pilot Project (“Pilot Project”).
- B. Board and Grantee desire to amend the Agreement to extend the term of the Agreement and other matters concerning the Project.

IT IS HEREBY AGREED AS FOLLOWS:

Agreements

- 1. Section 7 is amended to read as follows:
 - 7. Progress and Final Reporting. Grantee shall notify the Board of any proposed substantial changes to the Project's components. The Project's components shall include: (a) the Project plan; (b) the target population; (c) the structure and process for providing services/support; (d) the roles and responsibilities of all participating (partnering) agencies; (e) services provided; (f) key Grantee personnel; (g) the budget; and (h) timelines. The Grantee shall submit seven (7) biannual progress reports to the Board, that: (a) highlights the Project's key accomplishments, to date; (b) identifies challenges and barriers encountered during the prior six (6) months; (c) describes what the Project has learned, to date, about the target population; and (d) provides an update on data collection and evaluation efforts. In addition, the Grantee shall submit a final report to the Board by March 31, 2021, that: (a) highlights the Project's key accomplishments; (b) identifies challenges and barriers encountered during the Project; (c) describes what the Project has learned about the target population; (d) reports the evaluation findings; and (e) thoroughly describes the Project's future activities following the Pilot Project. The Board may, within its sole discretion, terminate this Agreement at any time and suspend and/or discontinue payment of any Grant Funds if Grantee does not satisfactorily meet reporting requirements as set forth herein and in the RFP.

2. Section 8 of the Agreement is amended to read as follows:

8. Term. The term of this Agreement shall be from April 1, 2017, to June 30, 2021, unless otherwise extended in writing by mutual consent of the parties.

3. This Amendment is effective August 1, 2019.

4. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect the same as if this Amendment had not been executed.

Dated effective August 1, 2019.

COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

COUNTY OF INYO

By _____
Kari Brownstein
Administrative Officer

By _____
Name _____
Title _____



County of Inyo



Planning Department - Yucca Mountain

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Ryan Standridge

SUBJECT:

Yucca Mountain Oversight – Joint Funding Agreement with U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert

RECOMMENDED ACTION:

Request Board approve and authorize the Chairperson to sign the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2019 through September 30, 2020.

SUMMARY/JUSTIFICATION:

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings reinitiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.

The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2019. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

OTHER AGENCY INVOLVEMENT:

USGS, NPS, FWS, BLM, and Nye County

FINANCING:

Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

ATTACHMENTS:

1. 2019 USGS Water Agreement

APPROVALS:

Ryan Standridge

Darcy Ellis

Amy Shepherd

Marshall Rudolph

Cathreen Richards

Created/Initiated - 8/20/2019

Approved - 8/21/2019

Approved - 8/23/2019

Approved - 8/28/2019

Final Approval - 9/5/2019



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd.
Carson City, NV 89701

August 20, 2019

Rick Pucci, Chairperson
Inyo County, Board of Supervisors
C/o Yucca Repository Assessment Office
P.O. Drawer L
Independence, CA 93526

Dear Mr. Pucci:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2019 - September 30, 2020. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

Daniel J. Bright, Acting Director
USGS, Nevada Water Science Center

Enclosures

Cc: Geoff Moret, Jon Wilson, USGS
NV Finance

20ZJJFA00100

USGS Nevada Water Science Center

2730 N. Deer Run Road
Carson City, NV 89701
Fax: 775-887-7629
DUNS: 178930541

County of Inyo, California

Yucca Mountain Repository Assessment Office
PO Drawer L
Independence, CA 93526
Phone: 760-878-0263
Fax: 760-878-0382
TID: 95-6000545
DUNS: 010706687

Technical Contact

Geoff Moret
702-564-4545
gmoret@usgs.gov

Technical Contact

Catherine Richards, Planning Director
760-878-0447
crichards@inyocounty.us

Executive Contact

Danie J. Bright, Acting Director
775-887-7660

Executive Contact

Rick Pucci, Chairperson
760-878-0268

Billing Contact

Helen Houston, Budget Analyst
775-887-7605
NVFinance@usgs.gov

Billing Contact

Paula Riesen, Project Coordinator
760-878-0263
priesen@inyocounty.us

Any updates to contact information can be submitted to NVFinance@usgs.gov.

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in the Amargosa Desert Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,026 by the party of the first part during the period October 1, 2019 to September 30, 2020
- (b) \$8,000 by the party of the second part during the period October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 6000001003
Agreement #: 20ZJFA00100
Project #: ZJ00EBM
TIN #: 95-6005445

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Geoffrey Moret
Chief, Southern NV Studies Section
Address: 160 N. Stephanie Street
Henderson, NV 89074
Telephone: (702) 564-4545
Fax:
Email: gmoret@usgs.gov

Customer Technical Point of Contact

Name: Catherine Richards
Planning Director
Address: C/O Yucca Repository Assessment
Office P.O. Drawer L
Independence, CA 93526
Telephone: (760) 878-0447
Fax:
Email: crichards@inyocounty.us

USGS Billing Point of Contact

Name: Helen Houston
Budget Analyst
Address: 2730 N. Deer Run Road
Carson City, NV 89701
Telephone: (775) 887-7605
Fax: (775) 887-7629
Email: hhouston@usgs.gov

Customer Billing Point of Contact

Name: Paula Riesen
Project Coordinator
Address: Yucca Mtn. Repository Assessment
Office PO Drawer L
Independence, CA 93526
Telephone: (760) 878-0263
Fax:
Email: priesen@inyocounty.us

U.S. Geological Survey
United States
Department of Interior

County of Inyo (Yucca Mountain Repository)

Signature

Signatures

By _____ Date: 08/20/2019
Name: Daniel J. Bright
Title: Acting Director

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Trevor Taylor

SUBJECT: Award of the Construction Contract for the BPMP Deck Sealing Project

RECOMMENDED ACTION:

Request Board: A) award the contract for the BPMP Deck Sealing Project to Peterson-Chase General Engineering Construction, Inc. of Irvine, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Peterson-Chase General Engineering Construction, Inc. of Irvine, CA in the amount of \$111,816.50, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

The BPMP Deck Sealing Project is a Bridge Preventative Maintenance Program (BPMP) project funded through the Highway Bridge Program (HBP). The project work consists of the application of high molecular weight methacrylate (HMWM) to the bridge decks of four (4) Inyo County bridges. The locations were chosen based on the County's 2015 BPMP, which objectively prioritizes preventative maintenance work based on work recommendations included in the biennial Bridge Inspection Reports provided to the County by Caltrans.

On Wednesday, August 28th, 2019, bids were opened for the BPMP Deck Sealing Project. Two (2) bids were received:

Peterson-Chase General Engineering Construction, Inc. of Irvine, CA	\$111,816.50
American Civil Constructors West Coast LLC of Benicia, CA	\$145,110.00

A third bid was submitted but was returned to the bidder unopened because the bidder had failed to comply with the requirement of pre-registering with the Department of Public Works as a plan-holder.

Based on Peterson-Chase's bid of \$111,816.50, the total cost of construction of the project, including construction engineering, is estimated at approximately \$115,000.00. The County will be reimbursed for the actual construction and construction engineering costs in an amount up to \$196,800.00 at a reimbursement ration of 88.53% through the Highway Bridge Program.

The Public Works Department requests that the Board award the contract for the BPMP Deck Sealing Project to the lowest responsive, responsible bidder, Peterson-Chase General Engineering Construction, Inc.

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the May 21st, 2019 meeting of the Board of Supervisors, the Board approved the plans and specifications for the BPMP Deck Sealing Project, and authorized the Public Works Director to advertise for bids for the project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could reject all bids and re-advertise the project. This is not recommended as the BPMP Deck Sealing Project is adequately funded and will be a cost effective method of prolonging the life of County infrastructure.

OTHER AGENCY INVOLVEMENT:

Auditor
County Counsel
Caltrans for reimbursement

FINANCING:

The costs for the construction and construction engineering will be paid through Budget 034601 State Funded Road, Object Code 5741 Bridge Prevention Main Prg. The project is federally reimbursable at 88.53%; the remaining 11.47% will be covered by the County.

ATTACHMENTS:

1. Contract (unexecuted)
2. Bid Tab

APPROVALS:

Trevor Taylor	Created/Initiated - 8/20/2019
Darcy Ellis	Approved - 8/20/2019
Trevor Taylor	Approved - 8/29/2019
Breanne Nelums	Approved - 8/30/2019
Michael Errante	Approved - 8/30/2019
Marshall Rudolph	Approved - 8/30/2019
Aaron Holmberg	Approved - 9/3/2019
Amy Shepherd	Approved - 9/4/2019
Michael Errante	Final Approval - 9/4/2019

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

Peterson-Chase General Engineering Construction, Inc., **CONTRACTOR**

for the

Inyo County BPMP Deck Sealing **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 10th, 2019, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Peterson-Chase General Engineering Construction (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Inyo County BPMP Deck Sealing **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 listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Inyo County BPMP Deck Sealing **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:
One hundred eleven thousand eight hundred sixteen and fifty cents dollars (\$ 111,816.50), 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. 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)].

11. 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.

12. 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.

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

14. 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.

15. 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.

Inyo County BPMP Deck Sealing

Project

Construction Contract and Attachments – No. 147

Page 4 of 12

08142018

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

If to Contractor: _____

16. **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.

17. **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.

18. **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.

19. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.

20. **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.

21. **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.

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

23. **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.

24. **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

COUNTY OF INYO BID TABULATION

Project Title & Bid No. BPMP Deck Seal Project – TR-18-045

Bid Opening Date: August 28th, 2019 @ 3:30 PM

Location: County Admin Center

	BIDDER NAME	Total Bid	Bond
1.	Pederson Chase G.E.C.	\$ 111,816.50	✓
2.	American Civil Constructors	\$ 145,110. ⁰⁰	✓
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Opened By: Darcy Ellis

Present: Darcy Ellis
Trevor Taylos
Monica Tilton





County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM:

SUBJECT: Award construction contract for the Bishop Airport Taxiway Rehabilitation Project

RECOMMENDED ACTION:

Request Board: A) award the contract for the Bishop Airport Taxiway Rehabilitation Project to Qualcon Contractors Inc. of Minden, NV as the successful bidder; B) approve the construction contract between the County of Inyo and Qualcon Contractors Inc. of Minden, NV in the amount of \$4,722,055, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

At the May 14, 2019 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the Project for bids. At the same meeting, the Board authorized the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for construction of the Project.

The scope of work for the Project consists primarily of pavement rehabilitation and new pavement markings of all taxiways at the Bishop Airport.

On June 14, 2019 bids were opened for the Project. Three companies submitted the following bids, representing the total price for all bid schedules with all bid additives:

Bowman Asphalt Inc., Bakersfield, CA	\$8,291,681.00
Qualcon Contractors Inc., Minden, NV	\$7,403,699.50
Granite Construction Inc., Bakersfield, CA	\$8,928,128.50

All bids were reviewed by the County to determine responsiveness. Qualcon Contractors Inc. was found to be the lowest responsible responsive bidder to the Project bid proposal requirements.

After the bid opening the FAA reviewed the bids and determined that they would not fund the widening work on Taxiway H or the pavement rehabilitation work on Taxiway F at this time. Due to this change, the awarded scope for Schedule 2 has been modified using unit prices from the bid:

- Taxiway D 'East' will receive pavement recycling with overlay, which was the original scope of Schedule 2. Bid unit prices are consistent with Schedule 2.

- Taxiway H and J will receive a crack fill and seal coat treatment, using the bid unit prices for the same scope of work on Taxiway A (Schedule 1). The unit cost for pavement sealing is a negotiated price between the bit unit price for the seal coat on Taxiway A and Taxiway E.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Approval of Plans and Specification, and acceptance of the forthcoming FAA grant - May 14th, 2019

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid and construction contract for the Project, this is not recommended because the FAA grant includes a large amount of discretionary funds which may be lost if the contract is not awarded before the end of the federal fiscal year.

OTHER AGENCY INVOLVEMENT:

FAA
CDA

FINANCING:

The Project will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the cost of the Project. The reimbursable costs will be paid through budget unit 630305 Bishop Airport Taxiway Rehab, object code 5700, Construction in Progress in the amount of \$4,722,055. The County's cost share of this contract will be \$259,713 however if State funds are not available, the full match amount could be \$472,205.50.

In anticipation of this project Public Works budgeted funds for this Project in the Preliminary Budget for Fiscal Year 2019/2020.

ATTACHMENTS:

1. Bishop Taxiway Rehab contract_Qualcon

APPROVALS:

Ashley Helms	Created/Initiated - 8/1/2019
Darcy Ellis	Approved - 8/2/2019
Ashley Helms	Approved - 9/3/2019
Justine Kokx	Approved - 9/4/2019
Michael Errante	Approved - 9/4/2019
Marshall Rudolph	Approved - 9/4/2019
Amy Shepherd	Approved - 9/5/2019
Michael Errante	Final Approval - 9/5/2019

AGREEMENT
BETWEEN THE COUNTY OF INYO AND
Qualcon Contractors Inc.

for

TAXIWAY REHABILITATION PROJECT
AT THE
BISHOP AIRPORT

AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-021-2019
COUNTY PROJECT NO: TR-19-001

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 10, 2019, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Qualcon Contractors Inc (hereinafter referred to as "CONTRACTOR" for the construction or removal of the Bishop Airport Taxiway Rehabilitation PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.

TAXIWAY REHABILITATION PROJECT AT THE BISHOP AIRPORT
AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0024-021-2019
COUNTY PROJECT NO: TR-19-001

- V. **STANDARD OF PERFORMANCE:** CONTRACTOR represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. COUNTY relies upon the representations of CONTRACTOR regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the COUNTY does not operate to release CONTRACTOR from any responsibility to perform work to professional and/or trade standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Contract. CONTRACTOR shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the COUNTY shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in CONTRACTOR'S profession and/or trade.
- VI. **INDEPENDENT CONTRACTOR:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY's objectives in entering this Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY's employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR's sole responsibility. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR's compensation.
- VII. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.
- VIII. **CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. **INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify

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

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

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

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

1. **Safety Training:** Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
2. **Child, Family and Spousal Support Reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.
3. **Nondiscrimination:** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant

thereto.

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

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

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

XV. WRITTEN NOTIFICATION: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to CONTRACTOR: _____

XVI. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

XVII. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

XVIII. TERMINATION. This Contract may be terminated for the reasons stated below:

1. Immediately for cause, if either party fails to perform its responsibilities under

this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

2. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
3. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

XIX. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XX. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

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

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, "Contract Components"**; for the purpose of this Contract, Special Provisions includes:
 - a. County Provisions;
 - b. General Provisions;
 - c. Federal Provisions;
 - d. Special Provisions; and
 - e. Technical Specifications.

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

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

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

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

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

C. GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any

workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.
4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

CONTRACTOR must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of

any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation

Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce

safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

J. ENERGY CONSERVATION REQUIREMENTS

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

K. EQUAL OPPORTUNITY CLAUSE

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

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

L. CERTIFICATION REGARDING LOBBYING

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

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

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

M. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

N. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

O. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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

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

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" COUNTY OF INYO RELVANT PORTIONS OF REQUEST
FOR BIDS

Attachment "B:" RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment "C:" INSURANCE PROVISIONS

---o0o---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO

CONTRACTOR

Rick Pucci, Board Chair

[_____], Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: CLINT QUILTER
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

APPROVEE AS TO INSURANCE
REQUIREMENTS:

By _____
Inyo County Risk Manager

Attachment "A"

RELEVANT PORTIONS OF REQUEST FOR BID

**SPECIAL PROVISIONS
TAXIWAY REHABILITATION
BISHOP AIRPORT
FAA AIP PROJECT NO. #3-06-0024-020-2018
COUNTY PROJECT NO. TR-19-001**

1. LOCATION AND GENERAL DESCRIPTION OF THE WORK. The work to be done under this contract is located at the Bishop Airport, Bishop, California. The overall objective of the work is rehabilitation of the airport taxiways.

More specifically, the project consists of planing, paint removal, asphalt pavement removal, subgrade preparation and compaction, full depth reclamation (FDR) of the existing asphalt pavements and base, asphalt surface course and paint marking. Additive work items include additional pavement rehabilitation and micromilling and sealing of pavements with markings.

The scope of the work is shown on the "Construction Layout Plan".

All runways and adjacent aircraft parking aprons must remain in service during construction, except during brief periods, if approved by the Engineer.

2. TIME OF COMPLETION, SEQUENCE OF WORK SCHEDULES & MEETINGS. The Contractor shall complete all the work under the base bid within 135 calendar days from the date of notice to proceed. An additional 15 calendar days will be allowed for any and all bid additive work, if awarded, resulting in a total allowance of 150 calendar days. The Engineer may extend the duration for pavement curing time prior to paint markings and for materials delivery due to weather or manufacturer delays beyond the Contractor control, if deemed necessary in the sole judgment of the Engineer.

The airfield will remain open during construction, in accordance with the Construction Closure & Safety Plan. All work shall be performed in daylight unless approved otherwise by the Engineer. The Contractor may make submittals at any time after notification of award to expedite his ordering materials and commencing the work in an efficient manner. The Contractor's schedule submittals shall strive to consolidate work efforts and multi-task work items to the extent possible in order to expedite completion of the project and avoid the necessity of acceptance testing and inspection during periods of relatively minor activity. The contract time allows for procurement, delivery, and installation of all systems.

Within 10 days of the Notice to Proceed and every two weeks thereafter, the Contractor shall submit to the Engineer (in Microsoft Project format) baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Work must be executed in the sequence indicated on the current accepted schedule.

Schedules must show the order in which the Contractor proposes to prosecute the work with logical links between time-scaled work activities and calculations made using the critical path method to determine the controlling activities. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Engineer will schedule the preconstruction meeting prior to issuing the Notice to Proceed to the Contractor. The Engineer will prepare an agenda for the preconstruction meeting and take minutes.

The Contractor shall be available to attend weekly progress meetings, if scheduled and determined by the Engineer to be necessary. The meeting shall be attended by the Contractor's

job foreman, safety officer, and representative of the subcontractors actively working or beginning to work at the time of the meeting.

The preparation of schedules and attendance at meetings shall be considered as included in Mobilization and no additional compensation will be allowed therefor.

3. LIQUIDATED DAMAGES. Liquidated damages, for failure to complete the work within the time for completion specified for any or all construction phases shall be three thousand dollars (\$3,000.00) per calendar day.
4. ASSIGNMENT. In entering this contract or a subcontract to this contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this works contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor without further acknowledgment by the parties.
5. PREVAILING WAGES AND TRAVEL AND SUBSISTENCE PAYMENTS. A copy of the determination of the general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed is on file at the Owner's offices. Contractor and any subcontractors will not pay less than the specified prevailing rates of wages to all workers employed in the execution of the contract. The Contractor will pay at least the minimum of state or federal wages, whichever is the greater.

Contractor will post one copy of the prevailing rates of wages at the job site. For each calendar day or portion thereof, and for each worker paid less than the stipulated prevailing rates for such work or craft in which the workman is employed or any public work done under the contract by him, or any subcontractor under him, Contractor shall forfeit the sum of \$50.00 as penalty to the Owner.

Travel and subsistence payments shall be paid to each worker needed to execute the work and such payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work involved.

6. HOURS OF WORK. Eight hours labor constitutes a legal day's work pursuant to this contract. The time of service of any worker employed upon the project is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week unless said employee is compensated at a rate of one and one-half times the basic rate of pay for all times in excess of the foregoing hours. The Contractor and the Subcontractors shall not work more than 8 hours per day unless approved otherwise by the Engineer. If the Contractor schedule requires overtime observation or acceptance testing by the Engineer or Owner staff, the cost for additional payment to the Engineer and Owner for the Engineer's and Owner's overtime shall be deducted from payments to the Contractor. The Engineer shall be the sole judge of these hours and costs.

Contractor shall keep and make available and accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by the Contractor or any subcontractor in connection with the project.

Contractor shall, as a penalty, forfeit \$25.00 for each worker employed in execution of the contract by Contractor or by any subcontractor for each calendar day during that such worker is required or permitted to work more than eight hours in any one calendar day or forty hours in any one calendar week in violation of this section.

7. ACTS OF GOD. Contractor shall not be responsible for the cost of repairing or restoring damages to the work which exceeds 5% of the contract price and which damage is determined to have been proximately caused by an act of God, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the Owner. As used herein, the term "acts of God" includes only earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves.
8. CERTAIN CLAIMS. Notwithstanding the foregoing, any demand of \$375,000, or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the Owner shall be processed in by informal conferences, non-binding judicially supervised mediation and judicial arbitration.

A single written claim shall be filed under this section prior to the date of final payment for all demands arising out of the contract.

Within thirty (30) days of the receipt of the claim, the Owner may request additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

Unless further documentation is requested, the Owner shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Owner shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Owner, the Owner shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

If the Contractor disputes the Owner's response, or the Owner fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Owner within fifteen (15) days after the deadline of the Owner to respond or within fifteen (15) days of the Owner's response, whichever occurs first. The Owner shall schedule the meet and confer conference within thirty (30) days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

9. CONSTRUCTION MEANS AND SAFETY. Wadell Engineering Corporation, its subconsultants, and the Owner are not responsible for the construction means, methods, techniques, sequences, and safety at the site. These items are the sole responsibility of the Contractor. The Contractor shall comply with applicable portions of the attached FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction".
10. PUBLIC SAFETY AND CONVENIENCE. The Contractor shall use every reasonable precaution to safeguard persons and property including the general public. It shall be the sole responsibility of the Contractor to place and maintain airport furnished water filled barricades with lights, and to furnish and maintain any other barriers, temporary construction fences, lights, and danger signals as are necessary to protect persons and property near the work site. All barricades and obstructions shall be protected at night by lights, which shall be suitably distributed and kept illuminated from sunset to sunrise. Lights shall be of a type acceptable to the Engineer with 360-degree visibility.

In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is received.

Neither the owner nor its officers or agents or Wadell Engineering Corporation shall be responsible to the Contractor for damages as a result of the location of the underground utilities being other than that shown on the plans or for the existence of underground utilities not shown on the plans. The Contractor shall seek and mark utilities within the work area prior to excavation or opening ground surfaces. The Contractor shall retain, utilize and compensate a private USA company for utility marking prior to any digging.

11. FIRE PREVENTION AND PROTECTION. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable local and state fire prevention regulations.
12. PROTECTION OF UTILITIES, CABLES, NAVAIDS, AND WEATHER BUREAU FACILITIES. The Contractor is hereby informed that there are public utility, airport private utility, FAA and weather bureau facilities on the airport. It is the Contractor's responsibility to find and protect such facilities. The Contractor shall conduct private USA utility searches within work areas, in particular the terminal area and near FAA facilities to prevent damage to systems. The cost is considered included in the cost of all subgrade preparation and underground work, and is not subject to separate payment.
13. CONSTRUCTION LAYOUT AND STAKES. The Contractor shall furnish all stakes for the layout and construction of the work. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. No staking will be provided by the Engineer. The Contractor's layout for paint markings shall be done at the direction of an on-site California licensed professional land surveyor.

No separate measurement and payment will be made for establishing and maintaining construction layout stakes required under this Contract. The cost for this construction layout staking shall be considered to be included in the various contract prices for which construction layout staking is required.
14. TEMPORARY ELECTRIC POWER. The Contractor shall make his own arrangements for electric power for use during construction. The Contractor shall compensate the Owner at Owner determined rates for any use of Owner power.
15. SANITARY FACILITIES. The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractor's employees that will comply with the regulations of the local and state departments of health and as directed by the Engineer.
16. WATER & WATERING. The Contractor shall furnish and apply water required in the compaction of embankments, subgrades, subbases, base courses, dust control, and for other purposes in accordance with the requirements of these specifications or as directed by the Engineer. Water, when required, shall be applied at the locations, in the amounts, and during the hours as directed by the Engineer. The Contractor shall make all arrangements and shall bear all expenses for furnishing of water supply including adequate equipment of ample capacity to ensure uniform application of water in the amounts directed by the Engineer.

The performance of this item, including provision of all water, shall be considered incidental to the other contract items and, therefore, no direct payment for water shall be made.

17. HAUL ROUTES, ROUTE MAINTENANCE, AND DUST CONTROL. Construction equipment shall follow the routes if shown on the plans unless the Engineer approves other routes.

The Contractor shall perform all necessary maintenance of routes during construction and shall perform all work as necessary to restore the routes used by his equipment to their original condition at the conclusion of construction. Damage to existing paved and unpaved areas shall be repaired promptly and to the sole satisfaction of the Engineer. Pavement damage repairs shall include milling, compaction and repaving as directed by the Engineer. The Contractor is hereby notified that heavy truck usage of the airport pavements and roads likely will result in the requirement for repairs. Such repairs shall be at no cost to the Owner.

Dust control methods and means shall be designed and implemented by the Contractor to assure that dust from the project and support areas shall not spread to adjacent on airport tenants and parking areas or to off-airport properties. The economic value of damage to aircraft and aircraft maintenance facilities and activities can occur even by light dusting, which may result in claims and civil litigation. Haul routes shall be sprinkled with water as necessary to prevent dust diffusion during the course of the work.

All maintenance and restoration work shall be completed to the Engineer's satisfaction before final payment is awarded.

18. WORK IN AIR OPERATIONS AREAS. Employee vehicle parking is confined to the Contractor's area shown on the plans. This project requires work in and adjacent to aircraft operations areas. When the Contractor enters air operations areas the following apply:

The Contractor shall provide a knowledgeable flag person with aviation radio to prevent vehicle incursions and access to operations areas including crossings of runways and taxiways.

FAA-approved orange and white checkered flags shall be provided by the Contractor on all vehicles. No vehicles are allowed within 25 feet of a parked aircraft or within 40 feet of a moving aircraft.

Workmen on foot shall remain at least 150 feet back from the edge of an operational runway, unless cleared through a radio operator who then maintains a watch over the operation. Workmen on or within 50 feet of an active runway or taxiway shall wear orange safety vests at all times.

In the event of an emergency, men and equipment shall be moved immediately at the direction of the Engineer.

Normally, work will not be permitted in the air operations area between the hours 2000 to 0600. If an emergency situation requires work during these hours, the Contractor shall notify the Engineer as far in advance as possible and obtain clearance from him before proceeding to work. During night operations, each vehicle shall be equipped with an omni-directional amber flashing light mounted on the roof of the cab. Headlights, taillights and flashers shall be used for all activities during these hours.

19. HAZARD LIGHTING OF CONSTRUCTION AREAS. In the area of construction as shown on the plans and in accordance with the construction schedule, the Contractor shall outline access routes to the construction area and the construction area itself by the use of suitable lighted barricades.

Construction equipment that extends 15 feet or more above ground level shall be cleared through the Engineer and shall be lighted at night in an approved manner and/or lowered to height of adjacent structural surroundings at the discretion of the Engineer.

20. **CLEANUP DURING THE WORK.** The Contractor shall at all times during the work keep the premises clean and orderly. He shall promptly remove all waste materials and rubbish. All directions from the Engineer and other authorized public officials having jurisdiction over health and safety shall be obeyed.

Whenever the Contractor is hauling material or debris on or across roadways, auto parking, aircraft aprons, taxiways, or runways, he shall take all necessary precautions to prevent any spillage or dropping of material or debris from his haul vehicles. If and when such spills occur, the Contractor shall be especially diligent in promptly cleaning them up. It is emphasized that even the smallest spills of rock or debris may be hazardous to automobiles and aircraft until cleaned up.

21. **SITE RESTORATION AND CLEANUP.** Upon completion of the project, all areas used by the Contractor in connection with the work shall be properly cleared of all temporary structures, rubbish, and waste materials and the areas shall be properly graded to drain and blend in with the abutting property. Any waste area obtained by the Contractor for deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

22. **CONTRACTOR PERFORMANCE AND COOPERATION.** The Owner relies on prompt and efficient execution of the project and closeout of the contract. Contractor non-responsiveness or mismanagement that results in delay to the Engineer adversely impacts the Owner's ability to perform compliance inspections, complete the project accounting and finish the project. The Contractor will be deemed non-responsive or un-cooperative in the event the Contractor does not furnish (1) daily receipts for delivered materials (where applicable such as aggregate base and asphaltic concrete), (2) prompt progress and final payment requests, (3) prompt Contractor test results for quality control, (4) complete and accurate "as-built" markup drawings for the completed work.

The Engineer shall not allow payment for materials delivered without an applicable load receipt submitted to the Engineer on the day of delivery. The Contractor shall have 14 calendar days from completion of the final punch list work to submit "as-built" markups and the final payment request.

Delays to the Engineer due to the Engineer's determination of non-responsiveness by the Contractor shall be back charged against monies due the Contractor at the rate of \$2,000 per engineer day. Such charges are in addition to liquidated damages.

END OF SPECIAL PROVISIONS

Attachment "B"

RESPONSE TO REQUEST FOR BID

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUALCON UNIT PRICE	AWARD ITEM TOTAL
SCHEDULE ONE					
TAXIWAY "A", "A1", "A2" & "A3"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 32,000.00	\$ 32,000.00
2	Contractor Quality Control Program (C-100) for All Schedules	1	LS	\$ 210,000.00	\$ 210,000.00
3	Crack Repairs - Small - Detail A1 - Not Mapped (P-101)	1	LS	\$ 60,000.00	\$ 60,000.00
4	Crack Repairs - Medium - Detail A2 (P-101)	2,690	LF	\$ 24.00	\$ 64,560.00
5	Crack Repairs - Large - Detail A3 (P-101)	1,031	LF	\$ 28.00	\$ 28,868.00
6	Hot Mix Asphalt for Detail A2 and Detail A3 Crack Repairs (P-101)	150	TON	\$ 275.00	\$ 41,250.00
7	Paint Removal (P-101)	22,132	SF	\$ 2.25	\$ 49,797.00
8	Pavement Sealing (P-626)	49,750	SY	\$ 3.00	\$ 149,250.00
9	Airfield Yellow Pavement Marking With Beads (P-620)	9,431	SF	\$ 1.50	\$ 14,146.50
10	Airfield Black Pavement Marking With No Beads (P-620)	11,816	SF	\$ 1.00	\$ 11,816.00
11	Surface Painted Holding Position Signs With Beads (P-620)	18	EA	\$ 900.00	\$ 16,200.00
TOTAL TAXIWAY "A", "A1", "A2" & "A3"					\$ 677,887.50
TAXIWAY "F" - REMOVED FROM PROJECT					
TOTAL SCHEDULE ONE					\$ 677,887.50
SCHEDULE TWO - SCOPE MODIFIED, SEE BELOW					
TAXIWAY "H", "J" & "D EAST"					
TOTAL SCHEDULE TWO					\$ -
SCHEDULE THREE					
TAXIWAY "B"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 45,000.00	\$ 45,000.00
2	Unclassified Excavation - Fillet (TW 'B' & 'C') 8"± Deep 100%, Haul To Disposal & Compact 95% (P-152)	105	CY	\$ 75.00	\$ 7,875.00
3	FDR Existing Pavement and New Fillet (P-207)	11,100	SY	\$ 11.00	\$ 122,100.00
4	5% Cement for FDR Processing (P-207)	250	TON	\$ 200.00	\$ 50,000.00
5	Milling Existing Pavement East End (P-101) 4"±	4,200	SY	\$ 5.00	\$ 21,000.00
6	0.33' Plant Mix Bituminous Pavement (P-401)	3,600	TON	\$ 178.00	\$ 640,800.00
7	Shoulder Grading Pavement Edge To Lights with Native Material 95% (P-152)	5,000	SY	\$ 7.00	\$ 35,000.00
8	Airfield Yellow Pavement Marking With Beads (P-620)	1,300	SF	\$ 1.50	\$ 1,950.00
9	Airfield Black Pavement Marking With No Beads (P-620)	2,600	SF	\$ 1.00	\$ 2,600.00
TOTAL TAXIWAY "B"					\$ 926,325.00
TAXIWAY "C SOUTH"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 14,000.00	\$ 14,000.00
2	FDR Existing Pavement (P-207)	2,990	SY	\$ 18.00	\$ 53,820.00
3	5% Cement for FDR Processing (P-207)	70	TON	\$ 200.00	\$ 14,000.00
4	0.33' Plant Mix Bituminous Pavement (P-401)	800	TON	\$ 190.00	\$ 152,000.00
5	Shoulder Grading Pavement Edge To Lights with Native Material 95% (P-152)	1,150	SY	\$ 10.00	\$ 11,500.00
6	Airfield Yellow Pavement Marking With Beads (P-620)	591	SF	\$ 1.50	\$ 886.50
7	Airfield Black Pavement Marking With No Beads (P-620)	662	SF	\$ 1.00	\$ 662.00
8	Surface Painted Holding Position Signs With Beads (P-620)	2	EA	\$ 900.00	\$ 1,800.00
9	Remove Taxiway Light Fixture (L-861T(L)) (L-125) And Furnish Blank Lid	5	EA	\$ 230.00	\$ 1,150.00
10	Remove Taxiway Light, Dispose Can & Concrete (L-861T(L)) (L-125)	6	EA	\$ 1,000.00	\$ 6,000.00
11	New Can With Reused Taxiway Fixture (L-861T(L)) (L-125)	7	EA	\$ 2,500.00	\$ 17,500.00
12	Remove & Relocate Sign (L-858) (L-125)	1	EA	\$ 8,000.00	\$ 8,000.00
13	2" Dia. Duct (L-110) - Flowable Backfill With Counterpoise (P-153)	463	LF	\$ 40.00	\$ 18,520.00
14	Taxiway AWG 8, 5KV Single Conductor (L-108)	504	LF	\$ 5.00	\$ 2,520.00
TOTAL TAXIWAY "C SOUTH"					\$ 302,358.50
TAXIWAY "G"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 14,000.00	\$ 14,000.00
2	FDR Existing Pavement (P-207)	4,355	SY	\$ 15.00	\$ 65,325.00
3	5% Cement for FDR Processing (P-207)	100	TON	\$ 200.00	\$ 20,000.00

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUALCON UNIT PRICE	AWARD ITEM TOTAL
4	0.33' Plant Mix Bituminous Pavement (P-401)	350	TON	\$ 250.00	\$ 87,500.00
5	Pavement Sealing Taxiway G (P-626)	16,130	SY	\$ 5.00	\$ 80,650.00
6	Shoulder Grading 10' Wide with Native Material 95% (P-152)	1,350	SY	\$ 10.00	\$ 13,500.00
7	Airfield Yellow Pavement Marking With Beads (P-620)	100	SF	\$ 1.50	\$ 150.00
8	Airfield Black Pavement Marking With No Beads (P-620)	200	SF	\$ 1.00	\$ 200.00
TOTAL TAXIWAY "G"					\$ 281,325.00
TOTAL SCHEDULE THREE					\$ 1,510,008.50
TOTAL ALL SCHEDULES ONE, TWO AND THREE					\$ 2,187,896.00
ADDITIVE ONE: TAXIWAY "C NORTH"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 38,000.00	\$ 38,000.00
2	Contractor Quality Control Program (C-100) for Additive One	1	LS	\$ 35,000.00	\$ 35,000.00
2	FDR Existing Pavement (P-207)	11,000	SY	\$ 10.00	\$ 110,000.00
3	5% Cement for FDR Processing (P-207)	250	TON	\$ 200.00	\$ 50,000.00
4	0.33' Plant Mix Bituminous Pavement (P-401)	2,800	TON	\$ 178.00	\$ 498,400.00
5	Shoulder Grading Pavement Edge To Reflectors with Native Material 95% (P-152)	4,310	SY	\$ 8.00	\$ 34,480.00
6	Airfield Yellow Pavement Marking With Beads (P-620)	591	SF	\$ 1.50	\$ 886.50
7	Airfield Black Pavement Marking With No Beads (P-620)	662	SF	\$ 1.00	\$ 662.00
8	Surface Painted Holding Position Signs With Beads (P-620)	2	EA	\$ 900.00	\$ 1,800.00
TOTAL ADDITIVE ONE: TAXIWAY "C NORTH"					\$ 769,228.50
ADDITIVE TWO: TAXIWAY "D"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 50,000.00	\$ 50,000.00
2	Contractor Quality Control Program (C-100) for Additive Two	1	LS	\$ 40,000.00	\$ 40,000.00
3	Unclassified Excavation - Fillets 8"± Deep 100%, Haul To Disposal & Compact 95% (P-152)	85	CY	\$ 90.00	\$ 7,650.00
4	FDR Existing Pavement and New Fillet (P-207)	15,625	SY	\$ 10.00	\$ 156,250.00
5	5% Cement for FDR Processing (P-207)	350	TON	\$ 200.00	\$ 70,000.00
6	0.33' Plant Mix Bituminous Pavement (P-401)	3,525	TON	\$ 178.00	\$ 627,450.00
7	Shoulder Grading Pavement Edge To Reflectors with Native Material 95% (P-152)	6,015	SY	\$ 8.00	\$ 48,120.00
8	Airfield Yellow Pavement Marking With Beads (P-620)	1,785	SF	\$ 1.50	\$ 2,677.50
9	Airfield Black Pavement Marking With No Beads (P-620)	2,451	SF	\$ 1.00	\$ 2,451.00
10	Surface Painted Holding Position Signs With Beads (P-620)	4	EA	\$ 900.00	\$ 3,600.00
11	Remove Taxiway Light Fixture (L-861T(L)) (L-125) And Furnish Blank Lid	2	EA	\$ 230.00	\$ 460.00
12	Remove Taxiway Light, Dispose Can & Concrete (L-861T(L)) (L-125)	4	EA	\$ 1,000.00	\$ 4,000.00
13	New Can With Reused Taxiway Fixture (L-861T(L)) (L-125)	5	EA	\$ 2,500.00	\$ 12,500.00
14	2" Dia. Duct (L-110) - Flowable Backfill With Counterpoise (P-153)	415	LF	\$ 40.00	\$ 16,600.00
15	Taxiway AWG 8, 5KV Single Conductor (L-108)	588	LF	\$ 5.00	\$ 2,940.00
TOTAL ADDITIVE TWO: TAXIWAY "D"					\$ 1,044,698.50
ADDITIVE THREE: TAXIWAY "E"					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	\$ 8,000.00	\$ 8,000.00
2	Micro-mill Taxiway E (P-101)	16,135	SY	\$ 2.00	\$ 32,270.00
3	Pavement Sealing Taxiway E (P-626)	16,135	SY	\$ 5.00	\$ 80,675.00
4	Shoulder Grading Pavement Edge To Reflectors with Native Material 95% (P-152)	6,350	SY	\$ 5.00	\$ 31,750.00
4	Airfield Yellow Pavement Marking With Beads (P-620)	2,286	SF	\$ 1.50	\$ 3,429.00
5	Airfield Black Pavement Marking With No Beads (P-620)	3,446	SF	\$ 1.00	\$ 3,446.00
6	Surface Painted Holding Position Signs With Beads (P-620)	4	EA	\$ 900.00	\$ 3,600.00
TOTAL ADDITIVE THREE: TAXIWAY "E"					\$ 163,170.00
TOTAL ALL ADDITIVES ONE, TWO AND THREE					\$ 1,977,097.00
TOTAL ALL SCHEDULES AND ALL ADDITIVES					\$ 4,164,993.00
SCHEDULE 2 SCOPE CHANGE - USING BID UNIT PRICES					
TAXIWAY "D EAST"					

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	QUALCON	AWARD
				UNIT PRICE	ITEM TOTAL
1	Mobilization	1	LS	\$ 19,643.70	\$ 19,643.70
2	FDR Existing Pavement (P-207)	3,523	SY	\$ 10.00	\$ 35,230.00
3	5% Cement for FDR Processing (P-207)	40	TON	\$ 200.00	\$ 8,000.00
4	0.33' Plant Mix Bituminous Pavement (P-401)	793	TON	\$ 178.00	\$ 141,154.00
5	Shoulder Grading Pavement Edge To Reflectors with Native Material 95% (P-152)	1,060	SY	\$ 7.00	\$ 7,420.00
6	Airfield Yellow Pavement Marking With Beads (P-620)	1,120	SF	\$ 1.50	\$ 1,680.00
7	Airfield Black Pavement Marking With No Beads (P-620)	1,153	SF	\$ 1.00	\$ 1,153.00
8	Surface Painted Holding Position Signs With Beads (P-620)	2	EA	\$ 900.00	\$ 1,800.00
TOTAL TAXIWAY "D EAST"					\$ 216,080.70
TAXIWAY "H" & "J"					
1	Mobilization	1	LS	\$ 30,998.30	\$ 30,998.30
2	Crack Repairs - Small - Detail A1 - Not Mapped (P-101)	1	LS	\$ 30,000.00	\$ 30,000.00
3	Crack Repairs - Medium - Detail A2 (P-101)	1,645	LF	\$ 24.00	\$ 39,480.00
4	Crack Repairs - Large - Detail A3 (P-101)	3,751	LF	\$ 28.00	\$ 105,028.00
5	Hot Mix Asphalt for Detail A2 and Detail A3 Crack Repairs (P-101)	92	TON	\$ 275.00	\$ 25,300.00
6	Pavement Sealing (P-626)	21,750	SY	\$ 4.35	\$ 94,612.50
7	Airfield Yellow Pavement Marking With Beads (P-620)	3,933	SF	\$ 1.50	\$ 5,899.50
8	Airfield Black Pavement Marking With No Beads (P-620)	6,063	SF	\$ 1.00	\$ 6,063.00
9	Surface Painted Holding Position Signs With Beads (P-620)	4	EA	\$ 900.00	\$ 3,600.00
TOTAL TAXIWAY "H" & "J"					\$ 340,981.30
TOTAL CONTRACT					\$ 4,722,055.00

Attachment "C"

INSURANCE PROVISIONS

SECTION 1. INSURANCE, DEFENSE, AND INDEMNIFICATION.

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 that 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. The cost of such insurance shall be included in the Contractor's Bid.

1.01 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, property damage, and personal and advertising injury, with no exclusion for work performed at airport, with limits no less than **\$10,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If CGL policy has exclusion/s for work performed at airport, then a separate airport liability policy must also be maintained with the same limits and specifications stated in this paragraph.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design-Build or Construction Management), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractor's Pollution Legal Liability** with limits no less than \$2,000,000 per occurrence or claim.

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

1.02 SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim

administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

1.03 OTHER INSURANCE PROVISIONS

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

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

1.04 BUILDER'S RISK (COURSE OF CONSTRUCTION) INSURANCE

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

1.05 CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

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.

1.06 ACCEPTABILITY OF INSURERS

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

1.07 WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors.

1.08 VERIFICATION OF COVERAGE

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

1.09 SUBCONTRACTOR

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

1.10 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.

1.11 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.

1.12 DEFENSE AND INDEMNIFICATION

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 attorney's 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.

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.



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM:

SUBJECT: Award construction contract for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport

RECOMMENDED ACTION:

Request Board: A) award the contract for the Runway Rehabilitation Project at the Lone Pine/Death Valley Airport to Granite Construction Inc. of Bakersfield, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Granite Construction Inc. of Bakersfield, CA in the amount of \$1,816,900, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

At the June 11, 2019 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the Project for bids. At the same meeting, the Board authorized the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for construction of the Project.

The scope of work for the Project consists primarily of pavement recycling and overlay of Runway 16-34. The project will also include culvert replacement, shoulder grading and pavement markings.

On July 5, 2019 bids were opened for the Project. Three companies submitted the following bids:

Bowman Asphalt Inc., Bakersfield, CA	\$2,004,500
Qualcon Contractors Inc., Minden, NV	\$1,833,900
Granite Construction Inc., Bakersfield, CA	\$1,816,900

All bids were reviewed by the County to determine responsiveness. Granite Construction Inc. was found to be the lowest responsible responsive bidder to the Project bid proposal requirements.

The low bid for this project exceeded the grant amount programmed by the FAA, which was a total project cost of \$1,777,778; however the FAA was able to allocate funds to cover the additional costs.

BACKGROUND/HISTORY OF BOARD ACTIONS:

June 11, 2019 Approval of the Plans and Specifications for the Runway Rehabilitation Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid and construction contract for the Project, this is not recommended

because the FAA grant includes State Apportionment funds which may be lost if the contract is not awarded before the end of the federal fiscal year.

OTHER AGENCY INVOLVEMENT:

FAA
California Division of Aeronautics (CDA)

FINANCING:

The Project will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the cost of the Project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the cost of the Project. The reimbursable costs will be paid through budget unit 150504, Lone Pine/Death Valley Airport Pavement, object code 5700, Construction in Progress in the amount of \$1,816,900.

Currently, the CAO recommended 19/20 Budget for this project is \$1,777,778; because of the additional award from the FAA, Public Works will bring a budget amendment to Board to request the additional funds after the budget has been adopted.

The County's cost share of this contract will be \$99,929.50, however if State funds are not available, the full match amount could be \$181,690.

In anticipation of this project Public Works budgeted \$50,000 of the contract amount in the Preliminary Budget for Fiscal Year 2019/2020 to cover work completed before budget adoption.

ATTACHMENTS:

1. LPDV Runway Rehabilitation_Granite Contract

APPROVALS:

Ashley Helms	Created/Initiated - 8/15/2019
Darcy Ellis	Approved - 8/15/2019
Ashley Helms	Approved - 8/15/2019
Breanne Nelums	Approved - 8/16/2019
Michael Errante	Approved - 8/16/2019
Marshall Rudolph	Approved - 8/16/2019
Amy Shepherd	Approved - 8/19/2019
Michael Errante	Final Approval - 8/19/2019

**AGREEMENT
BETWEEN THE COUNTY OF INYO AND
Granite Construction Inc.**

for

**RUNWAY REHABILITATION PROJECT
AT THE
LONE PINE/DEATH VALLEY AIRPORT**

**AIRPORT IMPROVEMENT PROGRAM
FAA AIP PROJECT NO. #3-06-0126-014-2019
COUNTY PROJECT NO: TR-19-004**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, September 10, 2019, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Granite Construction Inc. (hereinafter referred to as "CONTRACTOR") for the construction or removal of Runway Rehabilitation Project PROJECT (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

- I. SERVICES TO BE PERFORMED:** CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Attachment A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Attachment B and incorporated herein by this reference, and complete all work within the time for completion set forth in Attachment A.
- II. TIME OF COMPLETION:** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.
- III. COMPENSATION / CONSIDERATION:** Compensation to be paid to CONTRACTOR for performance of such work shall be in accordance with the schedules for payment set forth in Attachment "B" to this contract. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.
- IV. METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.
- V. STANDARD OF PERFORMANCE:** CONTRACTOR represents that he/she is qualified and licensed

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

- VI. INDEPENDENT CONTRACTOR:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between COUNTY and CONTRACTOR nor to allow COUNTY to exercise discretion or control over the manner in which CONTRACTOR performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by CONTRACTOR shall be provided in a manner consistent with reaching the COUNTY'S objectives in entering this Agreement. CONTRACTOR is an independent CONTRACTOR, not an employee of COUNTY or any of its subsidiaries or affiliates. CONTRACTOR will not represent itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to COUNTY'S employees. The consideration set forth in Sections IV and V above shall be the sole consideration due CONTRACTOR for the services rendered hereunder. It is understood that COUNTY will not withhold any amounts for payment of taxes from CONTRACTOR'S compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be CONTRACTOR'S sole responsibility. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from CONTRACTOR'S compensation.
- VII. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.
- VIII. CLAIMS RESOLUTION:** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by the CONTRACTOR to COUNTY will follow the provisions as set forth in the Project's County Provisions section.
- IX. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

- X. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:
1. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
 2. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].
- XI. COMPLIANCE WITH ALL LAWS.** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.
1. **Safety Training:** Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.
 2. **Child, Family and Spousal Support Reporting Obligations:** Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.
 3. **Nondiscrimination:** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.
- XII. LICENSES:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its trade and/or profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of CONTRACTOR to practice its and/or profession.
- XIII. PREVAILING WAGE:** Pursuant to Section 1720 et seq. of the Labor Code, CONTRACTOR agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the

prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. CONTRACTOR agrees to submit certified payroll to COUNTY and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

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

XV. WRITTEN NOTIFICATION: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to CONTRACTOR: Granite Construction Inc.
Attn: Kevin Parsons
3005 James Road
Bakersfield, CA 93308

XVI. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

XVII. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

XVIII. TERMINATION. This Contract may be terminated for the reasons stated below:

1. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
2. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
3. By County upon oral notice from the Board of Supervisors based on funding ending or

being materially decreased during the term of this Contract.

XIX. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XX. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

XXI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

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

1. All provisions set forth expressly herein;
2. The Bid Proposal Forms, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part of this contract by reference; and
3. All other contract documents, as described in **Section 5-1.02, "Contract Components"**; for the purpose of this Contract, Special Provisions includes:
 - a. County Provisions;
 - b. General Provisions;
 - c. Federal Provisions;
 - d. Special Provisions; and
 - e. Technical Specifications.

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

XXIV. REQUIRED FEDERAL PROVISIONS

A. ACCESS TO RECORDS AND REPORTS: The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT TERMS

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

Owner will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of the contract. Owner reserves

the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the CONTRACTOR must correct the breach. Owner may proceed with termination of the contract if the CONTRACTOR fails to correct the breach by the deadline indicated in the Owner's notice.

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

C. GENERAL CIVIL RIGHTS PROVISIONS

The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

D. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

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

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

5. **Sanctions for Noncompliance:** In the event of a CONTRACTOR’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

E. CLEAN AIR AND WATER POLLUTION CONTROL

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

F. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements:** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
3. **Withholding for Unpaid Wages and Liquidated Damages:** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph

(2) of this clause.

4. **Subcontractors:** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

G. COPELAND “ANTI-KICKBACK” ACT

CONTRACTOR must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. CONTRACTOR and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONTRACTOR and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

H. DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include

disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

I. TEXTING WHEN DRIVING

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

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

J. ENERGY CONSERVATION REQUIREMENTS

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

K. EQUAL OPPORTUNITY CLAUSE

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

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

L. CERTIFICATION REGARDING LOBBYING

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

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

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

M. PROHIBITION OF SEGREGATED FACILITIES

- (a) The CONTRACTOR agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The CONTRACTOR shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

N. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

O. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The CONTRACTOR has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the CONTRACTOR can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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

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

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Q. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the CONTRACTOR. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the CONTRACTOR shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. CONTRACTOR must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay CONTRACTOR for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 4) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the CONTRACTOR directly attributable to Owner's termination action.

Owner will not pay CONTRACTOR for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the CONTRACTOR and all sub-tier CONTRACTORS must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

XXV. ENTIRE AGREEMENT: This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract. If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

XXVI. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Attachment "A:" COUNTY OF INYO RELVANT PORTIONS OF REQUEST FOR BIDS

Attachment "B:" RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

Attachment "C:" INSURANCE PROVISIONS

---o0o---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO

CONTRACTOR

Rick Pucci, Board Chair

[_____], Title

APPROVED AS TO FORM
AND LEGALITY

ATTEST: CLINT QUILTER
County Clerk
Board of Supervisors

By _____
Inyo County Counsel

By: _____

APPROVEE AS TO INSURANCE
REQUIREMENTS:

By _____
Inyo County Risk Manager

Attachment "A"

RELEVANT PORTIONS OF REQUEST FOR BID

SPECIAL PROVISIONS
RUNWAY PAVEMENT REHABILITATION
LONE PINE/DEATH VALLEY AIRPORT
FAA AIP PROJECT NO. #3-06-0126-013-2018 DESIGN
FAA AIP PROJECT NO. #3-06-0126-014-2019 CONSTRUCTION
COUNTY PROJECT NO. TR-19-004

1. LOCATION AND GENERAL DESCRIPTION OF THE WORK. The work to be done under this contract is located at the Lone Pine/Death Valley Airport, Lone Pine, California. The overall objective of the work is rehabilitation of the airport runway.

More specifically, the project consists of subgrade preparation and compaction, full depth reclamation (FDR) of the existing asphalt pavements and base, asphalt surface course, paint marking, and culvert removal and replacement.

The scope of the work is shown on the "Construction Layout Plan".

The paved and dirt runways will be closed during construction. The apron and helicopter area will remain open.

2. TIME OF COMPLETION, SEQUENCE OF WORK SCHEDULES & MEETINGS. The Contractor shall complete all the work under the base bid within 60 calendar days from the date of notice to proceed. This schedule includes pavement curing time prior to paint marking.

The paved and dirt runways will be closed during construction and the apron and helicopter area will remain open, in accordance with the Construction Closure & Safety Plan. All work shall be performed in daylight unless approved otherwise by the Engineer. The Contractor may make submittals at any time after notification of award to expedite his ordering materials and commencing the work in an efficient manner. The Contractor's schedule submittals shall strive to consolidate work efforts and multi-task work items to the extent possible in order to expedite completion of the project and avoid the necessity of acceptance testing and inspection during periods of relatively minor activity. The contract time allows for procurement, delivery, and installation of all systems.

Within 10 days of the Notice to Proceed and every two weeks thereafter, the Contractor shall submit to the Engineer (in Microsoft Project format) baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Work must be executed in the sequence indicated on the current accepted schedule.

Schedules must show the order in which the Contractor proposes to prosecute the work with logical links between time-scaled work activities and calculations made using the critical path method to determine the controlling activities. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Engineer will schedule the preconstruction meeting prior to issuing the Notice to Proceed to the Contractor. The Engineer will prepare an agenda for the preconstruction meeting and take minutes.

The Contractor shall be available to attend weekly progress meetings, if scheduled and determined by the Engineer to be necessary. The meeting shall be attended by the Contractor's job foreman, safety officer, and representative of the subcontractors actively working or beginning to work at the time of the meeting.

The preparation of schedules and attendance at meetings shall be considered as included in

Mobilization and no additional compensation will be allowed therefor.

3. LIQUIDATED DAMAGES. Liquidated damages, for failure to complete the work within the time for completion specified for any or all construction phases shall be three thousand dollars (\$3,000.00) per calendar day.
4. ASSIGNMENT. In entering this contract or a subcontract to this contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this works contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor without further acknowledgment by the parties.
5. PREVAILING WAGES AND TRAVEL AND SUBSISTENCE PAYMENTS. A copy of the determination of the general prevailing rates of per diem wages and general prevailing wages for holiday and overtime work in the locality in which the work is to be performed is on file at the Owner's offices. Contractor and any subcontractors will not pay less than the specified prevailing rates of wages to all workers employed in the execution of the contract. The Contractor will pay at least the minimum of state or federal wages, whichever is the greater.

Contractor will post one copy of the prevailing rates of wages at the job site. For each calendar day or portion thereof, and for each worker paid less than the stipulated prevailing rates for such work or craft in which the workman is employed or any public work done under the contract by him, or any subcontractor under him, Contractor shall forfeit the sum of \$50.00 as penalty to the Owner.

Travel and subsistence payments shall be paid to each worker needed to execute the work and such payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work involved.

6. HOURS OF WORK. Eight hours labor constitutes a legal day's work pursuant to this contract. The time of service of any worker employed upon the project is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week unless said employee is compensated at a rate of one and one-half times the basic rate of pay for all times in excess of the foregoing hours. The Contractor and the Subcontractors shall not work more than 8 hours per day unless approved otherwise by the Engineer. If the Contractor schedule requires overtime observation or acceptance testing by the Engineer or Owner staff, the cost for additional payment to the Engineer and Owner for the Engineer's and Owner's overtime shall be deducted from payments to the Contractor. The Engineer shall be the sole judge of these hours and costs.

Contractor shall keep and make available and accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by the Contractor or any subcontractor in connection with the project.

Contractor shall, as a penalty, forfeit \$25.00 for each worker employed in execution of the contract by Contractor or by any subcontractor for each calendar day during that such worker is required or permitted to work more than eight hours in any one calendar day or forty hours in any one calendar week in violation of this section.

7. ACTS OF GOD. Contractor shall not be responsible for the cost of repairing or restoring damages to the work which exceeds 5% of the contract price and which damage is determined to have been proximately caused by an act of God, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of

the Owner. As used herein, the term "acts of God" includes only earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves.

8. CERTAIN CLAIMS. Notwithstanding the foregoing, any demand of \$375,000, or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the Owner shall be processed in by informal conferences, non-binding judicially supervised mediation and judicial arbitration.

A single written claim shall be filed under this section prior to the date of final payment for all demands arising out of the contract.

Within thirty (30) days of the receipt of the claim, the Owner may request additional documentation supporting the claim or relating to defenses or claims the Owner may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

Unless further documentation is requested, the Owner shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or within sixty (60) days if the amount of the claim is more than \$50,000, but less than \$375,000. If further documentation is requested, the Owner shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Owner, the Owner shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

If the Contractor disputes the Owner's response, or the Owner fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Owner within fifteen (15) days after the deadline of the Owner to respond or within fifteen (15) days of the Owner's response, whichever occurs first. The Owner shall schedule the meet and confer conference within thirty (30) days of the request.

If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

9. CONSTRUCTION MEANS AND SAFETY. Wadell Engineering Corporation, its subconsultants, and the Owner are not responsible for the construction means, methods, techniques, sequences, and safety at the site. These items are the sole responsibility of the Contractor. The Contractor shall comply with applicable portions of the attached FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction".
10. PUBLIC SAFETY AND CONVENIENCE. The Contractor shall use every reasonable precaution to safeguard persons and property including the general public. It shall be the sole responsibility of the Contractor to procure, place and maintain four yellow runway closure crosses and eight water filled barricades with lights, and to furnish and maintain any other barriers, temporary construction fences, lights, and danger signals as are necessary to protect persons and property near the work site. All barricades and obstructions shall be protected at night by lights, which shall be suitably distributed and kept illuminated from sunset to sunrise. Lights shall be of a type acceptable to the Engineer with 360-degree visibility. Runway crosses and barricades shall become the property of the Owner upon completion and shall be stored on site as approved by the Engineer.

In the event of interruption to domestic water, sewer, storm drain, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor

shall promptly notify the proper authority. The Contractor shall cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is received.

Neither the owner nor its officers or agents or Wadell Engineering Corporation shall be responsible to the Contractor for damages as a result of the location of the underground utilities being other than that shown on the plans or for the existence of underground utilities not shown on the plans. The Contractor shall seek and mark utilities within the work area prior to excavation or opening ground surfaces. The Contractor shall retain, utilize and compensate a private USA company for utility marking prior to any digging.

11. FIRE PREVENTION AND PROTECTION. The Contractor shall perform all work in a fire-safe manner. He shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable local and state fire prevention regulations.
12. PROTECTION OF UTILITIES, CABLES, NAVAIDS, AND WEATHER BUREAU FACILITIES. The Contractor is hereby informed that there are public utility, airport private utility and weather reporting facilities on the airport. It is the Contractor's responsibility to find and protect such facilities. The Contractor shall conduct private USA utility searches within work areas, in particular the terminal area and near airport lighting and weather facilities to prevent damage to systems. The cost is considered included in the cost of all subgrade preparation and underground work, and is not subject to separate payment.
13. CONSTRUCTION LAYOUT AND STAKES. The Contractor shall furnish all stakes for the layout and construction of the work. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure. No staking will be provided by the Engineer. The Contractor's layout for paint markings shall be done at the direction of an on-site California licensed professional land surveyor.

No separate measurement and payment will be made for establishing and maintaining construction layout stakes required under this Contract. The cost for this construction layout staking shall be considered to be included in the various contract prices for which construction layout staking is required.
14. TEMPORARY ELECTRIC POWER. The Contractor shall make his own arrangements for electric power for use during construction. The Contractor shall compensate the Owner at Owner determined rates for any use of Owner power.
15. SANITARY FACILITIES. The Contractor shall provide and maintain sanitary facilities for his employees and his subcontractor's employees that will comply with the regulations of the local and state departments of health and as directed by the Engineer.
16. WATER & WATERING. The Contractor shall furnish and apply water required in the compaction of embankments, subgrades, subbases, base courses, dust control, and for other purposes in accordance with the requirements of these specifications or as directed by the Engineer. Water, when required, shall be applied at the locations, in the amounts, and during the hours as directed by the Engineer. The Contractor shall make all arrangements and shall bear all expenses for furnishing of water supply including adequate equipment of ample capacity to ensure uniform application of water in the amounts directed by the Engineer.

The performance of this item, including provision of all water, shall be considered incidental to the other contract items and, therefore, no direct payment for water shall be made.

17. HAUL ROUTES, ROUTE MAINTENANCE, AND DUST CONTROL. Construction equipment shall follow the routes if shown on the plans unless the Engineer approves other routes.

The Contractor shall perform all necessary maintenance of routes during construction and shall perform all work as necessary to restore the routes used by his equipment to their original condition at the conclusion of construction. Damage to existing paved and unpaved areas shall be repaired promptly and to the sole satisfaction of the Engineer. Pavement damage repairs shall include milling, compaction and repaving as directed by the Engineer. The Contractor is hereby notified that heavy truck usage of the airport pavements and roads likely will result in the requirement for repairs. Such repairs shall be at no cost to the Owner.

Dust control methods and means shall be designed and implemented by the Contractor to assure that dust from the project and support areas shall not spread to adjacent on airport tenants and parking areas or to off-airport properties. The economic value of damage to aircraft and aircraft maintenance facilities and activities can occur even by light dusting, which may result in claims and civil litigation. Haul routes shall be sprinkled with water as necessary to prevent dust diffusion during the course of the work.

All maintenance and restoration work shall be completed to the Engineer's satisfaction before final payment is awarded.

18. WORK IN AIR OPERATIONS AREAS. Employee vehicle parking is confined to the Contractor's area shown on the plans. This project requires work in and adjacent to aircraft operations areas. When the Contractor enters air operations areas the following apply:

The Contractor shall provide a knowledgeable flag person with aviation radio to prevent vehicle incursions and access to operations areas including crossings of runways and taxiways.

FAA-approved orange and white checkered flags shall be provided by the Contractor on all vehicles. No vehicles are allowed within 25 feet of a parked aircraft or within 40 feet of a moving aircraft.

Workmen on foot shall remain at least 150 feet back from the edge of an operational runway, unless cleared through a radio operator who then maintains a watch over the operation. Workmen on or within 50 feet of an active runway or taxiway shall wear orange safety vests at all times.

In the event of an emergency, men and equipment shall be moved immediately at the direction of the Engineer.

Normally, work will not be permitted in the air operations area between the hours 2000 to 0600. If an emergency situation requires work during these hours, the Contractor shall notify the Engineer as far in advance as possible and obtain clearance from him before proceeding to work. During night operations, each vehicle shall be equipped with an omni-directional amber flashing light mounted on the roof of the cab. Headlights, taillights and flashers shall be used for all activities during these hours.

19. HAZARD LIGHTING OF CONSTRUCTION AREAS. In the area of construction as shown on the plans and in accordance with the construction schedule, the Contractor shall outline access routes to the construction area and the construction area itself by the use of suitable lighted barricades.

Construction equipment that extends 15 feet or more above ground level shall be cleared through the Engineer and shall be lighted at night in an approved manner and/or lowered to height of adjacent structural surroundings at the discretion of the Engineer.

20. **CLEANUP DURING THE WORK.** The Contractor shall at all times during the work keep the premises clean and orderly. He shall promptly remove all waste materials and rubbish. All directions from the Engineer and other authorized public officials having jurisdiction over health and safety shall be obeyed.

Whenever the Contractor is hauling material or debris on or across roadways, auto parking, aircraft aprons, taxiways, or runways, he shall take all necessary precautions to prevent any spillage or dropping of material or debris from his haul vehicles. If and when such spills occur, the Contractor shall be especially diligent in promptly cleaning them up. It is emphasized that even the smallest spills of rock or debris may be hazardous to automobiles and aircraft until cleaned up.

21. **SITE RESTORATION AND CLEANUP.** Upon completion of the project, all areas used by the Contractor in connection with the work shall be properly cleared of all temporary structures, rubbish, and waste materials and the areas shall be properly graded to drain and blend in with the abutting property. Any waste area obtained by the Contractor for deposit of waste materials shall be finished to properly drain and blend with the surrounding terrain.

22. **CONTRACTOR PERFORMANCE AND COOPERATION.** The Owner relies on prompt and efficient execution of the project and closeout of the contract. Contractor non-responsiveness or mismanagement that results in delay to the Engineer adversely impacts the Owner's ability to perform compliance inspections, complete the project accounting and finish the project. The Contractor will be deemed non-responsive or un-cooperative in the event the Contractor does not furnish (1) daily receipts for delivered materials (where applicable such as aggregate base and asphaltic concrete), (2) prompt progress and final payment requests, (3) prompt Contractor test results for quality control, (4) complete and accurate "as-built" markup drawings for the completed work.

The Engineer shall not allow payment for materials delivered without an applicable load receipt submitted to the Engineer on the day of delivery. The Contractor shall have 14 calendar days from completion of the final punch list work to submit "as-built" markups and the final payment request.

Delays to the Engineer due to the Engineer's determination of non-responsiveness by the Contractor shall be back charged against monies due the Contractor at the rate of \$2,000 per engineer day. Such charges are in addition to liquidated damages.

END OF SPECIAL PROVISIONS

Attachment "B"

RESPONSE TO REQUEST FOR BID

Granite Construction

RUNWAY PAVEMENT REHABILITATION PROJECT
LONE PINE / DEATH VALLEY AIRPORT
AIP PROJECT NO. 3-06-0126-13-2018 DESIGN
AIP PROJECT NO. 3-06-0126-14-2019 CONSTRUCTION
COUNTY PROJECT NO. TR-19-004
BID FORM ADDENDUM # 1

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	CONTRACTOR BID	
				UNIT PRICE	ITEM TOTAL
SCHEDULE A: AIRFIELD PAVEMENT REHABILITATION					
1	Mobilization (M-105) (5% Max of This Schedule)	1	LS	90,000 ⁻	\$ 90,000 ⁻
2	Contractor Quality Control Program (C-100)	1	LS	100,000 ⁻	\$ 100,000 ⁻
3	Culvert Removal & Replacement Station 10+19 (D-701)	1	LS	38,000 ⁻	\$ 38,000 ⁻
4	Culvert Removal & Replacement Station 20+13 (D-701)	1	LS	38,000 ⁻	\$ 38,000 ⁻
5	Culvert Removal & Replacement Station 24+64 (D-701)	1	LS	38,000 ⁻	\$ 38,000 ⁻
6	Culvert Removal & Replacement Station 28+42 (D-701)	1	LS	38,000 ⁻	\$ 38,000 ⁻
7	Culvert Removal and Replacement With Twin Parallel 15" Class V RCP With 6" Lateral Separation at Station 33+61 (D-701)	1	LS	54,000 ⁻	\$ 54,000 ⁻
8	FDR Existing Pavement (P-207)	26,620	SY	10 ⁰⁰	\$ 266,200 ⁻
9	5% Cement for FDR Processing (P-207)	550	TON	200 ⁰⁰	\$ 110,000 ⁻
10	0.25' Plant Mix Bituminous Pavement (P-403)	4,800	TON	200 ⁰⁰	\$ 960,000 ⁻
11	Shoulder Grading Pavement Edge To Lights (10' +/-) with Native Material 95% (P-152)	9,400	SY	5 ⁰⁰	\$ 47,000 ⁻
12	Airfield White Pavement Marking With Beads (P-620)	11,250	SF	2 ⁵⁰	\$ 28,125 ⁻
13	Airfield Yellow Pavement Marking With Beads (P-620)	30	SF	2 ⁵⁰	\$ 75 ⁻
14	Airfield Black Pavement Marking With No Beads (P-620)	3,800	SF	2 ⁵⁰	\$ 9,500 ⁻
TOTAL SCHEDULE A: AIRFIELD PAVEMENT REHABILITATION					\$ 1,816,900⁻

Attachment "C"

INSURANCE PROVISIONS

SECTION 1. INSURANCE, DEFENSE, AND INDEMNIFICATION.

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 that 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. The cost of such insurance shall be included in the Contractor's Bid.

1.01 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, property damage, and personal and advertising injury, with no exclusion for work performed at airport, with limits no less than **\$10,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If CGL policy has exclusion/s for work performed at airport, then a separate airport liability policy must also be maintained with the same limits and specifications stated in this paragraph.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design-Build or Construction Management), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractor's Pollution Legal Liability** with limits no less than \$2,000,000 per occurrence or claim.

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

1.02 SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim

administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

1.03 OTHER INSURANCE PROVISIONS

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

1. **Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

1.04 BUILDER'S RISK (COURSE OF CONSTRUCTION) INSURANCE

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

1.05 CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

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.

1.06 ACCEPTABILITY OF INSURERS

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

1.07 WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors.

1.08 VERIFICATION OF COVERAGE

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

1.09 SUBCONTRACTOR

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

1.10 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.

1.11 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.

1.12 DEFENSE AND INDEMNIFICATION

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 attorney's 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.

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.

1.13 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE

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



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Debbe Ditmar

SUBJECT:

Award contract for Liquefied Propane Services for designated County facilities to Hunt Propane of Bishop, CA for the period of October 1, 2019 through June 30, 2022

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Hunt Propane of Bishop, CA for the provision of Liquefied Propane Gas for designated County facilities in an amount not to exceed \$608,190 for the period of October 1, 2019 through June 30, 2022, contingent upon available funding and the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On August 7, 2019 bids were received to supply liquefied propane to designated County facilities which includes appliance service and maintenance, fuel supply and delivery, tank installation and removal. These bids were based on an estimated yearly usage total per facility.

Three (3) companies submitted bids:

Hunt Propane of Bishop, CA \$.40 per gallon

AmeriGas of Bishop, CA \$.445 per gallon

Eastern Sierra Propane of Bishop, CA \$.586 per gallon

The contract total is the fixed bid price added to a higher estimated base rack price to reflect the propane price fluctuation each month, as reported in the Propane Weekly Newsletter-Targa San Francisco. Hunt Propane came in as the lowest bid price per gallon therefore, the Public Works Department recommends your Board award the bid for Propane Services to Hunt Propane of Bishop, CA,

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The alternative to the above recommendation is for your Board to not approve this contract and discontinue providing propane to our facilities at the lower contract price. This is not recommended as most of our County facilities rely on propane to heat their interior spaces. At the lower contract price, this contract is in the best interest of the County for our propane supply needs.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel for approval of the contract.
The Auditor's Office for processing of payments.
Risk Management for insurance requirements.
Public Works Building and Maintenance for accounts payable and contract oversight.

FINANCING:

This will be a budgeted General Fund expenditure through Maintenance-Building and Grounds budget 011100 object code 5351 Utilities, and has been included in the FY 19/20 budget.

ATTACHMENTS:

1. Hunt Propane Contract
2. Bid Tabulation

APPROVALS:

Debbe Ditmar	Created/Initiated - 8/21/2019
Darcy Ellis	Approved - 8/21/2019
Debbe Ditmar	Approved - 8/26/2019
Breanne Nelums	Approved - 8/26/2019
Michael Errante	Approved - 8/26/2019
Sue Dishion	Approved - 8/26/2019
Amy Shepherd	Approved - 8/28/2019
Marshall Rudolph	Approved - 9/4/2019
Michael Errante	Final Approval - 9/4/2019

AGREEMENT BETWEEN COUNTY OF INYO
AND HUNT PROPANE
FOR THE PROVISION OF LIQUIFIED PROPANE **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the LIQUIFIED PROPANE services of HUNT PROPANE of BISHOP, CALIFORNIA (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 MICHAEL ERRANTE, whose title is: DIRECTOR OF PUBLIC WORKS. 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 OCTOBER 1, 2019 to JUNE 30, 2022 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 \$608,190 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>PUBLIC WORKS DEPARTMENT</u>	Department
<u>PO DRAWER Q</u>	Street
<u>INDEPENDENCE, CALIFORNIA 93526</u>	City and State

Contractor:	
<u>HUNT PROPANE</u>	Name
<u>375 A JOE SMITH ROAD</u>	Street
<u>BISHOP, CALIFORNIA 93514</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.

////

////

AGREEMENT BETWEEN COUNTY OF INYO

AND _____ HUNT PROPANE _____

FOR THE PROVISION OF _____ LIQUIFIED PROPANE SERVICES _____ **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

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND HUNT PROPANE
FOR THE PROVISION OF LIQUIFIED PROPANE SERVICES **SERVICES**

TERM:

FROM: OCTOBER 1, 2019 **TO:** JUNE 30, 2022

SCOPE OF WORK:

SELLER SHALL SUPPLY LIQUIFIED PROPANE GAS AS NEEDED AT THE LOCATIONS LISTED IN THE FOLLOWING PAGES.

COUNTY OWNED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
1	25000	Courthouse/ Annex Tanks 168 N. Edwards Street Independence, CA	(2) 1150 Gallon
2	2900	Eastern Sierra Museum 155 N. Grant Street Independence, CA	500 Gallon
3	800	Search & Rescue 475 Airport Road Bishop Airport	500 Gallon
4	1000	Millpond Shop Sawmill Road Bishop, CA	250 Gallon
5	25000	Jail Facility 550 S. Clay Street Independence, CA	(4) 1000 Gallon
6	500	Big Pine Care Center Pump House County Road Big Pine, CA	1150 Gallon
7	3000	Bishop Library 208 Academy Street Bishop, CA	500 Gallon

VENDOR OWNED TANKS

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
8	2500	Independence Legion Hall 205 S. Edwards Street Independence, CA	250 Gallon
9	15000	Juvenile Detention Facility 201 Mazourka Street Independence, CA	1000 Gallon
10	1100	Building & Maintenance Shop 190 Jackson Street Independence, CA	250 Gallon
11	200	Big Pine Transfer Station Transfer Station Road Big Pine, CA	500 Gallon
12	2500	District 3 Road Yard 750 S. Clay Street Independence, CA	288 Gallon 1000 Gallon
13	4000	Statham Hall-LP Senior 138 N. Jackson Street Lone Pine, CA	1000 Gallon
14	1500	Diaz Lake Shop Hwy 395 Lone Pine, CA	288 Gallon
15	Total Airport Usage 4000	Bishop Airport Airport Road Bishop, CA For a total of 2 tanks a. Pump House b. Terminal Bldg, & Restaurant (2 meters)	172 Gallon 150 Gallon
16	1000	Bishop Senior Center 506 Park Avenue Bishop, CA	288 Gallon
17	1000	Agriculture Building 218 Wye Road Bishop, CA	500 Gallon
18	1000	Bishop Road Shop 701 S. Main Street Bishop, CA	500 Gallon

LOCATION NUMBER	ESTIMATED QUANTITY GALLONS/YEAR	LOCATION ADDRESS	TANK SIZE
19	1000	Bishop Road Yard 3236 W. Line Street Bishop, CA	320 Gallon
20	2500	Bishop Landfill Sunland Res Road Bishop, CA	500 Gallon
21	2400	Big Pine Town Hall 150 Dewey Street Big Pine, CA	500 Gallon
22	900	Animal Shelter 2573 County Road Big Pine, CA	500 Gallon
23	285	Big Pine Road Yard 150 Dewey Street Big Pine, CA	172 Gallon
24	1000	Lone Pine Landfill Substation Road Lone Pine, CA	150 Gallon
25	600	Bishop Probation 912-914 N. Main Street Bishop, CA	500 Gallon
26	1200	Bishop Wellness Center 586 Central Street Bishop, CA	250 Gallon
27	3500	Progress House 536 N. Second Street Bishop, CA	288 Gallon
28	4000	Lone Pine HHS 380 Mt. Whitney Lone Pine, CA	250 Gallon
29	850	Lone Pine/ Death Valley Airport 1452 S. Main Street Lone Pine, CA	172 Gallon

ATTACHMENT A

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND HUNT PROPANE

FOR THE PROVISION OF LIQUIFIED PROPANE SERVICES **SERVICES**

TERM:

FROM: OCTOBER 1, 2019 **TO:** JUNE 30, 2022

SCHEDULE OF FEES:

SELLER SHALL SELL LIQUIFIED PROPANE GAS AT THE LOCATIONS LISTED IN ATTACHMENT A: *SCOPE OF WORK*, AT THE CONTRACT PRICE PER GALLON, WHICH IS DEFINED IN SECTION 11: *PRICING DEFINITIONS* AS THE SUM OF:

- A) THE BASE PRICE - TO BE DETERMINED WEEKLY BY THE SAN FRANCISCO TARGA INDEX PRICE, PUBLISHED IN THE WEEKLY PROPANE NEWSLETTER
- B) THE BID PRICE - \$0.40

APPLICABLE TAXES AND FEES SHALL BE ADDED TO THE SUBTOTAL PRICE.

OTHER COSTS ASSOCIATED WITH THIS CONTRACT ARE SHOWN IN THE ATTACHED BID PACKAGE SECTION 12: OTHER CONTRACT COSTS.

12. OTHER CONTRACT COSTS

- a) Seller will provide service, including maintenance and repair of appliances utilizing Liquefied Propane Gas at the locations set forth in Section 13 at the following rates:

Servicing of County owned appliances: \$ 80.⁰⁰ (Labor only/per hour);

Servicing of County rental appliances: \$ 80.⁰⁰ (Labor only/per hour);

Any parts necessary to repair and maintain such appliances will be paid for by the County at Seller's ACTUAL COST.

- b) Tank installation/removal \$ 0 per tank.

Tank rental \$ 0 per tank/ per month

- c) Providing BPN Weekly Propane Newsletter for price per gallon rate \$ 0 per year.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND

HUNT PROPANE

FOR THE PROVISION OF

LIQUIFIED PROPANE SERVICES

SERVICES

TERM:

FROM: OCTOBER 1, 2019

TO: JUNE 30, 2022

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. Liquified Propane Gas

Bid Opening Date: 8/16/19 Location: County Admin Center

	BIDDER NAME	Base Bid Total Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Eastern Sierra Propane	\$142,864.56 *	\$64,597.71				
2.	Amerigas	\$49,054.58					
3.	Hunt Propane	\$60,080.00 **	\$44,004.00				
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Darcy Ellis

Present: Ashley Helms
Debbe Ditmar



* used "contract price" instead of "bid price".

** calculation error



County of Inyo



Public Works - Building & Safety

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Travis Dean

SUBJECT: Resolution and Notice of Completion for the Jail Water Heater Re-Pipe Project.

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-40, titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Recording of a Notice of Completion for the Jail Water Heater Re-Pipe Project," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Mesa Energy Systems, Inc., recently completed work on the Jail Water Heater Re-Pipe Project. On August 14, 2019, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director. The final construction contract amount (not including construction engineering/inspection) is \$137,999.46.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

The Jail Water Heater Re-Pipe Project was part of the '18/'19 fiscal year deferred maintenance budget. \$160,000 was the budgeted amount.

At the March 26th, 2019 meeting of the Board of Supervisors, your Board awarded the construction contract for the Jail Water Heater Re-Pipe Project to Mesa Energy Systems, Inc. of Bakersfield, California in the amount of \$139,800.00.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

OTHER AGENCY INVOLVEMENT:

County Counsel

Auditor

FINANCING:

This project is funded by the Deferred Maintenance Budget 011501, object code 5191 Maintenance of Structures. The Jail Water Heater Re-Pipe Project was part of the '18/'19 fiscal year deferred maintenance budget. \$160,000 was the budgeted amount.

At the March 26th, 2019 meeting of the Board of Supervisors, your Board awarded the construction contract for the Jail Water Heater Re-Pipe Project to Mesa Energy Systems, Inc. of Bakersfield, California in the amount of \$139,800.00.

ATTACHMENTS:

1. Notice of Completion and Resolution

APPROVALS:

Travis Dean	Created/Initiated - 8/15/2019
Darcy Ellis	Approved - 8/15/2019
Travis Dean	Approved - 8/15/2019
Breanne Nelums	Approved - 8/16/2019
Michael Errante	Approved - 8/16/2019
Amy Shepherd	Approved - 8/16/2019
Marshall Rudolph	Approved - 8/16/2019
Michael Errante	Final Approval - 8/16/2019

RESOLUTION #2019 -

**“A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
JAIL WATER HEATER RE-PIPE PROJECT”**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Jail Water Heater Re-Pipe Project has been completed by Mesa Energy Systems, Inc. in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Jail Water Heater Re-Pipe Project.

Passed, approved and adopted this _____ day of _____, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rick Pucci, Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Jail Water Heater Re-Pipe Project on the property hereinafter described was completed on August 14, 2019 and was accepted by the Board of Supervisors, County of Inyo on _____.
2. The property on which the Jail Water Heater Re-Pipe Project has been completed and is located on is at 550 South Clay Street, Independence, CA 93526.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located at 550 South Clay Street, Independence, CA 93526.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted _____, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Jail Water Heater Re-Pipe Project, pursuant to contract with the County, is Mesa Energy Systems, Inc.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Jail Water Heater Re-Pipe Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Trevor Taylor

SUBJECT: Sole Source Declaration for Rawson Canal Culvert Replacement Project

RECOMMENDED ACTION:

Request Board: A) declare 711 Materials, Inc. of Bishop, CA a sole-source provider of ready-mixed controlled low strength material (CLSM); and B) authorize the issuance of a purchase order in an amount not to exceed \$15,000.00, payable to 711 Materials, Inc. of Bishop, CA for approximately 100 cubic yards of CLSM.

SUMMARY/JUSTIFICATION:

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. The first stage of this process involves the installation of the new culvert before the canal can be diverted and the existing culvert can be removed. CLSM is needed for backfilling the trench once the new culvert is in place.

The Road Department believes that it is in the best interest of the County to declare 711 Materials, Inc. a sole source provider for needed CLSM in accordance with Section III. Part E of the Inyo County Procurement Manual. Given the close proximity (1.5 miles) of the work to 711 Materials' Bishop plant location and the lack of another Inyo County based supplier, the time needed to fully comply with the competitive process would significantly slow down the procurement of the needed material without any savings benefits from soliciting competitive bids. The next closest supplier of CLSM is in Ridgecrest.

The Road Department solicited a quote from 711 Materials, Inc. for the provision of approximately 100 cubic yards of CLSM. The estimated total cost for 711 Materials to provide the needed material is \$12,606.75. Factors such as truck holding time and short load fees may increase the actual costs and cannot be determined until the work has been performed. In order to account for uncontrollable circumstances that may trigger the additional costs, the Road Department is requesting that the issuance of a purchase order for an amount not to exceed \$15,000.00 be authorized.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 9th, 2019, the Board approved the purchase of 120 linear feet of corrugated metal pipe and associated hardware from Western Nevada Supply of Bishop, CA in an amount not to exceed \$11,278.90. The pipe is to serve as the replacement culvert and has been on hand awaiting the start of construction.

On August 6th, 2019, the Board approved the closure of a portion of Poleta Road from September 3rd through October 31st, 2019 in anticipation of upcoming construction for the installation of the new culvert.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to deny this sole source request, and request that the Road Department advertise a formal bid for the procurement of the needed material. This is not recommended, as conformance with the full competitive process will cost the County more to carry out and will likely not result in any savings on the material. The road closure for this project has already been approved and timely procurement of the material needed for construction is a priority.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

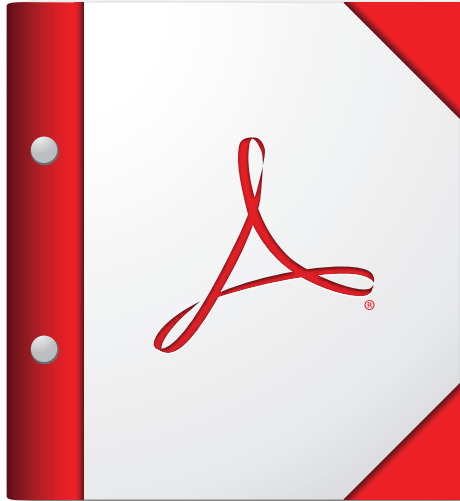
The funding for the slurry will be paid out of the Road Department Budget 034600, Object Code 5309 Road Materials.

ATTACHMENTS:

1. RE_ Inyo County Quote
2. 711 Quote

APPROVALS:

Trevor Taylor	Created/Initiated - 8/19/2019
Darcy Ellis	Approved - 8/19/2019
Trevor Taylor	Approved - 8/19/2019
Breanne Nelums	Approved - 8/19/2019
Chris Cash	Approved - 8/20/2019
Marshall Rudolph	Approved - 8/27/2019
Trevor Taylor	Approved - 8/27/2019
Amy Shepherd	Approved - 8/28/2019
Michael Errante	Final Approval - 8/28/2019



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)



www.711materials.com

Modesto*Oakdale*Stockton*Clements
Bishop*Mammoth*Waterford*Chico*Jenny Lind

MATERIALS QUOTE / AGREEMENT

Bid Date:	August 17, 2019	Quote/Rev	12218/ 000
Customer:	Inyo Co. Public Works	Att:	Trevor Taylor
Address:	P.O. Drawer Q		
Phone:		Fax:	
Job:	RAWSON CANAL- BISHOP	DIR#	
Location:	RAWSON CANAL - BISHOP	Escalation:	\$5.00 12/31/2019

Item Description	Est Qty	Uom Desc	Price
2.0 SK Sand Slurry	100	Cu-yd	\$115.00
Enviro Fee		Per Load	\$20.00

~Above pricing includes prevailing wage reporting

Value Added Solutions	Usage	UOM	Price
SM			
SM			
SM			
<ul style="list-style-type: none"> ❖ Severe sulfate resistant concrete: .45 w/c ratio Type V Cement- mixes and pricing available on request. ❖ Wash out: Purchaser shall be solely responsible to furnish and maintain an adequate accessible area for ready mix trucks to comply with law. ❖ 711 Materials can provide a washout system at a cost of \$20.00 per truck but washout area must be provided by customer for washed aggregate. ❖ Color concrete is supplied by EUCLID. Not all color brands will match exactly please consult your 711 Materials rep. ❖ 711 Materials does not guarantee to matching existing colors or natural concrete. Allow 7-10 days for special color orders. 			
After Hours and Holiday Plant Opening Fee:			\$
Short Load Fee:1-3 yds. \$200.00 per load	3¹/₄-5 yds. \$125.00	5¹/₄-7 yds. \$75.00	
Due to the state of California's environmental policies, we have been forced into implementing a \$20.00 environmental fee per load as of 2017.			
Unloading Time Allowed = 5min yd3. Excess time is \$1.50 per minute.			
❖ Loads after 3:00 pm	Per Truck Charge		

Note: *This proposal may be withdrawn if not accepted within 30 days*

- Prices are based on normal operating hours.
- Our concrete batch plant scales are certified by California State Weights and Measures.
- Mixes qualified with 711 Materials available data. Additional testing paid for by the contractor.
- Please include tax on all materials and pricing
- Mix qualification is based upon historical data from the same or from similar mix designs using available, local aggregate. Additional testing when necessary shall be the responsibility of the owner or the general contractor.

Sales Representative: **Judy Kelly** Phone: **209-380-9893** Email: **judy.kelly@711materials.com**

If at any time the Buyer sends Seller any purchase order, Buyer acknowledges and agrees that the purchase order serve to document type and quantity of materials requested by Buyer. If the purchase order includes terms and conditions which are inconsistent with, different from, or addition to the terms of the 711 Materials credit application of this quote all terms and conditions are objected and rejected by Seller and shall not be considered to be part of any contract agreement between the Buyer and Seller. The terms of this quote should govern unless otherwise agreed to in writing.

Preliminary notice information required on all jobs over \$500.00
Prices quoted are Monday thru Friday.

Dispatch Office: (209)943-4730	711 Materials, Inc. Stockton-2714 Stagecoach Rd * Modesto-1601 Culpepper Rd Clements-17300 E. Jahant Rd.* Oakdale-1375 Post Rd * Bishop- 906 E. Line St	711 Materials, Inc. Central Sales Office: 209-943-4730
--------------------------------	---	---

"Prices quoted are predicated upon an eight-hour day by our plant. 711 Materials shall provide all raw materials to produce the above finished products. Quoted prices do not include the cost of mix designs and testing unless noted. Quoted prices are F.O.B. the plant unless noted, except Portland cement concrete prices are delivered."

711 Materials agrees to produce material that will meet written contract specifications supplied by contractor prior to bid.

No other back charges claims or deductions by contractor against 711 Materials will be permitted.

All quotes are subject to the following **Force Majeure** Conditions:

Any prevention, non-performance or stoppage due to any of the following reasons may cause a delay in the production and/or load-out of some materials: failure of power, increases in prices, and/or supplies of raw materials and/or services (such as trucking) outside the control of 711 Materials, governmental restrictions, acts of God or other causes beyond 711 Materials reasonable control.

Retention by contractor of monies due 711 Materials will not be permitted. 711 Materials terms are net 30 days from date of invoice or as otherwise agreed to by 711 Materials.

This agreement must be signed and dated by contractor's authorized representative and returned to 711 Materials prior to any production of material for stated work.

Seller does not waive any penalties provided for in Sec.7108.5 of the Bus. And Prof. Code and related sections.

Lead-time begins from the date of return of approved submittals or written customer authorization.

Prices quoted on complete project. Partial projects could be at higher rate.

All prices are confidential; any breach of confidentiality will void all current quotations.

This agreement requires compliance with the requirements of the Public Works Chapter of the Labor Code AB 219 Sign below to certify whether this job is a public works or not.

JOB # _____	COVERED UNDER LAW AB 219	INITIAL HERE _____
JOB # _____	IS NOT COVERED UNDER LAW AB 219	INITIAL HERE _____

<p>711 Materials, Inc. assumes no responsibility for concrete temperatures.</p> <p>711 Materials, Inc. assumes no responsibility for pumpability (Check with your pumping company)</p> <p>711 Materials, Inc. assumes no responsibility for frozen concrete. Check ACI guidelines for altitude\geographic location,</p> <p>for proper water\cement ratio and air entrainment</p> <p>711 Materials, Inc. must be provided as wash out area. If reclaimers are used add \$20.00 per load.</p>

Accepted by: _____ Date: _____

Printed Name: _____ Company Name: _____

Note: This proposal may be withdrawn if not accepted within 30 days
12218 000

Dispatch Office: (209)943-4730	711 Materials, Inc. <i>Stockton-2714 Stagecoach Rd * Modesto-1601 Culpepper Rd Clements-17300 E. Jahant Rd.* Oakdale-1375 Post Rd * Bishop- 906 E. Line St</i>	711 Materials, Inc. Central Sales Office: 209-943-4730
--------------------------------	--	---



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Jacob Trauscht

SUBJECT: Award and Approval of the construction contract for the Onion Valley Road Storm Damage Repair Project

RECOMMENDED ACTION:

Request Board: A) award the contract for the Onion Valley Road Storm Damage Project to Spiess Construction Co., Inc of Santa Maria, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Spiess Construction Co., Inc of Santa Maria, CA in the amount of \$522,350.00, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

SUMMARY/JUSTIFICATION:

At the August 6th, 2019 meeting of the Board of Supervisors, the Board approved plans and specifications for the Onion Valley Storm Damage Repair Project (Project), and authorized the Public Works Director to advertise the project for bids. This project is to repair damage caused during the Spring 2017 runoff (the 'Here it Comes' Emergency), and 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 April 2020 following a request to the Office of Emergency Services by Inyo County Public Works.

Repairs on Onion Valley Road includes reconstruction of approximately 500 feet of the road including replacement of under-drain infrastructure, reconstruction of the roadway and ditches, and removal of debris in existing drainage facilities (i.e. culverts, ditches, and drain pipe).

On Wednesday, August 28th, 2019, bids were opened for the Onion Valley Storm Damage Repair Project. Two (2) bids were received:

Spiess Construction Co. Inc: \$522,350.00

Bowman Asphalt, Inc: \$957,321.00

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the construction contract for the Project to Spiess Construction Co., Inc., and to go to bid a second time.

OTHER AGENCY INVOLVEMENT:

FINANCING:

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

ATTACHMENTS:

1. Onion Valley Bid Tab
2. Spiess_Contract

APPROVALS:

Jacob Trauscht	Created/Initiated - 8/30/2019
Darcy Ellis	Approved - 8/30/2019
Jacob Trauscht	Approved - 8/30/2019
Breanne Nelums	Approved - 8/30/2019
Michael Errante	Approved - 9/4/2019
Marshall Rudolph	Approved - 9/5/2019
Amy Shepherd	Approved - 9/5/2019
Michael Errante	Final Approval - 9/5/2019

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Onion Valley Road Storm Damage Repair Project - No. TR-17-038

Bid Opening Date: August 28, 2019

Location: County Admin Center

	BIDDER NAME	Total Bid	Bond
1.	Spiess Construction	\$ 522,350. ⁰⁰	✓
2.	Bowman Asphalt, Inc.	\$ 957,321. ⁰⁰	✓
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Opened By: Darcy Ellis

Present: Darcy Ellis
Chris Cash
Jacob Trauscht

Ashley Helms
David Uusieie
Britney Gonzalez
Monica Tinku



**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

(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, 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**



County of Inyo



County Administrator - Recycling & Waste Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Cap Aubrey

SUBJECT: Authorize Recycling Waste Management to purchase a Mechanic Service Truck

RECOMMENDED ACTION:

Request Board waive the Purchasing Policy requirement to obtain three bids and choose a vendor before seeking Board approval for purchase of a vehicle over \$10,000, and authorize the purchase of a used mechanic service truck from a vendor to be determined by the Assistant County Administrator for the use within the Recycling and Waste Management Program in an amount not to exceed \$75,000.00 including tax and delivery.

SUMMARY/JUSTIFICATION:

Due to the nature of the used truck market, and in an effort to save Inyo County time and money, Inyo County Recycling and Waste Management is requesting that the purchase of the used mechanic service truck be exempt from the same requirements for purchasing a new mechanic service truck. The used truck market does not allow the time to get quotes or bids plus obtain Board approval before the truck would most likely be purchased by someone else; therefore, having to start the search all over again. The cost of a new mechanic service truck is just over \$100,000. The average cost of the same classification used truck, fully equipped and purchased from a reputable dealer is around \$60,000, saving the county approximately \$40,000.

Inyo County Recycling and Waste Management is in immediate need of replacing our mechanic service truck. The current mechanic service truck our department uses does not have the adequate space for the tools and equipment that is needed to be in the truck when servicing and repairing equipment. The replacement truck will have a larger service bed with adequate space to fit all tools and equipment necessary to complete our tasks. Changing and or repairing tires on large equipment is an ongoing job at our landfills, we have to load the tires with another piece of equipment into the current service truck, which entails two people and an additional piece of equipment. The replacement truck will be fitted with a bed mounted crane to load and unload large tires and other heavy parts without the additional use of other personnel or additional equipment. The replacement truck will also have a heavier Gross Vehicle Weight Rating (GVWR), which will allow the transport heavier tires and equipment without exceeding the legal weight limits. If your Board authorizes the replacement of the current truck, our department will still utilize the current truck as a light duty service truck for greasing, fueling and making minor repairs at the south county landfills, as this is needed due to the condition of the current service truck in Lone Pine that is beyond repair.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the purchase of a mechanic service truck; however, this is not recommended given the capacity and compliance of the current mechanic service truck.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The purchase cost of a mechanic service truck is included in the Fiscal Year 2019/2020 budget for Recycling and Waste Management, 045700, object code 5655.

ATTACHMENTS:

APPROVALS:

Teresa Elliott	Created/Initiated - 8/16/2019
Darcy Ellis	Approved - 8/16/2019
Teresa Elliott	Approved - 8/21/2019
Leslie Chapman	Approved - 8/22/2019
Amy Shepherd	Approved - 8/23/2019
Marshall Rudolph	Approved - 8/26/2019
Leslie Chapman	Final Approval - 8/28/2019



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Clint Quilter

SUBJECT: Adoption of the Fiscal Year 2019-2020 Final Board Approved Budget

RECOMMENDED ACTION:

Request Board: A) conduct a review and discussion of the Fiscal Year 2019-2020 Final Board Approved Budget, including but not limited to: 1) those changes to the CAO Recommended Budget that were directed by the Board to be included in the Final Budget; and 2) any other changes which may be made as a result of today's discussion; B) adopt the Fiscal Year 2019-2020 as recommended by the County Administrator and as amended, and as directed on September 3, 2019; and C) approve Resolution No. 2019-41, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting the Final Budget for Fiscal Year 2019-2020."

SUMMARY/JUSTIFICATION:

On September 3, 2019, your Board closed Budget Hearings for Fiscal Year 2019-2020 and directed the County Administrator to make all necessary changes to compile the Final Board Approved Budget for Fiscal Year 2019-2020. Consequently, the County Budget document contains a countywide estimated revenue total of \$108,557,449 and \$112,418,392 in projected expenditures. The amount of the General Fund portion of the County Budget is \$61,103,806 in revenues, and \$66,100,836 in expenditures.

As directed during the Budget Hearings, this includes:

- adding \$30,000 to the Maintenance - Building & Grounds budget;
- making a \$250,000 contribution to the Parks Rehabilitation & Development Trust;
- making a \$817,030 contribution to the General Fund Balance Stabilization Trust;

On September 3, 2019, the Auditor-Controller certified Final Fund Balance for the year ending June 30, 2019 as \$4,997,030, which is \$1,097,030 more than was used to balance the Recommended Budget. The changes directed by your Board fully appropriate this unbudgeted portion of Fund Balance.

Fiscal Year 2019-2020 Recommended Board Approved Budget for the General Fund

The expenditure total in this recommended Final Board Approved Budget for the General Fund is \$66,100,836, which is \$1,097,030 higher than the CAO Recommended Budget. A summary of the General Fund is included as Attachment A. The increases in expenditures and revenues are due to the net effect of the following changes:

Actions Directed By Your Board or Recommended By Staff During Budget Hearings - General Fund

1. Increase expense in the General Revenues & Expenditures budget by \$1,067,030 to fund a \$250,000 contribution to the Parks Rehabilitation and Development Trust to fund future park improvements; and an \$817,030 contribution to the General Fund Balance Stabilization Trust.
2. Increase expenses in the Maintenance - Building & Grounds Budget by \$30,000 to hire a professional landscaping company to update the grounds in front of the historical Courthouse in Independence.

Actions Recommended By Staff After Budget Hearings - General Fund

Staff has no subsequent recommendations to change revenues and expenditures in the General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by or discussed during the Budget Hearings.

Fiscal Year Recommended Board Approved Budget For Other Funds

The expenditure total in this recommended Final Board Approved Budget for Other Funds is \$46,317,556, which is the CAO Recommended Budget. Revenues are \$47,453,643, which is \$1,067,030 higher than the CAO Recommended Budget. A summary of the Non-General Fund is included as Attachment B.

Actions Directed By Your Board Or Recommended By Staff During Budget Hearings - Non-General Fund

1. Increase Operating Transfers In into the Parks Rehabilitation and Development Trust by \$250,000.
2. Increase Operating Transfers In into the General Fund Balance Stabilization Trust by \$817,030.

Actions Recommended By Staff After Budget Hearings - Non-General Fund

Staff has no subsequent recommendations to change revenues and expenditures in the Non-General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during Budget Hearings.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board has the alternative to not approve the Budget for Fiscal Year 2019-2020, in whole or in part as recommended by the CAO and/or modify the Budget as presented and provide additional direction to staff.

OTHER AGENCY INVOLVEMENT:

The Fiscal Year 2019-2020 CAO Recommended Budget is currently based on direction provided by your Board and recommendations made by staff during the Budget Hearings, and developed with significant support from the Auditor-Controller, Personnel and Information Services staff, and all County departments.

FINANCING:

This item sets the Fiscal Year 2019-2020 countywide spending plan in a total amount of \$112,418,392. The General Fund portion totals \$66,100,836.

ATTACHMENTS:

1. 19-20 Budget Adoption RESOLUTION
2. Attachment A - General Fund Budget Report

3. Attachment B - Non-General Fund Budget Report

APPROVALS:

Denelle Carrington	Created/Initiated - 9/4/2019
Darcy Ellis	Approved - 9/4/2019
Denelle Carrington	Approved - 9/4/2019
Amy Shepherd	Approved - 9/4/2019
Clint Quilter	Final Approval - 9/4/2019

RESOLUTION No.

**A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2019-2020**

WHEREAS, the Government Code requires the County to conduct Budget Hearings prior to adopting a Final Budget; and

WHEREAS, the Government Code requires the Final Budget to be adopted no later than October 2nd of each fiscal year; and

WHEREAS, the Inyo County Board of Supervisors has conducted and concluded Budget Hearings on September 3, 2019, and has received input and recommendations and, at the conclusion of the Budget Hearings, directed the preparation of the Final Budget; and

WHEREAS, the Final Budget has been prepared in accordance with the Government Code and the Board of Supervisors' directions during Budget Hearings; and

WHEREAS, the Final Budget specifies all of the following: appropriations by objects of expenditure within each budget unit, except for capital assets that are appropriated at the subobject level pursuant to Government Section 29008; other financing uses by budget unit; Intrafund transfers by budget unit; transfers-out by fund; appropriations for contingencies, by fund; provisions for nonspendable, restricted, committed, and assigned fund balances, by fund and purpose; and the means of financing the budget requirements; and

WHEREAS, the Inyo County Board of Supervisors desires to approve the Final Budget as presented by the Budget Officer and the Auditor-Controller.

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Fiscal Year 2019-2020 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 10th day of September, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisors

*Attest: Clint G. Quilter
Clerk of the Board*

Darcy Ellis, Assistant Clerk to the Board

ATTACHMENT A

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019
 FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
FUND: 0001 GENERAL FUND								
REVENUES:								
4001	CURRENT SECURED TAXES	\$11,540,546	\$11,011,777	\$11,011,777	\$12,344,226	\$11,801,962	\$11,801,962	\$11,801,962
4004	CURRENT UNSECURED TAXES	\$1,197,700	\$1,034,770	\$1,034,770	\$1,150,564	\$800,000	\$800,000	\$800,000
4005	CURRENT UNSECURED AIRCRAFT TAX	\$29,151	\$28,900	\$28,900	\$39,462	\$28,900	\$28,900	\$28,900
4008	SB813 DISTRIBUTIONS	\$3,572	\$66,000	\$66,000	\$17,140	\$210,000	\$210,000	\$210,000
4021	PRIOR YEAR SECURED TAXES	\$68,106	\$110,000	\$110,000	\$113,522	\$110,000	\$110,000	\$110,000
4023	PRIOR YEAR UNSECURED TAXES	\$85,231	\$50,000	\$50,000	\$1,190	\$50,000	\$50,000	\$50,000
4041	PENALTIES ON DELINQUENT TAXES	\$7,582	\$150,000	\$150,000	\$164,096	\$150,000	\$150,000	\$150,000
4042	COSTS OF DELINQUENT COLLECTION	\$6,860	\$6,000	\$6,000	\$11,084	\$6,000	\$6,000	\$6,000
	TAXES - PROPERTY	\$12,938,750	\$12,457,447	\$12,457,447	\$13,841,287	\$13,156,862	\$13,156,862	\$13,156,862
4082	REAL PROPERTY TRANSFER TAX	\$94,235	\$71,000	\$71,000	\$110,206	\$71,000	\$85,000	\$85,000
4083	TRANSIENT OCCUPANCY TAX	\$3,280,153	\$2,482,500	\$3,082,500	\$4,042,335	\$3,100,000	\$3,100,000	\$3,100,000
	TAXES - OTHER	\$3,374,389	\$2,553,500	\$3,153,500	\$4,152,542	\$3,171,000	\$3,185,000	\$3,185,000
4062	SALES TAX	\$1,767,474	\$1,245,500	\$1,245,500	\$1,617,933	\$1,400,000	\$1,400,000	\$1,400,000
	TAXES - SALES	\$1,767,474	\$1,245,500	\$1,245,500	\$1,617,933	\$1,400,000	\$1,400,000	\$1,400,000
4101	ANIMAL LICENSES	\$30,721	\$29,000	\$29,000	\$29,291	\$30,000	\$30,000	\$30,000
4131	CONSTRUCTION PERMITS	\$398,830	\$245,000	\$245,700	\$456,858	\$250,000	\$250,000	\$250,000
4135	FEES FOR CONTINUING EDUCATION	\$6,825	\$3,700	\$3,200	\$2,216	\$3,700	\$3,700	\$3,700
4156	RECLAMATION PLAN FEES	\$11,250	\$13,500	\$13,500	\$8,050	\$11,520	\$11,520	\$11,520
4161	FRANCHISE FEES	\$245,179	\$185,064	\$185,064	\$230,879	\$185,064	\$185,064	\$185,064
4170	WELL PERMITS	\$9,836	\$8,000	\$12,000	\$17,783	\$12,000	\$12,000	\$12,000
4171	D H R PERMITS	\$637	\$605	\$605	\$677	\$605	\$605	\$605
4172	SEWER APPLICATIONS	\$4,402	\$4,200	\$3,200	\$2,158	\$2,000	\$2,000	\$2,000
4174	WELL & WATER SYSTEM PERMITS	\$42,092	\$46,330	\$46,330	\$0	\$47,247	\$47,247	\$47,247
4175	PERMITS TO OPERATE	\$1,160	\$1,000	\$1,175	\$1,205	\$1,000	\$1,000	\$1,000
4176	LICENSES	\$7,738	\$6,500	\$6,500	\$8,514	\$6,500	\$6,500	\$6,500
4177	GUN PERMITS	\$5,191	\$6,000	\$6,000	\$4,094	\$6,000	\$4,500	\$4,500
4178	FINGERPRINT PERMITS	\$15,540	\$15,000	\$15,000	\$11,343	\$13,000	\$13,000	\$13,000
4179	EXPLOSIVE PERMITS	\$14	\$50	\$50	\$4	\$20	\$20	\$20
4180	DEVICE REGISTRATION FEE	\$70,006	\$66,500	\$67,413	\$67,623	\$66,500	\$66,500	\$66,500
4182	SWIMMING POOL PERMITS	\$9,613	\$9,792	\$9,792	\$9,770	\$9,792	\$9,792	\$9,792

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
4183	FOOD ESTABLISHMENT PERMITS	\$46,091	\$46,460	\$46,460	\$38,776	\$46,460	\$46,460	\$46,460
4184	SEWAGE PUMP VEHICLE PERMIT	\$2,067	\$2,067	\$2,067	\$1,968	\$2,067	\$2,067	\$2,067
4186	DEVICE REPAIRMAN LICENSE	\$306	\$355	\$355	\$336	\$355	\$355	\$355
4187	NITRATE ANALYSES	\$846	\$1,072	\$1,475	\$1,987	\$0	\$0	\$0
	LICENSES & PERMITS	\$908,347	\$690,195	\$694,886	\$893,535	\$693,830	\$692,330	\$692,330
4211	CRIMINAL FINES	\$4,358	\$21,500	\$21,500	\$8,330	\$21,500	\$21,000	\$21,000
4212	ANIMAL FINES	\$5,630	\$5,000	\$5,000	\$6,820	\$6,000	\$6,000	\$6,000
4214	SUPERIOR COURT FINES	\$35,374	\$49,727	\$49,727	\$29,992	\$45,129	\$45,129	\$45,129
4215	JUSTICE COURT FINES	\$284,704	\$260,000	\$260,000	\$212,872	\$212,000	\$212,000	\$212,000
4220	LAW LIBRARY FINES	\$7,116	\$7,000	\$7,000	\$0	\$7,000	\$7,000	\$7,000
4224	COURT REALIGNMENT FINES	\$1,117,862	\$875,000	\$875,000	\$810,415	\$810,000	\$810,000	\$810,000
	FINES & FORFEITURES	\$1,455,046	\$1,218,227	\$1,218,227	\$1,068,430	\$1,101,629	\$1,101,129	\$1,101,129
4320	TECOPA COMMUNITY CENTER	\$0	\$0	\$31	\$30	\$0	\$0	\$0
4352	MILLPOND CONCESSIONS	\$13,461	\$11,000	\$12,271	\$14,771	\$12,500	\$12,500	\$12,500
	RENTS & LEASES	\$13,461	\$11,000	\$12,302	\$14,801	\$12,500	\$12,500	\$12,500
4301	INTEREST FROM TREASURY	\$541,390	\$275,000	\$275,000	\$892,862	\$500,000	\$500,000	\$500,000
4303	INTEREST ON TAX FUNDS	\$0	\$500	\$500	\$0	\$500	\$500	\$500
4311	RENTS	\$104,055	\$125,322	\$125,322	\$77,236	\$85,172	\$85,172	\$85,172
4312	LEASES	\$1,972	\$1,980	\$1,980	\$1,971	\$1,980	\$1,980	\$1,980
4316	STATHAM HALL RENT	\$554	\$500	\$1,072	\$1,565	\$500	\$500	\$500
4317	BIG PINE LEGION HALL RENT	\$566	\$450	\$402	\$336	\$450	\$450	\$450
4318	INDEPENDENCE LEGION HALL RENT	\$162	\$50	\$130	\$357	\$0	\$0	\$0
	REV USE OF MONEY & PROPERTY	\$648,701	\$403,802	\$404,406	\$974,330	\$588,602	\$588,602	\$588,602
4411	STATE MOTOR VEHICLE IN LIEU TX	\$1,024,951	\$1,688,807	\$1,688,807	\$1,593,831	\$1,728,876	\$1,728,876	\$1,728,876
4413	PROPERTY TAX IN LIEU OF VLF	\$2,203,228	\$2,203,228	\$2,203,228	\$2,362,431	\$2,415,847	\$2,415,847	\$2,415,847
4420	SOCIAL SERVICE REALIGNMENT	\$1,017,161	\$1,130,597	\$1,128,009	\$1,072,064	\$1,199,693	\$1,199,693	\$1,199,693
4421	STATE PUBLIC ASSIST ADMIN	\$2,518,888	\$2,510,041	\$2,510,041	\$2,158,809	\$2,693,893	\$2,693,893	\$2,693,893
4425	AID FAMILY DEPENDENT CHILDREN	\$303,363	\$525,000	\$423,155	\$332,640	\$350,000	\$350,000	\$350,000
4426	SSI / SSP	\$0	\$0	\$4,046	\$4,046	\$0	\$0	\$0
4427	FOSTER CARE	\$28,249	\$60,000	\$75,000	\$84,172	\$60,000	\$60,000	\$60,000
4430	HEALTH REALIGNMENT	\$499,019	\$102,390	\$98,987	\$59,816	\$121,933	\$121,933	\$121,933

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
4450	MENTAL HEALTH REALIGNMENT	\$1,020,161	\$1,020,161	\$1,020,161	\$1,020,161	\$1,120,161	\$1,120,161	\$1,120,161
4460	REALIGNMENT - 2011	\$1,120,302	\$2,521,970	\$2,521,970	\$888,201	\$2,571,934	\$2,571,934	\$2,571,934
4463	UNREFUNDED GAS TAX	\$68,165	\$69,000	\$94,358	\$94,358	\$110,000	\$110,000	\$110,000
4472	HOMEOWNERS PROPERTY TAX RELIEF	\$72,340	\$74,000	\$74,000	\$61,073	\$74,000	\$74,000	\$74,000
4473	STATE AID FOR VETERANS AFFAIRS	\$26,846	\$39,266	\$39,266	\$48,226	\$39,266	\$39,266	\$39,266
4475	OFF HIGHWAY VEHICLE	\$645	\$675	\$675	\$620	\$675	\$675	\$675
4483	STANDARDS & TRAIN FOR CORRECT	\$18,975	\$22,020	\$22,020	\$20,790	\$26,070	\$26,070	\$26,070
4485	STATE - PUBLIC SAFETY SERVICES	\$1,906,952	\$1,795,000	\$1,795,000	\$1,805,104	\$1,815,000	\$1,855,000	\$1,855,000
4486	AB443 - SHERIFF	\$321,219	\$376,654	\$376,654	\$301,490	\$432,614	\$478,418	\$478,418
4488	CITIZEN OPTION - PUBLIC SAFETY	\$120,588	\$138,212	\$146,212	\$134,261	\$165,100	\$165,100	\$165,100
4489	JUVENILE JUSTICE	\$40,220	\$53,067	\$53,067	\$65,913	\$53,067	\$53,067	\$53,067
4497	STATE MANDATE PROGRAMS	\$120,541	\$120,436	\$120,887	\$24,911	\$29,000	\$29,000	\$29,000
4498	STATE GRANTS	\$2,003,191	\$4,110,803	\$3,356,418	\$2,301,021	\$3,847,200	\$3,847,200	\$3,847,200
4499	STATE OTHER	\$504,649	\$977,160	\$1,017,818	\$588,547	\$1,246,587	\$1,246,587	\$1,246,587
4501	FEDERAL PUBLIC ASSISTANCE ADMN	\$1,875,137	\$1,821,000	\$1,821,000	\$1,873,695	\$1,921,000	\$1,921,000	\$1,921,000
4511	FEDERAL AID TO FAMILY W/ CHILD	\$195,835	\$175,000	\$275,000	\$374,105	\$350,000	\$350,000	\$350,000
4512	FEDERAL FOSTER CARE	\$151,327	\$253,000	\$236,391	\$138,777	\$253,000	\$253,000	\$253,000
4552	FEDERAL OTHER	\$400,399	\$679,899	\$771,262	\$555,339	\$761,440	\$761,440	\$761,440
4555	FEDERAL GRANTS	\$0	\$0	\$5,000	\$5,000	\$0	\$0	\$0
4561	AID FROM MONO COUNTY	\$216,307	\$233,504	\$232,855	\$235,433	\$232,157	\$232,157	\$232,157
4563	CONTRIBUTION FROM DWP	\$4,029,641	\$4,275,992	\$4,275,992	\$4,275,992	\$4,533,901	\$4,533,901	\$4,533,901
4599	OTHER AGENCIES	\$202,810	\$196,280	\$196,340	\$203,402	\$196,280	\$196,280	\$196,280
	AID FROM OTHER GOVT AGENCIES	\$22,011,120	\$27,173,162	\$26,583,619	\$22,684,235	\$28,348,694	\$28,434,498	\$28,434,498
4601	TAX REDEMPTION FEES	\$4,700	\$3,000	\$3,000	\$2,990	\$3,000	\$3,000	\$3,000
4602	ASSESSMENT & COLLECTION FEES	\$14,021	\$15,357	\$15,357	\$15,281	\$15,458	\$15,458	\$15,458
4603	SB813 COLLECTION FEES	\$33,432	\$12,500	\$12,500	\$36,737	\$17,500	\$17,500	\$17,500
4605	DELINQUENT TAX SALE FEE	\$8,279	\$155,000	\$175,000	\$177,680	\$0	\$0	\$0
4612	SPEC DIST & GRANT ACCOUNTING	\$27,675	\$28,350	\$28,350	\$53,899	\$54,308	\$54,308	\$54,308
4618	EMS ACCOUNTING	\$38,377	\$38,378	\$29,098	\$29,098	\$38,378	\$38,378	\$38,378
4621	DISTRICT ELECTIONS	\$16,337	\$0	\$0	\$9,049	\$0	\$0	\$0
4622	CANDIDATE STATEMENTS	\$8,450	\$1,300	\$1,300	\$3,300	\$1,300	\$1,300	\$1,300
4623	ELECTION FILING FEES	\$8,673	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000
4624	MISCELLANEOUS ELECTION SERVICE	\$1,096	\$0	\$0	\$836	\$0	\$0	\$0

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
4631	COUNTY COUNSEL FEES	\$3,054	\$500	\$500	\$0	\$500	\$500	\$500
4632	PUBLIC DEFENDER FEES	\$6,914	\$5,500	\$5,500	\$6,498	\$5,500	\$5,500	\$5,500
4654	PLANNING & ENGINEERING FEES	\$56,779	\$21,000	\$25,000	\$30,686	\$38,500	\$38,500	\$38,500
4655	MAP CHECKING	\$1,170	\$500	\$500	\$690	\$600	\$600	\$600
4663	PEST MILL REFUND	\$83,000	\$83,000	\$170,201	\$155,261	\$130,275	\$130,275	\$130,275
4664	NURSERY	\$745	\$500	\$500	\$0	\$500	\$500	\$500
4665	PETROLEUM PRODUCT INSPECTION	\$2,430	\$3,705	\$3,705	\$2,580	\$3,705	\$3,705	\$3,705
4666	RODENT CONTROL	\$480	\$1,500	\$200	\$50	\$0	\$0	\$0
4667	NON COMMERCIAL CERTIFICATIONS	\$750	\$1,563	\$1,563	\$875	\$1,563	\$1,563	\$1,563
4672	CLERK FEES	\$2,272	\$1,000	\$1,000	\$2,644	\$1,500	\$1,500	\$1,500
4673	COST OF PROBATION	\$21,172	\$20,000	\$20,000	\$21,803	\$20,000	\$20,000	\$20,000
4676	RESTITUTION	\$183	\$0	\$240	\$263	\$0	\$0	\$0
4677	ELECTRONIC MONITORING	\$7,659	\$15,000	\$15,000	\$6,020	\$15,000	\$15,000	\$15,000
4681	LPS PRIVATE PAY	\$25,306	\$12,000	\$12,000	\$0	\$0	\$0	\$0
4682	ESTATE FEES	\$1,000	\$4,000	\$4,000	\$3,165	\$4,000	\$4,000	\$4,000
4683	PUBLIC GUARDIAN FEES	\$6,376	\$4,000	\$4,000	\$4,815	\$4,000	\$4,000	\$4,000
4691	JAIL BOOKING FEES	\$3,522	\$3,500	\$3,500	\$3,522	\$3,500	\$3,500	\$3,500
4693	FOREST SERVICE	\$0	\$17,000	\$12,000	\$3,217	\$12,000	\$12,000	\$12,000
4695	SEARCH & RESCUE	\$0	\$5,000	\$5,000	\$0	\$2,500	\$2,500	\$2,500
4698	INVESTIGATIONS	\$62,444	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053	\$67,053
4699	CIVIL PROCESS SERVICE	\$3,628	\$5,000	\$3,500	\$4,252	\$4,000	\$4,000	\$4,000
4701	VITAL STATISTICS	\$12,873	\$12,757	\$12,757	\$12,639	\$12,757	\$12,757	\$12,757
4702	RECORDING FEES	\$72,277	\$66,500	\$66,500	\$67,501	\$58,500	\$58,500	\$58,500
4703	RECORDERS MICROGRAPHIC FEES	\$264	\$0	\$0	\$0	\$0	\$0	\$0
4720	NON FEDERAL MEDICARE	\$8,069	\$10,000	\$10,000	\$3,872	\$10,000	\$10,000	\$10,000
4722	FEDERAL MEDICARE MEDICAID	\$20,352	\$25,000	\$25,000	\$29,057	\$25,000	\$25,000	\$25,000
4723	WATER SAMPLES	\$186,114	\$150,000	\$150,000	\$173,435	\$150,000	\$150,000	\$150,000
4729	EH WASTE INSPECTION & PERMITS	\$17,226	\$17,226	\$17,226	\$17,775	\$17,775	\$17,775	\$17,775
4732	E.M.S. RADIO MAINTENANCE	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575
4742	PATIENT PAYMENTS	\$6,162	\$5,500	\$13,624	\$11,708	\$8,000	\$8,000	\$8,000
4747	INSURANCE PAYMENTS	\$1,750	\$1,500	\$1,500	\$3,034	\$1,500	\$1,500	\$1,500
4748	MENTAL HEALTH MEDICAL	\$607,526	\$1,045,416	\$1,045,330	\$494,799	\$800,000	\$800,000	\$800,000
4754	HAZARDOUS WASTE FEES	\$116,238	\$87,000	\$87,000	\$91,852	\$94,346	\$94,346	\$94,346
4765	P.O.S.T.	\$12,318	\$17,000	\$15,000	\$16,534	\$15,000	\$15,000	\$15,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
4771	LIBRARY SERVICES	\$1,583	\$2,004	\$2,004	\$1,872	\$2,004	\$2,004	\$2,004
4781	PLEASANT VALLEY - CAMP	\$67,102	\$67,000	\$67,000	\$75,806	\$67,000	\$67,000	\$67,000
4783	SCHOBER LANE - CAMP	\$68,525	\$68,000	\$68,000	\$68,786	\$68,000	\$68,000	\$68,000
4784	BIG PINE TRIANGLE - CAMP	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
4785	BAKER CREEK - CAMP	\$36,474	\$32,000	\$32,000	\$34,673	\$32,000	\$32,000	\$32,000
4786	TINNEMAHA - CAMP	\$22,909	\$22,000	\$22,000	\$23,006	\$22,000	\$22,000	\$22,000
4787	TABOOSE - CAMP	\$42,815	\$40,000	\$40,000	\$38,816	\$40,000	\$40,000	\$40,000
4788	INDEPENDENCE CREEK - CAMP	\$11,513	\$11,000	\$11,000	\$9,343	\$10,000	\$10,000	\$10,000
4789	PORTAGI JOE - CAMP	\$16,495	\$16,000	\$16,000	\$14,991	\$14,500	\$14,500	\$14,500
4790	DIAZ LAKE - CAMP	\$95,051	\$85,000	\$85,000	\$84,384	\$85,000	\$85,000	\$85,000
4791	TECOPA HOT SPRINGS - CAMP	\$21,296	\$21,000	\$21,000	\$5,000	\$5,000	\$5,000	\$5,000
4792	DAY USE FEES	\$2,650	\$2,000	\$2,000	\$2,300	\$2,000	\$2,000	\$2,000
4809	WRAP FEES	\$1,955	\$1,000	\$4,000	\$3,565	\$4,000	\$4,000	\$4,000
4812	NSF CHARGES	\$125	\$40	\$40	\$80	\$40	\$40	\$40
4813	SHIPPING & HANDLING	\$28	\$40	\$40	\$48	\$40	\$40	\$40
4817	LAFCO FEES	\$8,794	\$19,729	\$19,729	\$8,356	\$23,892	\$23,892	\$23,892
4819	SERVICES & FEES	\$222,042	\$266,405	\$269,814	\$260,035	\$293,745	\$259,745	\$259,745
4820	COUNTY COST PLAN	\$2,252,484	\$2,222,554	\$2,222,554	\$2,186,370	\$3,140,316	\$3,140,316	\$3,140,316
4821	INTRA COUNTY CHARGES	\$717,682	\$1,028,416	\$1,054,163	\$909,572	\$1,291,910	\$1,410,408	\$1,410,408
4822	INTRA COUNTY INSURANCE ADMIN	\$1,303,465	\$1,330,815	\$1,330,815	\$1,427,010	\$1,534,419	\$1,534,419	\$1,534,419
4824	INTER GOVERNMENT CHARGES	\$315,802	\$432,079	\$330,370	\$289,010	\$487,599	\$528,099	\$528,099
4825	OTHER CURRENT CHARGES	\$406,058	\$476,493	\$475,645	\$472,582	\$472,979	\$472,979	\$472,979
4827	TRIAL COURT CHARGES	\$53,800	\$73,800	\$73,800	\$80,426	\$48,800	\$48,800	\$48,800
4829	COPIER LEASE REVENUE	\$98,186	\$100,835	\$95,445	\$103,422	\$157,000	\$157,000	\$157,000
	CHARGES FOR CURRENT SERVICES	\$7,282,519	\$8,286,890	\$8,311,498	\$7,668,514	\$9,445,337	\$9,570,335	\$9,570,335
4998	OPERATING TRANSFERS IN	\$987,749	\$2,564,630	\$3,164,915	\$2,757,575	\$368,108	\$2,916,605	\$2,916,605
	OTHER FINANCING SOURCES	\$987,749	\$2,564,630	\$3,164,915	\$2,757,575	\$368,108	\$2,916,605	\$2,916,605
4901	PRIOR YEARS REVENUE	\$400	\$0	\$0	\$0	\$0	\$0	\$0
4911	SALES OF FIXED ASSETS	\$8,630	\$0	\$0	\$70	\$0	\$0	\$0
4922	SALES OF COPIES	\$4,059	\$4,420	\$4,109	\$4,259	\$4,220	\$4,220	\$4,220
4924	SALES OF MAILING LISTS	\$870	\$100	\$662	\$662	\$150	\$150	\$150
4925	SALES OF BOOKS & PAMPHLETS	\$17,033	\$17,000	\$17,000	\$122	\$17,000	\$17,000	\$17,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
4936	MISCELLANEOUS SALES	\$611	\$1,000	\$1,000	\$633	\$1,000	\$1,000	\$1,000
4951	DONATIONS	\$11,595	\$9,500	\$10,150	\$11,353	\$9,500	\$9,500	\$9,500
4955	FAMILY SUPPORT REPAYMENT	\$11,774	\$0	\$5,297	\$9,069	\$0	\$0	\$0
4958	UNCLAIMED FUNDS	\$6,671	\$2,000	\$2,000	\$0	\$1,500	\$1,500	\$1,500
4959	MISCELLANEOUS REVENUE	\$21,142	\$12,625	\$14,969	\$18,921	\$12,525	\$12,525	\$12,525
4961	REIMBURSED EXPENSES	\$40,157	\$0	\$30	\$32,857	\$0	\$0	\$0
4997	CASH OVER OR SHORT	\$34	\$55	\$75	\$42	\$50	\$50	\$50
4999	PRIOR YEARS REIMBURSEMENTS	\$8,896	\$0	\$199	\$1,651	\$0	\$0	\$0
	OTHER REVENUE	\$131,876	\$46,700	\$55,491	\$79,644	\$45,945	\$45,945	\$45,945
TOTAL REVENUES:		<u>\$51,519,437</u>	<u>\$56,651,053</u>	<u>\$57,301,791</u>	<u>\$55,752,832</u>	<u>\$58,332,507</u>	<u>\$61,103,806</u>	<u>\$61,103,806</u>
EXPENSES:								
5001	SALARIED EMPLOYEES	\$18,163,619	\$21,297,960	\$20,825,828	\$19,196,196	\$22,207,858	\$22,054,361	\$22,054,361
5002	CONTRACT EMPLOYEES	\$121,541	\$125,745	\$125,745	\$125,399	\$126,090	\$126,090	\$126,090
5003	OVERTIME	\$874,901	\$807,392	\$950,804	\$857,578	\$987,806	\$883,557	\$883,557
5004	STANDBY TIME	\$201,170	\$222,847	\$239,803	\$222,955	\$219,460	\$219,460	\$219,460
5005	HOLIDAY OVERTIME	\$36,282	\$50,700	\$51,060	\$37,609	\$50,839	\$46,521	\$46,521
5006	4850 TIME - WORKERS COMP	\$884	\$1,500	\$1,500	(\$14)	\$200	\$200	\$200
5012	PART TIME EMPLOYEES	\$790,240	\$1,000,839	\$1,066,765	\$696,492	\$934,835	\$902,917	\$902,917
5021	RETIREMENT & SOCIAL SECURITY	\$1,305,864	\$1,754,862	\$1,749,248	\$1,373,124	\$1,817,420	\$1,802,972	\$1,802,972
5022	PERS RETIREMENT	\$2,995,695	\$3,352,761	\$3,358,910	\$3,121,862	\$3,538,666	\$3,520,974	\$3,520,974
5023	RETIREMENT SAFETY-SIDE FUND	\$339,245	\$350,288	\$350,288	\$350,288	\$361,295	\$361,295	\$361,295
5024	RETIREMENT-UNFUNDED LIAB	\$3,395,479	\$4,279,836	\$4,296,335	\$4,296,334	\$4,338,636	\$4,338,636	\$4,338,636
5025	RETIREE HEALTH BENEFITS	\$2,962,410	\$3,077,591	\$3,124,591	\$3,160,687	\$3,456,920	\$3,531,920	\$3,531,920
5031	MEDICAL INSURANCE	\$3,138,488	\$4,082,369	\$3,972,983	\$3,200,443	\$4,083,963	\$4,016,680	\$4,016,680
5032	DISABILITY INSURANCE	\$168,532	\$228,027	\$228,473	\$184,452	\$241,691	\$239,805	\$239,805
5033	SHERIFF DEPUTIES DISABILITY	\$12,365	\$14,281	\$14,281	\$13,454	\$14,285	\$14,285	\$14,285
5034	EDUCATION REIMBURSEMENT	\$700	\$17,250	\$24,250	\$498	\$20,500	\$20,500	\$20,500
5042	SICK LEAVE BUY OUT	\$30,261	\$30,551	\$36,653	\$32,741	\$39,935	\$39,935	\$39,935
5043	OTHER BENEFITS	\$519,011	\$381,864	\$519,587	\$543,235	\$397,313	\$397,315	\$397,315
5111	CLOTHING	\$58,151	\$66,800	\$66,800	\$58,107	\$65,800	\$65,800	\$65,800
	SALARIES & BENEFITS	\$35,114,845	\$41,143,463	\$41,003,904	\$37,471,445	\$42,903,512	\$42,583,223	\$42,583,223
5112	PERSONAL & SAFETY EQUIPMENT	\$63,938	\$63,970	\$65,138	\$54,063	\$148,943	\$148,943	\$148,943

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5113	PERSONAL SUPPLIES	\$1	\$0	\$0	\$0	\$0	\$0	\$0
5114	INMATE CLOTHING	\$8,825	\$12,250	\$11,831	\$8,534	\$12,250	\$8,250	\$8,250
5122	CELL PHONES	\$34,909	\$40,382	\$53,073	\$50,305	\$55,995	\$55,995	\$55,995
5131	FOOD & HOUSEHOLD SUPPLIES	\$560,711	\$543,480	\$514,329	\$463,040	\$504,000	\$504,000	\$504,000
5132	JAIL-HOUSEHOLD	\$52,534	\$62,500	\$77,036	\$87,392	\$87,500	\$87,500	\$87,500
5154	UNEMPLOYMENT INSURANCE	\$35,930	\$46,750	\$43,809	\$27,702	\$39,000	\$39,000	\$39,000
5156	INSURANCE CLAIMS	\$250	\$5,000	\$5,000	\$250	\$5,000	\$5,000	\$5,000
5157	MEDICAL MALPRACTICE INSURANCE	\$69,669	\$88,457	\$88,457	\$88,457	\$93,961	\$93,961	\$93,961
5158	INSURANCE PREMIUM	\$69,337	\$92,000	\$92,000	\$88,633	\$97,000	\$97,000	\$97,000
5161	JURY EXPENSE	\$15,691	\$21,810	\$18,500	\$16,350	\$21,445	\$21,445	\$21,445
5162	WITNESS EXPENSE	\$332	\$3,500	\$2,500	\$433	\$2,500	\$2,500	\$2,500
5171	MAINTENANCE OF EQUIPMENT	\$29,746	\$51,600	\$59,585	\$28,868	\$54,700	\$54,700	\$54,700
5173	MAINTENANCE OF EQUIPMENT-MATER	\$9,044	\$9,776	\$7,921	\$3,557	\$8,350	\$8,350	\$8,350
5175	MAINTENANCE - FUEL & LUBRICANT	\$0	\$500	\$100	\$29	\$100	\$100	\$100
5177	MAINTENANCE OF COMPUTER SYSTEM	\$112,715	\$127,193	\$116,555	\$113,995	\$247,400	\$172,400	\$172,400
5182	MAINTENANCE OF GROUNDS	\$45,781	\$68,000	\$103,876	\$38,090	\$71,000	\$71,000	\$71,000
5184	MAINTENANCE - SHERIFF	\$10,703	\$17,000	\$8,000	\$5,563	\$17,000	\$17,000	\$17,000
5190	MAINT BIG PINE LIBRARY	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666	\$5,666
5191	MAINTENANCE OF STRUCTURES	\$8,896	\$20,500	\$17,314	\$13,519	\$20,400	\$15,500	\$15,500
5199	MAINT OF STRUCTURES-MATERIALS	\$28,136	\$75,400	\$64,971	\$55,720	\$59,900	\$59,900	\$59,900
5201	MEDICAL, DENTAL & LAB SUPPLIES	\$30,774	\$35,000	\$36,075	\$34,503	\$37,000	\$37,000	\$37,000
5211	MEMBERSHIPS	\$2,600	\$2,525	\$2,500	\$2,500	\$2,573	\$2,573	\$2,573
5232	OFFICE & OTHER EQUIP < \$5,000	\$187,809	\$220,365	\$272,959	\$161,750	\$234,823	\$227,793	\$227,793
5236	INFORMATION SERVICES POSTAGE	\$70,933	\$79,380	\$76,000	\$68,450	\$78,600	\$78,600	\$78,600
5260	HEALTH - EMPLOYEE PHYSICALS	\$20,289	\$63,550	\$62,144	\$34,577	\$14,000	\$14,000	\$14,000
5263	ADVERTISING	\$76,839	\$94,350	\$97,402	\$63,661	\$99,140	\$98,140	\$98,140
5265	PROFESSIONAL & SPECIAL SERVICE	\$2,613,872	\$4,479,954	\$5,295,951	\$2,992,796	\$5,089,170	\$5,369,170	\$5,399,170
5281	RENTS & LEASES-EQUIPMENT	\$24,444	\$28,117	\$28,063	\$24,348	\$27,681	\$27,681	\$27,681
5285	COPIER LEASE - IS ONLY	\$92,723	\$91,000	\$106,286	\$102,645	\$157,000	\$157,000	\$157,000
5291	OFFICE, SPACE & SITE RENTAL	\$500,509	\$512,572	\$514,777	\$495,971	\$534,926	\$534,926	\$534,926
5301	SMALL TOOLS & INSTRUMENTS	\$6,499	\$8,400	\$7,017	\$5,115	\$8,500	\$8,500	\$8,500
5311	GENERAL OPERATING EXPENSE	\$833,290	\$1,008,586	\$1,072,941	\$792,431	\$1,012,950	\$997,140	\$997,140
5313	LAW ENFORCEMENT SPECIAL	\$96,640	\$105,608	\$120,557	\$103,148	\$34,000	\$34,000	\$34,000
5316	ELECTION EXPENSE	\$65,813	\$46,000	\$44,350	\$34,358	\$46,000	\$46,000	\$46,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
5321	SPECIAL APPROPRIATION	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
5325	LIBRARY BOOKS & SUBSCRIPTIONS	\$33,217	\$37,000	\$37,000	\$35,439	\$37,000	\$37,000	\$37,000
5330	TRAVEL EXPENSE-REQUIRED	\$145,003	\$0	\$0	\$0	\$0	\$0	\$0
5331	TRAVEL EXPENSE	\$290,033	\$515,270	\$578,774	\$481,160	\$747,102	\$634,473	\$634,473
5332	MILEAGE REIMBURSEMENT	\$0	\$2,355	\$1,822	\$466	\$2,590	\$2,590	\$2,590
5337	5150 TRANSPORTS	\$0	\$10,000	\$7,000	\$0	\$5,000	\$5,000	\$5,000
5351	UTILITIES	\$870,107	\$987,822	\$1,104,621	\$981,322	\$1,079,514	\$1,047,870	\$1,047,870
5499	PRIOR YEAR REFUNDS	\$147,391	\$0	\$0	\$0	\$0	\$0	\$0
	SERVICES & SUPPLIES	\$7,281,618	\$9,693,588	\$10,831,900	\$7,574,822	\$10,809,679	\$10,837,666	\$10,867,666
5121	INTERNAL CHARGES	\$389,529	\$452,513	\$463,513	\$476,485	\$437,429	\$437,429	\$437,429
5123	TECH REFRESH EXPENSE	\$302,731	\$255,064	\$255,064	\$255,064	\$300,134	\$300,134	\$300,134
5124	EXTERNAL CHARGES	\$32,047	\$29,135	\$73,135	\$82,443	\$52,000	\$52,000	\$52,000
5128	INTERNAL SHREDDING CHARGES	\$10,721	\$10,721	\$11,033	\$11,063	\$10,511	\$10,511	\$10,511
5129	INTERNAL COPY CHARGES (NON-IS)	\$84,204	\$90,371	\$93,171	\$86,835	\$120,356	\$120,356	\$120,356
5152	WORKERS COMPENSATION	\$851,248	\$667,060	\$667,060	\$667,060	\$734,930	\$734,930	\$734,930
5155	PUBLIC LIABILITY INSURANCE	\$642,924	\$654,345	\$654,345	\$654,263	\$698,684	\$698,684	\$698,684
5233	POSTAGE-INTERNAL	\$0	\$0	\$0	\$207	\$0	\$0	\$0
5315	COUNTY COST PLAN	\$1,199,496	\$1,384,726	\$1,384,726	\$1,384,726	\$1,834,495	\$1,834,495	\$1,834,495
5333	MOTOR POOL	\$1,090,815	\$1,279,710	\$1,374,196	\$1,321,597	\$1,369,271	\$1,369,271	\$1,369,271
	INTERNAL CHARGES	\$4,603,719	\$4,823,645	\$4,976,243	\$4,939,745	\$5,557,810	\$5,557,810	\$5,557,810
5501	SUPPORT & CARE OF PERSONS	\$1,641,476	\$2,040,696	\$2,052,687	\$1,459,851	\$2,043,067	\$2,043,067	\$2,043,067
5508	SUPPORT & CARE - 1099	\$102,502	\$144,000	\$122,411	\$63,228	\$100,000	\$100,000	\$100,000
5511	ANNUAL NEW CPSP GRANT AWARD	\$22,476	\$20,984	\$31,476	\$21,817	\$34,000	\$34,000	\$34,000
5513	BLAKE JONES TROUT DERBY	\$9,375	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
5516	COMM CONN FOR CHILD CARE	\$4,536	\$9,500	\$9,500	\$9,500	\$10,000	\$10,000	\$10,000
5517	INDY FATHERS DAY DERBY	\$7,500	\$7,500	\$9,375	\$7,500	\$7,500	\$7,500	\$7,500
5519	VISITOR CENTER CONTRIBUTION	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
5520	INYO ARTS COUNCIL CONTRIBUTION	\$37,173	\$37,173	\$37,173	\$37,173	\$39,129	\$39,129	\$39,129
5521	LAWS RR MUSEUM CONTRIBUTION	\$24,516	\$24,516	\$24,516	\$24,516	\$25,807	\$25,807	\$25,807
5523	WILD IRIS CONTRIBUTION	\$12,704	\$14,121	\$15,538	\$14,121	\$14,864	\$14,864	\$14,864
5524	BIG PINE DREBY	\$5,625	\$7,500	\$9,375	\$9,375	\$7,500	\$7,500	\$7,500
5527	CAL EXPO EXHIBIT	\$13,000	\$13,000	\$13,000	\$10,000	\$13,000	\$13,000	\$13,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5528	TRI COUNTY FAIR/RODEO	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
5529	TRIAL COURT MOE	\$1,017,682	\$860,438	\$860,438	\$712,280	\$785,438	\$785,438	\$785,438
5531	CALIFORNIA INDIAN LEGAL SERVIC	\$7,600	\$7,600	\$7,600	\$7,600	\$8,000	\$8,000	\$8,000
5533	EAST SIERRA AVALANCHE SOCIETY	\$4,750	\$4,750	\$4,750	\$4,750	\$5,000	\$5,000	\$5,000
5535	INYO COUNTY FILM COMMISSION	\$31,100	\$38,100	\$48,589	\$32,244	\$38,000	\$38,000	\$38,000
5537	MT. WHITNEY FISH HATCHERY	\$1,968	\$9,500	\$17,032	\$9,500	\$10,000	\$10,000	\$10,000
5539	OTHER AGENCY CONTRIBUTIONS	\$501,492	\$553,022	\$647,955	\$528,043	\$1,032,172	\$1,052,172	\$1,052,172
5582	LONE PINE EARLY OPENER DERBY	\$9,375	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
5583	OPENER PRESS REC/RAINBOW DAYS	\$3,750	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5584	COORDINATED PROMOTION	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
5585	VISITOR GUIDE	\$8,878	\$8,878	\$13,317	\$8,878	\$8,900	\$8,900	\$8,900
5586	CAL HIGH SCHOOL RODEO FINALS	\$8,522	\$8,522	\$12,783	\$12,783	\$8,550	\$8,550	\$8,550
5587	WILD WEST MARATHON	\$6,066	\$6,066	\$9,099	\$9,099	\$6,075	\$6,075	\$6,075
5588	LAWS BENEFIT CONCERT	\$2,522	\$2,522	\$3,783	\$2,522	\$2,525	\$2,525	\$2,525
5589	DEATH VALLEY VISTORS GUIDE	\$9,471	\$6,314	\$9,471	\$6,314	\$6,325	\$6,325	\$6,325
5590	IMAGES OF INYO PHOTO CONTEST	\$6,714	\$6,714	\$10,071	\$6,714	\$6,725	\$6,725	\$6,725
	OTHER CHARGES	\$3,533,277	\$3,881,416	\$4,019,939	\$3,047,810	\$4,262,577	\$4,282,577	\$4,282,577
5561	PRINCIPAL ON NOTES PAYABLE	\$66,234	\$66,899	\$66,899	\$66,898	\$67,552	\$67,552	\$67,552
	DEBT SERVICE PRINCIPAL	\$66,234	\$66,899	\$66,899	\$66,898	\$67,552	\$67,552	\$67,552
5553	INTEREST ON NOTES	\$7,865	\$7,202	\$7,202	\$7,201	\$6,549	\$6,549	\$6,549
	DEBT SERVICE INTEREST	\$7,865	\$7,202	\$7,202	\$7,201	\$6,549	\$6,549	\$6,549
5630	LAND IMPROVEMENTS	\$0	\$3,000	\$6,000	\$0	\$3,000	\$3,000	\$3,000
5640	STRUCTURES & IMPROVEMENTS	\$11,349	\$21,500	\$16,500	\$9,065	\$6,500	\$6,500	\$6,500
5650	EQUIPMENT	\$23,344	\$39,500	\$36,300	\$18,714	\$186,040	\$56,040	\$56,040
5700	CONSTRUCTION IN PROGRESS	\$0	\$30,000	\$42,300	\$5,043	\$55,000	\$55,000	\$55,000
	FIXED ASSETS	\$34,694	\$94,000	\$101,100	\$32,823	\$250,540	\$120,540	\$120,540
5801	OPERATING TRANSFERS OUT	\$1,249,435	\$466,259	\$1,478,050	\$1,474,277	\$257,660	\$1,202,149	\$2,269,179
	OTHER FINANCING USES	\$1,249,435	\$466,259	\$1,478,050	\$1,474,277	\$257,660	\$1,202,149	\$2,269,179
5901	CONTINGENCIES	\$0	\$595,734	\$234,717	\$0	\$345,740	\$345,740	\$345,740
	RESERVES	\$0	\$595,734	\$234,717	\$0	\$345,740	\$345,740	\$345,740

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2018	06/30/2019	06/30/2019	06/30/2019	06/30/2020	06/30/2020	06/30/2020
	TOTAL EXPENSES:	\$51,891,690	\$60,772,206	\$62,719,954	\$54,615,024	\$64,461,619	\$65,003,806	\$66,100,836
FUND: 0001 GENERAL FUND		(\$372,252)	(\$4,121,153)	(\$5,418,163)	\$1,137,807	(\$6,129,112)	(\$3,900,000)	(\$4,997,030)

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
COUNTY TOTALS FOR REVENUES:	\$51,519,437	\$56,651,053	\$57,301,791	\$55,752,832	\$58,332,507	\$61,103,806	\$61,103,806
EXPENSES:	(\$51,891,690)	(\$60,772,206)	(\$62,719,954)	(\$54,615,024)	(\$64,461,619)	(\$65,003,806)	(\$66,100,836)
REPORT NET	(\$372,252)	(\$4,121,153)	(\$5,418,163)	\$1,137,807	(\$6,129,112)	(\$3,900,000)	(\$4,997,030)

ATTACHMENT B

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
REVENUES:							
4061 - LOCAL TRANSPORTATION TAX	\$80,395	\$104,277	\$104,277	\$104,277	\$86,620	\$86,620	\$86,620
4085 - TRANSACTION & USE TAX	\$1,471,191	\$1,425,000	\$1,425,000	\$1,620,219	\$1,425,000	\$1,425,000	\$1,425,000
TAXES - SALES	\$1,551,586	\$1,529,277	\$1,529,277	\$1,724,496	\$1,511,620	\$1,511,620	\$1,511,620
4141 - ROAD PRIVILEGES & PERMITS	\$24,038	\$20,000	\$20,000	\$22,859	\$25,000	\$25,000	\$25,000
4185 - COMMERCIAL TRASH COLLECT PRMT	\$474,167	\$415,000	\$415,000	\$456,681	\$450,000	\$450,000	\$450,000
LICENSES & PERMITS	\$498,205	\$435,000	\$435,000	\$479,541	\$475,000	\$475,000	\$475,000
4213 - FISH & GAME FINES	\$6,576	\$5,000	\$5,000	\$11,385	\$7,000	\$7,000	\$7,000
FINES & FORFEITURES	\$6,576	\$5,000	\$5,000	\$11,385	\$7,000	\$7,000	\$7,000
4320 - TECOPA COMMUNITY CENTER	\$845	\$200	\$200	\$99	\$200	\$200	\$200
4321 - CABLE TV LEASE	\$29,315	\$29,315	\$29,315	\$29,315	\$29,315	\$29,315	\$29,315
4331 - AUTO PARKING	\$46,424	\$34,866	\$34,500	\$41,407	\$37,500	\$37,500	\$37,500
4333 - HANGER RENT	\$113,080	\$122,126	\$122,126	\$121,265	\$122,126	\$122,126	\$122,126
4334 - TIE DOWN FEES	\$8,540	\$10,150	\$8,350	\$8,076	\$7,650	\$7,650	\$7,650
4336 - RENT-A-CAR LEASE	\$1,800	\$1,800	\$1,800	\$1,950	\$1,800	\$1,800	\$1,800
4338 - RAMP FEES	\$18,430	\$16,000	\$16,000	\$11,622	\$16,000	\$16,000	\$16,000
4340 - HANGAR ONE AERO	\$5,940	\$4,752	\$4,752	\$4,752	\$4,752	\$4,752	\$4,752
RENTS & LEASES	\$224,375	\$219,209	\$217,043	\$218,487	\$219,343	\$219,343	\$219,343
4301 - INTEREST FROM TREASURY	\$200,670	\$135,600	\$143,409	\$311,550	\$189,467	\$189,467	\$189,467
4311 - RENTS	\$97,092	\$98,517	\$98,517	\$82,798	\$98,517	\$98,517	\$98,517
4316 - STATHAM HALL RENT	\$650	\$500	\$1,233	\$1,816	\$500	\$500	\$500
4317 - BIG PINE LEGION HALL RENT	\$638	\$600	\$600	\$313	\$600	\$600	\$600
4318 - INDEPENDENCE LEGION HALL RENT	\$162	\$50	\$130	\$357	\$0	\$0	\$0
REV USE OF MONEY & PROPERTY	\$299,215	\$235,267	\$243,889	\$396,836	\$289,084	\$289,084	\$289,084
4401 - STATE AID FOR AVIATION	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
4460 - REALIGNMENT - 2011	\$306,414	\$827,543	\$826,753	\$346,866	\$1,071,454	\$1,071,454	\$1,071,454
4471 - STATE HIGHWAY USERS TAX	\$3,476,975	\$6,121,005	\$3,210,470	\$2,502,958	\$3,379,263	\$3,379,263	\$3,379,263
4474 - SB1 ROAD MAINT & RMRA	\$0	\$0	\$2,910,535	\$3,165,423	\$2,927,319	\$2,927,319	\$2,927,319
4478 - FAMILY SUPPORT REIM - STATE	\$418,157	\$443,645	\$443,645	\$383,826	\$464,912	\$464,912	\$464,912
4479 - STATE SUBVENTIONS	\$188,122	\$287,500	\$287,500	\$151,019	\$287,500	\$287,500	\$287,500
4484 - REGIONAL SURFACE TRANS FUNDS	\$818,841	\$882,017	\$882,017	\$859,306	\$882,017	\$882,017	\$882,017

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
4489 - JUVENILE JUSTICE	\$5,241	\$0	\$0	\$0	\$0	\$0	\$0
4498 - STATE GRANTS	\$562,122	\$350,000	\$524,338	\$381,017	\$820,954	\$820,954	\$820,954
4499 - STATE OTHER	\$1,469,149	\$2,290,331	\$2,337,740	\$2,158,308	\$1,509,233	\$1,509,233	\$1,509,233
4521 - FEDERAL FOREST RESERVE	\$280,154	\$230,000	\$230,000	\$292,345	\$230,000	\$230,000	\$230,000
4531 - GRAZING FEES	\$2,046	\$0	\$0	\$438	\$0	\$0	\$0
4552 - FEDERAL OTHER	\$1,735,858	\$2,030,755	\$2,083,770	\$895,977	\$2,137,480	\$2,137,480	\$2,137,480
4554 - FAMILY SUPPORT ADMIN REIMBURSE	\$651,390	\$861,193	\$861,193	\$600,314	\$902,477	\$902,477	\$902,477
4555 - FEDERAL GRANTS	\$0	\$0	\$499,881	\$428,724	\$6,600,000	\$6,600,000	\$6,600,000
4562 - COUNTY CONTRIBUTION	\$0	\$0	\$0	\$0	\$403,334	\$0	\$0
4563 - CONTRIBUTION FROM DWP	\$1,774,324	\$1,688,551	\$1,621,924	\$1,595,681	\$1,725,271	\$1,725,271	\$1,725,271
4599 - OTHER AGENCIES	\$37,435	\$30,000	\$28,500	\$32,441	\$62,000	\$62,000	\$62,000
AID FROM OTHER GOVT AGENCIES	\$11,766,234	\$16,082,540	\$16,788,266	\$13,834,649	\$23,443,214	\$23,039,880	\$23,039,880
4655 - MAP CHECKING	\$62	\$0	\$0	\$0	\$0	\$0	\$0
4676 - RESTITUTION	\$1,000	\$1,000	\$1,000	\$950	\$1,200	\$1,200	\$1,200
4727 - ABATEMENT FEES	\$396,631	\$400,000	\$412,248	\$405,750	\$425,000	\$425,000	\$425,000
4728 - SOLID WASTE FEES	\$1,236,136	\$1,125,000	\$1,125,000	\$1,196,741	\$1,125,000	\$1,125,000	\$1,125,000
4735 - SW FEES - BISHOP - SUNLAND	\$174,436	\$170,000	\$170,000	\$190,893	\$175,000	\$175,000	\$175,000
4736 - SW FEES - BIG PINE TRANSFER	\$10,202	\$10,000	\$10,000	\$9,386	\$10,000	\$10,000	\$10,000
4737 - SW FEES - INDEPENDENCE	\$13,872	\$13,000	\$13,000	\$12,000	\$11,000	\$11,000	\$11,000
4738 - SW FEES - LONE PINE	\$29,037	\$29,000	\$29,000	\$24,671	\$25,000	\$25,000	\$25,000
4742 - PATIENT PAYMENTS	\$27,014	\$21,000	\$20,158	\$3,926	\$21,000	\$21,000	\$21,000
4743 - D.U.I. TRUST	\$66,465	\$123,825	\$108,825	\$63,707	\$129,183	\$129,183	\$129,183
4747 - INSURANCE PAYMENTS	\$47,457	\$0	\$13,835	\$271,021	\$180,000	\$180,000	\$180,000
4751 - SEPTAGE POND FEES	\$47,839	\$40,000	\$40,000	\$47,837	\$44,000	\$44,000	\$44,000
4801 - WATER SERVICE	\$387,492	\$495,342	\$495,342	\$364,333	\$581,229	\$581,229	\$581,229
4815 - PROJECT REIMBURSABLES	\$176,786	\$47,896	\$47,896	\$142,813	\$37,300	\$37,300	\$37,300
4818 - MOTOR POOL CHARGES	\$1,249,061	\$1,240,000	\$1,240,000	\$1,531,210	\$1,596,000	\$1,596,000	\$1,596,000
4819 - SERVICES & FEES	\$103,723	\$119,500	\$96,208	\$96,642	\$91,000	\$91,000	\$91,000
4821 - INTRA COUNTY CHARGES	\$0	\$289,163	\$49,122	\$17,526	\$187,188	\$187,188	\$187,188
4822 - INTRA COUNTY INSURANCE ADMIN	\$1,962,542	\$1,765,749	\$1,765,599	\$1,765,749	\$1,868,035	\$1,868,035	\$1,868,035
4823 - TECH REFRESH REVENUE	\$346,672	\$346,672	\$345,856	\$289,929	\$352,743	\$352,743	\$352,743
4824 - INTER GOVERNMENT CHARGES	\$1,413	\$0	\$2,016	\$3,101	\$0	\$0	\$0
4825 - OTHER CURRENT CHARGES	\$255,782	\$266,351	\$266,351	\$219,646	\$266,351	\$266,351	\$266,351

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
4828 - INTERNAL SHREDDING REVENUE	\$13,403	\$13,450	\$13,450	\$14,027	\$13,450	\$13,450	\$13,450
4931 - SALES OF AVIATION GAS	\$222,828	\$220,000	\$203,000	\$195,043	\$184,000	\$184,000	\$184,000
4932 - SALES OF JET A FUEL	\$480,606	\$475,000	\$550,159	\$538,589	\$483,000	\$483,000	\$483,000
4933 - SALES OF OIL	\$165	\$175	\$134	\$168	\$175	\$175	\$175
4937 - NON TAX-JET FUEL-MILITARY CHARGES FOR CURRENT SERVICES	\$328,330 \$7,578,960	\$250,000 \$7,462,123	\$599,014 \$7,617,213	\$530,894 \$7,936,561	\$330,000 \$8,136,854	\$330,000 \$8,136,854	\$330,000 \$8,136,854
4998 - OPERATING TRANSFERS IN OTHER FINANCING SOURCES	\$1,989,223 \$1,989,223	\$1,396,769 \$1,396,769	\$2,586,441 \$2,586,441	\$2,128,777 \$2,128,777	\$946,678 \$946,678	\$2,610,901 \$2,610,901	\$2,610,901 \$2,610,901
4901 - PRIOR YEARS REVENUE	\$1,144	\$0	\$0	\$26	\$0	\$0	\$0
4911 - SALES OF FIXED ASSETS	\$7,748	\$51,200	\$40,700	\$8,961	\$37,000	\$37,000	\$37,000
4922 - SALES OF COPIES	\$80	\$100	\$100	\$100	\$100	\$100	\$100
4936 - MISCELLANEOUS SALES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4951 - DONATIONS	\$5,000	\$14,000	\$14,000	\$9,000	\$5,000	\$5,000	\$5,000
4959 - MISCELLANEOUS REVENUE	\$37,619	\$45,000	\$36,000	\$45,798	\$35,500	\$35,500	\$35,500
4961 - REIMBURSED EXPENSES	\$2,582	\$0	\$1,191	\$4,306	\$0	\$0	\$0
4990 - LOAN PROCEEDS	\$0	\$0	\$568,099	\$78,000	\$490,099	\$490,099	\$490,099
4999 - PRIOR YEARS REIMBURSEMENTS OTHER REVENUE	\$1,567 \$55,743	\$0 \$110,300	\$0 \$660,090	\$0 \$146,193	\$0 \$567,699	\$0 \$567,699	\$0 \$567,699
TOTAL REVENUES:	\$23,970,120	\$27,475,485	\$30,082,219	\$26,876,928	\$35,596,492	\$36,857,381	\$36,857,381
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$4,615,508	\$5,495,233	\$5,322,987	\$4,562,583	\$5,799,992	\$5,799,992	\$5,799,992
5003 - OVERTIME	\$68,750	\$77,445	\$133,154	\$120,574	\$122,757	\$122,757	\$122,757
5004 - STANDBY TIME	\$28,032	\$33,500	\$45,304	\$41,503	\$47,500	\$47,500	\$47,500
5005 - HOLIDAY OVERTIME	\$4,042	\$8,873	\$14,100	\$11,333	\$12,685	\$12,685	\$12,685
5012 - PART TIME EMPLOYEES	\$294,096	\$438,716	\$478,182	\$396,987	\$476,707	\$476,707	\$476,707
5021 - RETIREMENT & SOCIAL SECURITY	\$382,305	\$467,632	\$460,373	\$389,912	\$496,125	\$496,125	\$496,125
5022 - PERS RETIREMENT	\$774,556	\$766,892	\$750,917	\$635,994	\$784,981	\$784,981	\$784,981
5024 - RETIREMENT-UNFUNDED LIAB	\$774,278	\$962,722	\$962,722	\$962,722	\$972,349	\$972,349	\$972,349
5025 - RETIREE HEALTH BENEFITS	\$535,996	\$523,794	\$523,794	\$576,285	\$641,393	\$641,393	\$641,393
5031 - MEDICAL INSURANCE	\$864,601	\$1,158,976	\$1,113,578	\$855,541	\$1,214,363	\$1,214,363	\$1,214,363
5032 - DISABILITY INSURANCE	\$44,773	\$60,151	\$62,944	\$46,742	\$63,821	\$63,821	\$63,821
5042 - SICK LEAVE BUY OUT	\$23,007	\$28,432	\$19,650	\$18,334	\$26,671	\$26,671	\$26,671

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5043 - OTHER BENEFITS	\$128,521	\$93,749	\$133,334	\$125,630	\$104,238	\$104,238	\$104,238
5045 - COMPENSATED ABSENCE EXPENSE	\$6,345	\$0	\$0	\$0	\$0	\$0	\$0
SALARIES & BENEFITS	\$8,544,817	\$10,116,115	\$10,021,039	\$8,744,145	\$10,763,582	\$10,763,582	\$10,763,582
5112 - PERSONAL & SAFETY EQUIPMENT	\$13,377	\$16,905	\$18,466	\$14,362	\$18,555	\$18,555	\$18,555
5122 - CELL PHONES	\$17,152	\$17,652	\$20,879	\$17,957	\$19,169	\$19,169	\$19,169
5131 - FOOD & HOUSEHOLD SUPPLIES	\$100,006	\$131,422	\$143,841	\$134,562	\$75,000	\$75,000	\$75,000
5153 - FIRE & CASUALTY INSURANCE	\$5,900	\$6,675	\$6,105	\$5,900	\$7,100	\$7,100	\$7,100
5154 - UNEMPLOYMENT INSURANCE	\$12,209	\$27,600	\$31,873	\$30,910	\$21,500	\$21,500	\$21,500
5156 - INSURANCE CLAIMS	\$83,603	\$135,000	\$135,000	\$6,508	\$135,000	\$135,000	\$135,000
5158 - INSURANCE PREMIUM	\$1,200,150	\$1,349,500	\$1,348,081	\$1,293,858	\$1,406,231	\$1,406,231	\$1,406,231
5171 - MAINTENANCE OF EQUIPMENT	\$195,627	\$218,550	\$277,876	\$197,691	\$301,300	\$301,300	\$301,300
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$292,394	\$289,184	\$337,854	\$252,486	\$300,434	\$300,434	\$300,434
5175 - MAINTENANCE - FUEL & LUBRICANT	\$345,032	\$425,000	\$445,000	\$432,265	\$431,000	\$431,000	\$431,000
5177 - MAINTENANCE OF COMPUTER SYSTEM	\$10,100	\$16,650	\$35,874	\$18,650	\$172,550	\$172,550	\$172,550
5178 - MOTOR POOL FUEL	\$386,571	\$382,800	\$472,800	\$458,039	\$520,800	\$520,800	\$520,800
5182 - MAINTENANCE OF GROUNDS	\$0	\$4,500	\$4,500	\$3,228	\$3,500	\$3,500	\$3,500
5191 - MAINTENANCE OF STRUCTURES	\$211,406	\$442,455	\$674,894	\$262,156	\$852,400	\$852,400	\$852,400
5199 - MAINT OF STRUCTURES-MATERIALS	\$3,766	\$72,078	\$80,600	\$13,414	\$81,031	\$81,031	\$81,031
5211 - MEMBERSHIPS	\$4,981	\$7,637	\$6,133	\$5,531	\$20,081	\$20,081	\$20,081
5232 - OFFICE & OTHER EQUIP < \$5,000	\$215,252	\$423,625	\$419,296	\$219,570	\$132,785	\$132,785	\$132,785
5260 - HEALTH - EMPLOYEE PHYSICALS	\$7,647	\$8,405	\$9,885	\$3,127	\$7,300	\$7,300	\$7,300
5263 - ADVERTISING	\$13,613	\$23,200	\$32,138	\$18,849	\$26,836	\$26,836	\$26,836
5265 - PROFESSIONAL & SPECIAL SERVICE	\$2,237,946	\$3,933,041	\$4,679,875	\$2,871,152	\$3,103,799	\$3,103,799	\$3,103,799
5281 - RENTS & LEASES-EQUIPMENT	\$167,463	\$645,590	\$615,623	\$486,128	\$615,350	\$615,350	\$615,350
5291 - OFFICE, SPACE & SITE RENTAL	\$233,051	\$261,114	\$266,520	\$256,936	\$275,038	\$275,038	\$275,038
5301 - SMALL TOOLS & INSTRUMENTS	\$10,255	\$13,300	\$13,802	\$9,411	\$13,200	\$13,200	\$13,200
5309 - ROAD MATERIALS	\$257,515	\$750,000	\$775,302	\$62,583	\$750,000	\$750,000	\$750,000
5310 - ROAD SIGNS & PAINT	\$23,037	\$75,000	\$75,000	\$55,411	\$60,000	\$60,000	\$60,000
5311 - GENERAL OPERATING EXPENSE	\$906,002	\$664,007	\$655,426	\$516,098	\$652,883	\$652,883	\$652,883
5322 - NON OPERATING	\$114,700	\$130,000	\$205,016	\$205,015	\$220,000	\$220,000	\$220,000
5331 - TRAVEL EXPENSE	\$75,023	\$152,027	\$140,910	\$68,189	\$155,099	\$155,099	\$155,099
5351 - UTILITIES	\$164,097	\$156,193	\$194,959	\$173,807	\$167,519	\$167,519	\$167,519
5361 - FUEL, OIL & WATER FOR RESALE	\$757,378	\$748,000	\$1,168,547	\$937,680	\$685,378	\$685,378	\$685,378

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5499 - PRIOR YEAR REFUNDS	(\$15,037)	\$0	\$13,577	\$13,575	\$0	\$0	\$0
SERVICES & SUPPLIES	\$8,050,226	\$11,527,110	\$13,305,652	\$9,045,063	\$11,230,838	\$11,230,838	\$11,230,838
5121 - INTERNAL CHARGES	\$242,434	\$613,406	\$617,825	\$370,175	\$827,198	\$927,198	\$927,198
5123 - TECH REFRESH EXPENSE	\$33,381	\$28,848	\$28,848	\$28,848	\$45,584	\$45,584	\$45,584
5124 - EXTERNAL CHARGES	\$384,044	\$312,405	\$395,664	\$294,648	\$467,798	\$642,798	\$642,798
5128 - INTERNAL SHREDDING CHARGES	\$1,840	\$1,840	\$2,152	\$2,152	\$2,580	\$2,580	\$2,580
5129 - INTERNAL COPY CHARGES (NON-IS)	\$13,313	\$17,959	\$19,832	\$14,046	\$22,859	\$22,859	\$22,859
5152 - WORKERS COMPENSATION	\$227,909	\$228,554	\$228,554	\$228,554	\$214,692	\$214,692	\$214,692
5155 - PUBLIC LIABILITY INSURANCE	\$150,025	\$106,633	\$106,633	\$106,740	\$103,817	\$103,817	\$103,817
5315 - COUNTY COST PLAN	\$944,738	\$760,218	\$760,218	\$722,151	\$1,146,098	\$1,146,098	\$1,146,098
5333 - MOTOR POOL	\$133,844	\$185,139	\$183,108	\$170,854	\$175,465	\$175,465	\$175,465
INTERNAL CHARGES	\$2,131,531	\$2,255,002	\$2,342,834	\$1,938,170	\$3,006,091	\$3,281,091	\$3,281,091
5539 - OTHER AGENCY CONTRIBUTIONS	\$393,125	\$295,664	\$362,614	\$247,247	\$370,838	\$370,838	\$370,838
OTHER CHARGES	\$393,125	\$295,664	\$362,614	\$247,247	\$370,838	\$370,838	\$370,838
5561 - PRINCIPAL ON NOTES PAYABLE	\$127,339	\$228,778	\$137,356	\$137,355	\$243,483	\$243,483	\$243,483
DEBT SERVICE PRINCIPAL	\$127,339	\$228,778	\$137,356	\$137,355	\$243,483	\$243,483	\$243,483
5553 - INTEREST ON NOTES	\$18,891	\$9,240	\$13,134	\$13,133	\$26,784	\$26,784	\$26,784
DEBT SERVICE INTEREST	\$18,891	\$9,240	\$13,134	\$13,133	\$26,784	\$26,784	\$26,784
5600 - LAND	\$0	\$522,000	\$522,000	\$0	\$522,000	\$522,000	\$522,000
5620 - INFRASTRUCTURE	\$0	\$173,552	\$159,557	\$78,646	\$165,000	\$80,000	\$80,000
5640 - STRUCTURES & IMPROVEMENTS	\$0	\$356,000	\$356,000	\$6,517	\$350,000	\$350,000	\$350,000
5650 - EQUIPMENT	\$50,090	\$246,100	\$939,101	\$242,551	\$1,332,700	\$1,332,700	\$1,332,700
5655 - VEHICLES	\$8,500	\$428,000	\$624,422	\$358,426	\$565,000	\$565,000	\$565,000
5700 - CONSTRUCTION IN PROGRESS	\$103,208	\$995,000	\$1,099,164	\$245,495	\$7,063,334	\$7,063,334	\$7,063,334
5704 - CENTERLINE STRIPING PROJECT	\$0	\$0	\$12,000	\$6,345	\$30,000	\$30,000	\$30,000
5708 - LONE PINE SIDEWALK ATP	\$0	\$0	\$0	\$0	\$154,500	\$154,500	\$154,500
5711 - ROAD PROJECT #11 SABRINA BRIDG	\$10,400	\$30,000	\$30,000	\$3,296	\$6,000	\$6,000	\$6,000
5712 - ONION VALLEY	\$0	\$0	\$0	\$0	\$525,000	\$525,000	\$525,000
5713 - ROAD PROJECT #13 SO CTY GUARD	\$0	\$0	\$0	\$24	\$0	\$0	\$0
5717 - NORTH ROUND VALLEY ROAD	\$0	\$0	\$0	\$0	\$258,000	\$258,000	\$258,000
5719 - BIRCHIM LANE	\$0	\$0	\$0	\$0	\$616,000	\$616,000	\$616,000
5734 - OAK CREEK	\$6,613	\$0	\$24,166	\$0	\$0	\$0	\$0

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5735 - CARROLL CREEK	\$59,953	\$270,000	\$270,000	\$147,723	\$245,000	\$245,000	\$245,000
5736 - WALKER CREEK	\$26,821	\$245,000	\$245,000	\$164,144	\$275,000	\$275,000	\$275,000
5738 - ED POWERS BICYCLE LANE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5740 - W. BISHOP RESURFACING	\$2,326,943	\$128,000	\$134,247	\$2,171	\$0	\$0	\$0
5741 - BRIDGE PREVENTION MAIN PRG	\$0	\$109,500	\$109,500	\$8,545	\$242,400	\$242,400	\$242,400
5743 - STRIPING & RUMBLE STRIP-HSIP FIXED ASSETS	\$8,625 \$2,601,156	\$340,000 \$3,843,152	\$340,000 \$4,865,157	\$7,787 \$1,271,676	\$337,500 \$12,687,434	\$337,500 \$12,602,434	\$337,500 \$12,602,434
5799 - DEPRECIATION DEPRECIATION	\$692,246 \$692,246	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
5801 - OPERATING TRANSFERS OUT OTHER FINANCING USES	\$386,451 \$386,451	\$3,307,460 \$3,307,460	\$3,417,828 \$3,417,828	\$2,936,067 \$2,936,067	\$831,347 \$831,347	\$855,347 \$855,347	\$855,347 \$855,347
5901 - CONTINGENCIES	\$0	\$450,189	\$0	\$0	\$5,000	\$5,000	\$5,000
5902 - CONTINGENCIES - PY ENCUMBRANCE RESERVES	\$0 \$0	\$0 \$450,189	\$9,655 \$9,655	\$0 \$0	\$0 \$5,000	\$0 \$5,000	\$0 \$5,000
TOTAL EXPENSES:	\$22,945,787	\$32,032,710	\$34,475,269	\$24,332,859	\$39,165,397	\$39,379,397	\$39,379,397
NET	\$1,024,332	(\$4,557,225)	(\$4,393,050)	\$2,544,068	(\$3,568,905)	(\$2,522,016)	(\$2,522,016)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
INCLUDE							
REVENUES:							
4381 - GEOTHERMAL ROYALTIES	\$44,975	\$0	\$0	\$238,121	\$0	\$0	\$0
RENTS & LEASES	\$44,975	\$0	\$0	\$238,121	\$0	\$0	\$0
4301 - INTEREST FROM TREASURY	\$12,664	\$5,851	\$5,850	\$17,450	\$5,800	\$5,800	\$5,800
REV USE OF MONEY & PROPERTY	\$12,664	\$5,851	\$5,850	\$17,450	\$5,800	\$5,800	\$5,800
4460 - REALIGNMENT - 2011	\$56,135	\$44,046	\$44,046	\$13,967	\$44,046	\$44,046	\$44,046
4498 - STATE GRANTS	\$351,206	\$1,410,686	\$910,654	\$520,594	\$945,197	\$945,197	\$945,197
4499 - STATE OTHER	\$384,380	\$199,000	\$209,303	\$253,089	\$278,254	\$278,254	\$278,254
4501 - FEDERAL PUBLIC ASSISTANCE ADMN	\$0	\$10,815	\$10,815	\$0	\$10,815	\$10,815	\$10,815
4541 - FEDERAL IN LIEU TAXES	\$1,879,508	\$0	\$0	\$1,921,831	\$0	\$0	\$0
4555 - FEDERAL GRANTS	\$7,000	\$7,000	\$7,000	\$0	\$14,000	\$14,000	\$14,000
4561 - AID FROM MONO COUNTY	\$5,546	\$8,299	\$12,280	\$2,280	\$8,299	\$8,299	\$8,299
4563 - CONTRIBUTION FROM DWP	\$546,902	\$0	\$0	\$0	\$0	\$0	\$0
4599 - OTHER AGENCIES	\$107,903	\$117,597	\$117,597	\$84,649	\$128,000	\$128,000	\$128,000
AID FROM OTHER GOVT AGENCIES	\$3,338,583	\$1,797,443	\$1,311,695	\$2,796,412	\$1,428,611	\$1,428,611	\$1,428,611
4703 - RECORDERS MICROGRAPHIC FEES	\$12,454	\$12,000	\$12,000	\$15,331	\$12,000	\$12,000	\$12,000
4704 - RECORDERS SYSTEM UPDATE FEES	\$13,047	\$11,000	\$11,000	\$11,877	\$11,000	\$11,000	\$11,000
4705 - RECORDERS TRUNCATION PROGRAM	\$2,124	\$0	\$0	\$7	\$0	\$0	\$0
4819 - SERVICES & FEES	\$4,134	\$6,000	\$6,000	\$2,152	\$5,000	\$5,000	\$5,000
4824 - INTER GOVERNMENT CHARGES	\$38,025	\$0	\$0	\$0	\$0	\$0	\$0
4825 - OTHER CURRENT CHARGES	\$339,245	\$350,288	\$350,288	\$350,288	\$361,295	\$361,295	\$361,295
CHARGES FOR CURRENT SERVICES	\$409,030	\$379,288	\$379,288	\$379,655	\$389,295	\$389,295	\$389,295
4998 - OPERATING TRANSFERS IN	\$87,315	\$8,460,859	\$8,656,452	\$3,230,733	\$6,106,838	\$6,106,838	\$7,173,868
OTHER FINANCING SOURCES	\$87,315	\$8,460,859	\$8,656,452	\$3,230,733	\$6,106,838	\$6,106,838	\$7,173,868
TOTAL REVENUES:	\$3,892,568	\$10,643,441	\$10,353,285	\$6,662,372	\$7,930,544	\$7,930,544	\$8,997,574
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$399,137	\$569,837	\$568,467	\$418,405	\$548,807	\$548,807	\$548,807
5003 - OVERTIME	\$143	\$5,960	\$6,735	\$6,078	\$12,000	\$12,000	\$12,000
5004 - STANDBY TIME	\$18,013	\$21,125	\$21,125	\$20,370	\$21,125	\$21,125	\$21,125
5012 - PART TIME EMPLOYEES	\$15,771	\$27,228	\$32,162	\$27,199	\$70,788	\$70,788	\$70,788
5021 - RETIREMENT & SOCIAL SECURITY	\$32,769	\$47,034	\$47,410	\$35,676	\$48,265	\$48,265	\$48,265

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5022 - PERS RETIREMENT	\$58,357	\$74,728	\$74,728	\$56,944	\$72,243	\$72,243	\$72,243
5024 - RETIREMENT-UNFUNDED LIAB	\$76,082	\$94,599	\$94,599	\$94,599	\$95,544	\$95,544	\$95,544
5025 - RETIREE HEALTH BENEFITS	\$4,197	\$4,273	\$4,273	\$4,238	\$4,476	\$4,476	\$4,476
5031 - MEDICAL INSURANCE	\$81,374	\$120,967	\$119,967	\$69,660	\$119,951	\$119,951	\$119,951
5032 - DISABILITY INSURANCE	\$3,849	\$6,096	\$6,096	\$4,280	\$6,252	\$6,252	\$6,252
5034 - EDUCATION REIMBURSEMENT	\$350	\$0	\$0	\$0	\$0	\$0	\$0
5042 - SICK LEAVE BUY OUT	\$1,577	\$1,548	\$2,918	\$2,917	\$3,314	\$3,314	\$3,314
5043 - OTHER BENEFITS	\$8,056	\$9,869	\$10,869	\$7,215	\$1,449	\$1,449	\$1,449
SALARIES & BENEFITS	\$699,679	\$983,264	\$989,349	\$747,586	\$1,004,214	\$1,004,214	\$1,004,214
5112 - PERSONAL & SAFETY EQUIPMENT	\$1,702	\$1,880	\$1,880	\$468	\$3,150	\$3,150	\$3,150
5122 - CELL PHONES	\$1,390	\$1,165	\$3,703	\$3,242	\$4,430	\$4,430	\$4,430
5154 - UNEMPLOYMENT INSURANCE	\$0	\$5,000	\$5,000	\$0	\$10,000	\$10,000	\$10,000
5171 - MAINTENANCE OF EQUIPMENT	\$1,075	\$2,000	\$2,000	\$1,405	\$2,000	\$2,000	\$2,000
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$96	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000
5232 - OFFICE & OTHER EQUIP < \$5,000	\$3,052	\$2,630	\$1,034	\$573	\$1,130	\$1,130	\$1,130
5260 - HEALTH - EMPLOYEE PHYSICALS	\$671	\$1,200	\$1,165	\$360	\$0	\$0	\$0
5263 - ADVERTISING	\$2,868	\$22,100	\$109,202	\$31,417	\$32,692	\$32,692	\$32,692
5265 - PROFESSIONAL & SPECIAL SERVICE	\$246,102	\$664,567	\$930,413	\$517,643	\$815,382	\$815,382	\$815,382
5281 - RENTS & LEASES-EQUIPMENT	\$0	\$200	\$35	\$35	\$200	\$200	\$200
5291 - OFFICE, SPACE & SITE RENTAL	\$14,622	\$15,992	\$15,992	\$14,004	\$16,689	\$16,689	\$16,689
5301 - SMALL TOOLS & INSTRUMENTS	\$123	\$500	\$500	\$143	\$1,000	\$1,000	\$1,000
5311 - GENERAL OPERATING EXPENSE	\$38,621	\$89,797	\$100,158	\$44,934	\$58,025	\$58,025	\$58,025
5331 - TRAVEL EXPENSE	\$13,510	\$39,104	\$40,303	\$11,480	\$40,300	\$40,300	\$40,300
5351 - UTILITIES	\$11,350	\$12,536	\$11,968	\$11,802	\$11,197	\$11,197	\$11,197
5499 - PRIOR YEAR REFUNDS	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0
SERVICES & SUPPLIES	\$340,188	\$859,671	\$1,224,353	\$637,511	\$997,195	\$997,195	\$997,195
5121 - INTERNAL CHARGES	\$4,846	\$18,500	\$18,500	\$5,207	\$3,500	\$3,500	\$3,500
5123 - TECH REFRESH EXPENSE	\$2,671	\$2,746	\$2,746	\$2,746	\$3,158	\$3,158	\$3,158
5124 - EXTERNAL CHARGES	\$6,348	\$23,320	\$23,320	\$7,194	\$23,320	\$23,320	\$23,320
5128 - INTERNAL SHREDDING CHARGES	\$100	\$100	\$100	\$100	\$89	\$89	\$89
5129 - INTERNAL COPY CHARGES (NON-IS)	\$117	\$254	\$510	\$447	\$1,905	\$1,905	\$1,905
5152 - WORKERS COMPENSATION	\$6,847	\$6,448	\$6,448	\$6,448	\$6,378	\$6,378	\$6,378
5155 - PUBLIC LIABILITY INSURANCE	\$5,025	\$5,469	\$5,469	\$5,469	\$5,390	\$5,390	\$5,390

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5315 - COUNTY COST PLAN	\$28,836	\$26,441	\$26,441	\$26,441	\$60,879	\$60,879	\$60,879
5333 - MOTOR POOL	\$17,551	\$21,764	\$26,881	\$21,462	\$29,464	\$29,464	\$29,464
INTERNAL CHARGES	\$72,344	\$105,042	\$110,415	\$75,514	\$134,083	\$134,083	\$134,083
5501 - SUPPORT & CARE OF PERSONS	\$3,870	\$6,000	\$7,116	\$7,115	\$6,000	\$6,000	\$6,000
OTHER CHARGES	\$3,870	\$6,000	\$7,116	\$7,115	\$6,000	\$6,000	\$6,000
5561 - PRINCIPAL ON NOTES PAYABLE	\$137,000	\$156,000	\$156,000	\$156,000	\$176,000	\$176,000	\$176,000
DEBT SERVICE PRINCIPAL	\$137,000	\$156,000	\$156,000	\$156,000	\$176,000	\$176,000	\$176,000
5553 - INTEREST ON NOTES	\$202,235	\$194,288	\$194,288	\$194,287	\$185,295	\$185,295	\$185,295
DEBT SERVICE INTEREST	\$202,235	\$194,288	\$194,288	\$194,287	\$185,295	\$185,295	\$185,295
5650 - EQUIPMENT	\$0	\$12,000	\$10,500	\$5,298	\$12,000	\$12,000	\$12,000
5700 - CONSTRUCTION IN PROGRESS	\$0	\$350,000	\$350,000	\$66,000	\$0	\$0	\$0
FIXED ASSETS	\$0	\$362,000	\$360,500	\$71,298	\$12,000	\$12,000	\$12,000
5801 - OPERATING TRANSFERS OUT	\$69,314	\$2,165,893	\$2,105,893	\$1,883,214	\$57	\$2,284,076	\$2,284,076
OTHER FINANCING USES	\$69,314	\$2,165,893	\$2,105,893	\$1,883,214	\$57	\$2,284,076	\$2,284,076
TOTAL EXPENSES:	\$1,524,632	\$4,832,158	\$5,147,914	\$3,772,527	\$2,514,844	\$4,798,863	\$4,798,863
NET INCLUDE	\$3,392,269	\$1,254,058	\$812,321	\$5,433,913	\$1,846,795	\$609,665	\$1,676,695

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
NOCOPY							
REVENUES:							
4430 - HEALTH REALIGNMENT	\$0	\$1,545	\$1,545	\$0	\$54,288	\$54,288	\$54,288
4498 - STATE GRANTS	\$123,060	\$346,331	\$509,215	\$235,069	\$1,035,889	\$1,035,889	\$1,035,889
4555 - FEDERAL GRANTS	\$0	\$283,621	\$283,621	\$137,468	\$378,321	\$378,321	\$378,321
AID FROM OTHER GOVT AGENCIES	\$123,060	\$631,497	\$794,381	\$372,537	\$1,468,498	\$1,468,498	\$1,468,498
TOTAL REVENUES:	\$123,060	\$631,497	\$794,381	\$372,537	\$1,468,498	\$1,468,498	\$1,468,498
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$0	\$170,314	\$188,847	\$168,715	\$515,323	\$515,323	\$515,323
5002 - CONTRACT EMPLOYEES	\$0	\$0	\$0	\$40	\$6,637	\$6,637	\$6,637
5003 - OVERTIME	\$0	\$0	\$0	\$0	\$1,040	\$1,040	\$1,040
5012 - PART TIME EMPLOYEES	\$0	\$22,996	\$13,496	\$0	\$0	\$0	\$0
5021 - RETIREMENT & SOCIAL SECURITY	\$0	\$15,387	\$16,864	\$13,128	\$41,212	\$41,212	\$41,212
5022 - PERS RETIREMENT	\$0	\$23,130	\$25,638	\$21,853	\$63,439	\$63,439	\$63,439
5024 - RETIREMENT-UNFUNDED LIAB	\$0	\$38,134	\$38,134	\$38,134	\$74,504	\$74,504	\$74,504
5025 - RETIREE HEALTH BENEFITS	\$0	\$0	\$0	\$7,534	\$0	\$0	\$0
5031 - MEDICAL INSURANCE	\$0	\$30,519	\$34,100	\$25,708	\$110,201	\$110,201	\$110,201
5032 - DISABILITY INSURANCE	\$0	\$1,997	\$2,777	\$2,455	\$5,341	\$5,341	\$5,341
5034 - EDUCATION REIMBURSEMENT	\$0	\$350	\$350	\$350	\$700	\$700	\$700
5042 - SICK LEAVE BUY OUT	\$0	\$7	\$7	\$0	\$794	\$794	\$794
5043 - OTHER BENEFITS	\$0	\$5,621	\$9,069	\$7,328	\$10,190	\$10,190	\$10,190
SALARIES & BENEFITS	\$0	\$308,455	\$329,282	\$285,249	\$829,381	\$829,381	\$829,381
5122 - CELL PHONES	\$1,485	\$4,215	\$2,715	\$1,856	\$3,910	\$3,910	\$3,910
5171 - MAINTENANCE OF EQUIPMENT	\$0	\$100	\$100	\$0	\$100	\$100	\$100
5177 - MAINTENANCE OF COMPUTER SYSTEM	\$0	\$0	\$2,000	\$1,906	\$0	\$0	\$0
5232 - OFFICE & OTHER EQUIP < \$5,000	\$1,938	\$4,804	\$10,260	\$5,058	\$42,029	\$42,029	\$42,029
5263 - ADVERTISING	\$0	\$2,500	\$2,500	\$0	\$6,600	\$6,600	\$6,600
5265 - PROFESSIONAL & SPECIAL SERVICE	\$26,723	\$115,075	\$140,436	\$46,577	\$234,625	\$309,625	\$309,625
5281 - RENTS & LEASES-EQUIPMENT	\$0	\$960	\$860	\$0	\$960	\$960	\$960
5291 - OFFICE, SPACE & SITE RENTAL	\$25,092	\$19,353	\$29,453	\$29,413	\$37,325	\$37,325	\$37,325
5311 - GENERAL OPERATING EXPENSE	\$4,017	\$56,464	\$76,872	\$18,908	\$100,181	\$100,181	\$100,181
5330 - TRAVEL EXPENSE-REQUIRED	\$0	\$7,553	\$7,553	\$0	\$7,553	\$7,553	\$7,553
5331 - TRAVEL EXPENSE	\$0	\$25,402	\$39,378	\$13,350	\$68,677	\$68,677	\$68,677

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5351 - UTILITIES	\$9,530	\$15,858	\$17,446	\$14,970	\$21,144	\$21,144	\$21,144
SERVICES & SUPPLIES	\$68,787	\$252,284	\$329,573	\$132,042	\$523,104	\$598,104	\$598,104
5121 - INTERNAL CHARGES	\$47,196	\$57,955	\$57,955	\$53,027	\$77,160	\$77,160	\$77,160
5123 - TECH REFRESH EXPENSE	\$0	\$2,453	\$2,453	\$2,453	\$3,867	\$3,867	\$3,867
5129 - INTERNAL COPY CHARGES (NON-IS)	\$0	\$515	\$515	\$638	\$1,360	\$1,360	\$1,360
5152 - WORKERS COMPENSATION	\$0	\$2,605	\$2,605	\$2,605	\$5,467	\$5,467	\$5,467
5155 - PUBLIC LIABILITY INSURANCE	\$0	\$2,209	\$2,209	\$2,209	\$4,621	\$4,621	\$4,621
5315 - COUNTY COST PLAN	\$3,951	\$18,136	\$18,136	\$18,136	\$84,750	\$84,750	\$84,750
5333 - MOTOR POOL	\$0	\$4,764	\$4,764	\$4,681	\$24,596	\$24,596	\$24,596
INTERNAL CHARGES	\$51,147	\$88,637	\$88,637	\$83,749	\$201,821	\$201,821	\$201,821
5501 - SUPPORT & CARE OF PERSONS	\$0	\$10,472	\$10,472	\$550	\$35,034	\$35,034	\$35,034
5508 - SUPPORT & CARE - 1099	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$1,500
5539 - OTHER AGENCY CONTRIBUTIONS	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
OTHER CHARGES	\$0	\$20,472	\$20,472	\$10,550	\$46,534	\$46,534	\$46,534
5650 - EQUIPMENT	\$0	\$58,000	\$131,929	\$67,440	\$20,000	\$20,000	\$20,000
5700 - CONSTRUCTION IN PROGRESS	\$0	\$425,000	\$425,000	\$67,482	\$250,000	\$250,000	\$250,000
FIXED ASSETS	\$0	\$483,000	\$556,929	\$134,923	\$270,000	\$270,000	\$270,000
TOTAL EXPENSES:	\$119,935	\$1,152,848	\$1,324,893	\$646,513	\$1,870,840	\$1,945,840	\$1,945,840
NET NOCOPY	\$3,395,393	\$732,707	\$281,809	\$5,159,937	\$1,444,453	\$132,323	\$1,199,353

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
NOSCHED2							
REVENUES:							
4001 - CURRENT SECURED TAXES	\$65,032	\$48,500	\$48,500	\$68,500	\$58,000	\$58,000	\$58,000
4004 - CURRENT UNSECURED TAXES	\$6,895	\$7,600	\$7,600	\$6,437	\$6,500	\$6,500	\$6,500
4008 - SB813 DISTRIBUTIONS	(\$826)	\$450	\$450	\$97	\$450	\$450	\$450
4021 - PRIOR YEAR SECURED TAXES	\$1,363	\$1,350	\$1,350	\$655	\$1,350	\$1,350	\$1,350
4023 - PRIOR YEAR UNSECURED TAXES	\$490	\$60	\$60	\$6	\$140	\$140	\$140
TAXES - PROPERTY	\$72,955	\$57,960	\$57,960	\$75,696	\$66,440	\$66,440	\$66,440
4301 - INTEREST FROM TREASURY	\$11,521	\$6,300	\$6,300	\$17,838	\$10,300	\$10,300	\$10,300
4310 - EQUIPMENT RENTAL	\$209	\$100	\$500	\$511	\$200	\$200	\$200
REV USE OF MONEY & PROPERTY	\$11,730	\$6,400	\$6,800	\$18,349	\$10,500	\$10,500	\$10,500
4472 - HOMEOWNERS PROPERTY TAX RELIEF	\$416	\$150	\$150	\$345	\$250	\$250	\$250
AID FROM OTHER GOVT AGENCIES	\$416	\$150	\$150	\$345	\$250	\$250	\$250
4753 - SEWER SERVICE/CONNECTION FEES	\$53,480	\$53,000	\$53,000	\$58,823	\$53,000	\$53,000	\$53,000
CHARGES FOR CURRENT SERVICES	\$53,480	\$53,000	\$53,000	\$58,823	\$53,000	\$53,000	\$53,000
4961 - REIMBURSED EXPENSES	\$0	\$0	\$11,575	\$11,575	\$0	\$0	\$0
OTHER REVENUE	\$0	\$0	\$11,575	\$11,575	\$0	\$0	\$0
TOTAL REVENUES:	\$138,582	\$117,510	\$129,485	\$164,790	\$130,190	\$130,190	\$130,190
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$1,643	\$3,757	\$3,757	\$3,561	\$6,155	\$6,155	\$6,155
5005 - HOLIDAY OVERTIME	\$0	\$0	\$0	\$8	\$0	\$0	\$0
5021 - RETIREMENT & SOCIAL SECURITY	\$130	\$313	\$313	\$265	\$503	\$503	\$503
5022 - PERS RETIREMENT	\$1,530	\$631	\$631	\$606	\$1,073	\$1,073	\$1,073
5024 - RETIREMENT-UNFUNDED LIAB	\$551	\$684	\$684	\$684	\$690	\$690	\$690
5031 - MEDICAL INSURANCE	\$19	\$600	\$600	\$415	\$623	\$623	\$623
5032 - DISABILITY INSURANCE	\$15	\$42	\$42	\$33	\$68	\$68	\$68
5042 - SICK LEAVE BUY OUT	\$0	\$0	\$0	\$0	\$84	\$84	\$84
5043 - OTHER BENEFITS	\$216	\$219	\$219	\$216	\$219	\$219	\$219
SALARIES & BENEFITS	\$4,106	\$6,246	\$6,246	\$5,790	\$9,415	\$9,415	\$9,415
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$0	\$1,000	\$600	\$0	\$1,000	\$1,000	\$1,000
5191 - MAINTENANCE OF STRUCTURES	\$40	\$37,000	\$36,600	\$993	\$44,000	\$44,000	\$44,000

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
5263 - ADVERTISING	\$0	\$1,000	\$1,500	\$138	\$1,000	\$1,000	\$1,000
5265 - PROFESSIONAL & SPECIAL SERVICE	\$47,533	\$83,251	\$138,000	\$50,653	\$91,109	\$91,109	\$91,109
5311 - GENERAL OPERATING EXPENSE	\$300	\$400	\$1,600	\$315	\$430	\$430	\$430
5351 - UTILITIES	\$21,728	\$24,000	\$23,600	\$23,093	\$24,000	\$24,000	\$24,000
SERVICES & SUPPLIES	\$69,602	\$146,651	\$201,900	\$75,194	\$161,539	\$161,539	\$161,539
5124 - EXTERNAL CHARGES	\$1,864	\$10,500	\$10,500	\$5,964	\$10,500	\$10,500	\$10,500
5152 - WORKERS COMPENSATION	\$41	\$24	\$24	\$24	\$51	\$51	\$51
5155 - PUBLIC LIABILITY INSURANCE	\$51	\$21	\$21	\$21	\$44	\$44	\$44
5315 - COUNTY COST PLAN	\$12,257	\$9,679	\$9,679	\$9,679	\$11,907	\$11,907	\$11,907
INTERNAL CHARGES	\$14,214	\$20,224	\$20,224	\$15,688	\$22,502	\$22,502	\$22,502
5799 - DEPRECIATION	\$12,753	\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION	\$12,753	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$100,677	\$173,121	\$228,370	\$96,673	\$193,456	\$193,456	\$193,456
NET NOSCHED2	\$3,433,299	\$677,096	\$182,924	\$5,228,054	\$1,381,187	\$69,057	\$1,136,087

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2019 TODAY'S DATE: 09/04/2019

FOR FISCAL YEARS: 07/01/2017 - 06/30/2020

	YTD ACTUALS 06/30/2018	BOARD APPROVED 06/30/2019	WORKING BUDGET 06/30/2019	YTD ACTUALS 06/30/2019	DEPT REQUESTED 06/30/2020	CAO RECOMM 06/30/2020	BOARD APPROVED 06/30/2020
COUNTY TOTALS FOR REVENUES:	\$28,124,332	\$38,867,933	\$41,359,370	\$34,076,629	\$45,125,724	\$46,386,613	\$47,453,643
EXPENSES:	(\$24,691,033)	(\$38,190,837)	(\$41,176,446)	(\$28,848,574)	(\$43,744,537)	(\$46,317,556)	(\$46,317,556)
REPORT NET	\$3,433,299	\$677,096	\$182,924	\$5,228,054	\$1,381,187	\$69,057	\$1,136,087



County of Inyo



County Administrator

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Assistant Clerk of the Board

SUBJECT: Proposed Revisions to Golden State Finance Authority JPA

RECOMMENDED ACTION:

Request Board approve Resolution No. 2019-42, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Approving Proposed Revisions to the Golden State Finance Authority Joint Powers Agreement," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On August 14, 2019, the Board of Directors of the Golden State Finance Authority (GSFA), a Joint Powers Authority of which Inyo County is a member, voted unanimously to approve proposed revisions to the JPA Agreement.

The revised agreement is now being provided to each member county with a request that their respective Boards of Supervisors review and approve it by adopting a resolution in the next 60 days (prior to October 18, 2019). A proposed resolution is attached. The agreement revisions will be deemed passed upon adoption of the revisions by a majority of the 35 GSFA member counties.

A memo from the GSFA Board of Directors explained that the purpose of the proposed revisions was to expressly reference expanded activities undertaken by the GSFA since 2015, related to economic development and rural infrastructure initiatives. The revisions were deemed necessary both for purposes of clarity and to ensure that the organization's commitment to these initiatives is reflected in the governing documents.

As cited in the memo, the primary specific revisions to the Agreement are as follows:

- Expressly authorizing GSFA to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.
- Clarifying that GSFA may finance the preservation of real property and infrastructure.
- Incorporating recent amendments to the Property Assessed Clean Energy statutes expanding the types of improvements that may be financed through that program.
- Expressly authorizing GSFA to issue Industrial Development Bonds for qualifying projects.

- Specifically referencing GSFA's ability to create nonprofit corporations (such as National Homebuyers Fund, Inc. and GSNR).
- Other technical amendments to revise obsolete language or conform to current practice.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Inyo County has participated in the Golden State Finance Authority (GSFA) since its inception. The program was developed by the Rural County Representatives of California (RCRC) to provide rural communities with mortgage financing alternatives. GSFA partners with local and national financial and lending institutions to provide affordable homeownership programs with a focus on low- to moderate-income families in California.

The GSFA Joint Powers Agreement (JPA) was last amended in May 2015. Since that time, the GSFA has substantially expanded its efforts to assist member counties in several areas, including:

- Establishment of an economic development team to facilitate county-led business attraction and retention efforts, job creation efforts, and assist member counties in obtaining related state and federal funding.
- Leveraging GSFA's expertise in capital finance to facilitate rural infrastructure financing.
- Initiating the Golden State Natural Resources Project to promote forest resiliency and associated economic development on a large scale.

GSFA management and counsel recommend amending the JPA to expressly reference these expanded activities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to adopt the resolution accepting the revisions to the Joint Powers Agreement, but this is not recommended.

OTHER AGENCY INVOLVEMENT:

GSFA, County Counsel

FINANCING:

There is no direct fiscal impact to the County of Inyo budget associated with adoption of the proposed resolution as presented.

ATTACHMENTS:

1. Resolution for GSFA JPA Approval
2. GSFA 2019 Amended and Restated JPA (Attachment 1 to Resolution)

APPROVALS:

Darcy Ellis	Created/Initiated - 8/21/2019
Darcy Ellis	Approved - 8/21/2019
Marshall Rudolph	Approved - 8/21/2019
Clint Quilter	Final Approval - 9/5/2019

RESOLUTION _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
APPROVING PROPOSED REVISIONS TO THE GOLDEN STATE FINANCE
AUTHORITY JOINT POWERS AGREEMENT**

WHEREAS, on August 15, 2019, the Board of Directors of Golden State Finance Authority (GSFA), a Joint Powers Authority of which Inyo County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Inyo have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF Inyo, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of GSFA.

PASSED AND ADOPTED this ____ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair of the Board of Supervisors

Attest: Clint G. Quilter
Clerk of the Board

Assistant Clerk of the Board of Supervisors

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated August 14, 2019)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as “Members” with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority (“CRHMFA”) was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. On May 5, 2015, the name of the authority was changed to Golden State Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on May 5, 2015.

B. WHEREAS, the Members of Golden State Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers’ agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure.

D. WHEREAS, the Members are each empowered by law to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

E. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purposes of financing the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure as authorized by the Act, and establishing and operating programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service

undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purposes of the Authority are to provide financing for the acquisition, construction, improvement, preservation, and rehabilitation of real property and infrastructure, and to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse, in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including provision of financing and other programs and projects as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and

responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers' authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure, including without limitation the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may receive funds from any lawful source and may issue Bonds in accordance with the Act in

order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act or applicable law, and to secure such debt, to further such purpose. Without limiting the generality of the foregoing, the Authority shall be empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500) of the Government Code of the State of California). The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act. The Authority shall further have the power to establish and operate programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and reuse. The Authority may exercise the common powers of the Members and exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving grants, gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation, wildfire safety, seismic strengthening, and renewable energy improvements, or any other improvements authorized by law, to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.
- (10) establishing and administering one or more nonprofit corporations under the Nonprofit Corporations Law (Division 2 (commencing with Section 5000) of the Corporations Code of the State of California) to undertake programs and projects to promote public safety, economic development, and environmental protection, including without limitation forest resiliency, wildfire risk reduction, air quality improvement, and waste diversion and

reuse.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to

participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current

Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, and to adopt administrative, personnel, accounting, and similar internal policies for the operation of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other improvements, programs, and projects as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of

any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right

of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the

dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

21. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993

Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014
Amended and restated May 5, 2015
Amended and restated August 14, 2019

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF ALPINE

By: _____

Dated: _____

Name:

Title:

Attest:

By _____

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF AMADOR

By: _____

Dated: _____

Name:

Title:

Attest:

By: _____
Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF BUTTE

By: _____

Dated: _____

Name:

Title:

Attest:

By: _____

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF CALAVERAS

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF COLUSA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF DEL NORTE

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF EL DORADO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF GLENN

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF HUMBOLDT

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF IMPERIAL

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF INYO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF LAKE

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF LASSEN

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF MADERA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF MARIPOSA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF MENDOCINO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF MERCED

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF MODOC

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF MONO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF NAPA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF NEVADA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF PLACER

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF PLUMAS

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF SAN BENITO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF SAN LUIS OBISPO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF SHASTA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF SIERRA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

[PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF SISKIYOU

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF SUTTER

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF TEHAMA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF TRINITY

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF TULARE

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF TUOLUMNE

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF YOLO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

COUNTY OF YUBA

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

ATTACHMENT 1
GOLDEN STATE FINANCE AUTHORITY MEMBERS

As of January 16, 2019

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
San Luis Obispo
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tulare County
Tuolumne County
Yolo County
Yuba County



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Assistant Clerk of the Board

SUBJECT: Appointment to Big Pine Cemetery District Board of Trustees

RECOMMENDED ACTION:

Request Board: A) appoint Ms. June Shaw to an unexpired four-year term on the Big Pine Cemetery District Board of Trustees ending May 31, 2023; and B) provide direction to staff regarding advertising the Board of Trustees' remaining long-time vacancy. (*Notice of Vacancy published for two vacancies resulted in a single request for appointment being received.*)

SUMMARY/JUSTIFICATION:

The Board of Supervisors is the appointing authority for the local cemetery districts. The Big Pine Cemetery District has two vacancies on its Board of Trustees.

These vacancies were advertised according to your Board's Appointment Policy on August 15, and were previously advertised in July with no response. They were also advertised in May along with two additional vacancies that your Board was able to successfully fill at that time.

Ms. June Shaw has now enthusiastically stepped forward to apply for one of the remaining two vacancies, and has submitted a thoughtful Letter of Interest outlining her qualifications for the position. The final vacancy has been advertised a total of five times since April of 2018, with no success, including the three occasions mentioned above.

It is staff's recommendation that your Board appoint Ms. Shaw to the four-year term expiring May 31, 2023. With regard to the vacant four-year term expiring June 30, 2022, staff recommends not advertising again until the Cemetery District is aware of a candidate or candidate(s) interested in the position, or the Board of Trustees begins to experience trouble gathering a quorum. With Ms. Shaw's appointment, four of the five available seats will be filled.

BACKGROUND/HISTORY OF BOARD ACTIONS:

(See above)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not filling one of the two vacancies on the five-member Board of Trustees could make it difficult for the board to conduct the Cemetery District's business.

OTHER AGENCY INVOLVEMENT:

Big Pine Cemetery District Board of Trustees

FINANCING:

There is no cost associated with this appointment aside from the cost to advertise the Notice(s) of Vacancy, which staff estimates at more than \$200 so far.

ATTACHMENTS:

1. Letter of Interest-June Shaw
2. Notice of Vacancy-BP Cemetery District

APPROVALS:

Darcy Ellis
Amy Shepherd
Marshall Rudolph
Clint Quilter

Created/Initiated - 9/4/2019
Approved - 9/4/2019
Approved - 9/4/2019
Final Approval - 9/4/2019

RECEIVED

2019 AUG 23 PM 12:06

August 18, 2019

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

June Shaw
104 Pine Road
Big Pine CA 93513

Clerk of the Board of Supervisors
PO Drawer N
Independence CA 93526

Dear Board of Supervisors:

I am interested in filling a vacancy on the Big Pine Cemetery Board of Directors. I have lived in Big Pine for 30 years since 1989. I have been widowed for 16 years and my husbands remains are buried at the Big Pine Cemetery. I have always been proud of the maintenance and up keep of the grounds when I took our children to visit their Dad.

For 9 years now I have been a volunteer at the Northern Inyo Hospital Auxiliary. I also help at The Blood Drive and bring desserts. I have also been a full time volunteer with the Friendship Center Adult day care for 8 years. I volunteered at Hospice for 3 years.

I am a member of the Big Pine Civic Club, St Stephens Catholic Church and I have Friends at the Big Pine United Methodist Church and volunteer with their dinners and Rummage Sales and also donate items to the Big Pine High School.

At the first of every year I make monetary donations to all non-profit Local Entities, including the Big Pine Cemetery.

I feel my longevity and volunteer service in my community and the Owens Valley is an asset I can bring to the Cemetery Board.

Thank you for your consideration.

Sincerely,
June Shaw
760-938-2392
junebigpine@hotmail.com

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space is for County Clerk's Filing Stamp

STATE OF CALIFORNIA,
COUNTY OF INYO

RECEIVED

2019 AUG 21 PM 12:05

INYO COUNTY

Proof of Publication of
Public Notice

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following
date, to with:

August 17th
In the year of **2019**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
18th Day of August, 2019


Signature

NOTICE OF VACANCY
BIG PINE CEMETERY
DISTRICT BOARD OF
TRUSTEES

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting appli-
cations to fill two (2) vacancies
on the Big Pine Cemetery Dis-
trict Board of Trustees: one un-
expired four-year term ending
June 30, 2022 and one unex-
pired four-year term ending
May 31, 2023.

If you are interested in serving
on the Big Pine Cemetery Dis-
trict Board of Trustees, please
submit your request for ap-
pointment to the Clerk of the
Board of Supervisors at P.O.
Drawer N, Independence, CA
93526 or dellis@inyocounty.us.
In order for your request for ap-
pointment to be considered, it
must be received on or before
5:00 p.m. Wednesday, August
28, 2019. (IR 08.17.2019
#19929)



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: September 10, 2019

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Minutes of Board of Supervisors Meetings

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meetings of August 27, 2019 and September 3, 2019, and the Budget Hearings of September 3, 2019.

SUMMARY/JUSTIFICATION:

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 9/5/2019
Final Approval - 9/5/2019



County of Inyo



Health & Human Services

TIMED ITEMS - ACTION REQUIRED

MEETING: September 10, 2019

FROM:

SUBJECT: Consider and potentially introduce and waive further reading of a proposed ordinance amending Section 2.50.60 of the County Code to add language that would allow the Board to appoint one alternate community member to the Children and Families Commission (First 5).

RECOMMENDED ACTION:

HEALTH & HUMAN SERVICES - 11 A.M. - Request Board approve an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.50.060 of the Inyo County Code, Pertaining to the Membership of the Children and Families Commission."

SUMMARY/JUSTIFICATION:

At the October 10, 2017 meeting, the Board amended County Code to allow an alternate Board of Supervisors member to be appointed to the First 5 Commission. The First 5 Commission has proposed the idea of adding an alternate community member and has amended their bylaws to permit the inclusion of an alternate community member. First 5 believes that an alternative community member would assist its operations by ensuring that a fully staffed Commission is available at Commission meetings and by helping First 5 to achieve a quorum at certain Commission meetings. In order to add an alternate community member, Inyo County Code section 2.50.060, pertaining to First 5 membership, must be amended.

First 5 therefore proposes to amend section 2.50.060 as follows (additions are in italics):

Inyo County Code section 2.50.060 Membership

The Commission shall consist of seven primary members and two alternate members, who may participate in all Commission meetings but may only cast votes in the event the primary member is absent from a Commission meeting. The membership shall consist of one member of the Board of Supervisors, and one alternate member of the Board of Supervisors, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140(a)(1)(A)(i), and four members who represent any of the following categories *and one alternate member from these categories:*

- a) Recipient of project services included in the County strategic plan
- b) Educators specializing in early childhood development

- c) Representatives of a local child care resource or referral agency, or a local child care coordinating group
- d) Representatives of a local organization for prevention or early intervention for families at risk;
- e) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- f) Representatives of local school districts; and
- g) Representatives of local medical, pediatric, or obstetric associations or societies.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could: 1) choose not to amend the Code; 2) Revise the proposed ordinance and introduce it as revised; 3) Give other direction to staff; or 4) Take no action.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

1. First 5 Board Alternate Ordinance

APPROVALS:

Darcy Ellis	Created/Initiated - 8/26/2019
Marilyn Mann	Approved - 8/27/2019
Meaghan McCamman	Approved - 8/27/2019
Sharon Wilson	Approved - 8/27/2019
Marshall Rudolph	Approved - 8/27/2019
Marilyn Mann	Approved - 8/28/2019
Rhiannon Baker	Final Approval - 8/30/2019

ORDINANCE 1245

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.50.060 OF THE INYO COUNTY CODE, PERTAINING TO THE MEMBERSHIP OF THE CHILDREN AND FAMILIES COMMISSION

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update the Inyo County Code to permit the inclusion of one alternate community member on the Inyo County Children and Families (“First 5”) Commission.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Health and Safety Code § 130140.

SECTION THREE. FINDINGS.

The addition of an alternate community member to the First 5 Commission will assist First 5 in carrying out its mission by increasing the likelihood that a fully-staffed Commission is available to vote at Commission meetings. The addition of one alternate community member will keep the First 5 Commission within the range of five to nine members, as dictated by Health and Safety Code § 130140(a)(1)(A).

SECTION SIX. SECTION 2.50.060 OF THE INYO COUNTY CODE AMENDED.

Section 2.50.060 of the Inyo County Code is hereby amended as follows:

The Commission shall consist of seven primary members and two alternate members, who may participate in all Commission meetings but may only cast votes in the event the primary member is absent from a Commission meeting. The membership shall consist of one member of the Board of Supervisors, and one alternate member of the Board of Supervisors, the health and human services department director or his/her designee, one designee of the health and human services director from persons listed at Health & Safety Code Section 130140(a)(1)(A)(i), and four members who represent any of the following categories and one alternate member from these categories:

- a) Recipient of project services included in the County strategic plan
- b) Educators specializing in early childhood development
- c) Representatives of a local child care resource or referral agency, or a local child care coordinating group
- d) Representatives of a local organization for prevention or early intervention for families at risk;

- e) Representatives of community-based organizations that have the goal of promoting nurturing and early childhood development;
- f) Representatives of local school districts; and
- g) Representatives of local medical, pediatric, or obstetric associations or societies.

SECTION SEVEN. SEVERABILITY.

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

SECTION EIGHT. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2019, by the following vote:

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

 RICK PUCCI, Chairperson
 Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

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



County of Inyo



Treasurer/Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: September 10, 2019

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for Quarter Ending March 31, 2019

RECOMMENDED ACTION:

Request Board review Treasury Status Report for the Quarter Ending March 31, 2019 and direct any questions to the County Treasurer.

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy;
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. TREASURER'S REPORT FOR QUARTER ENDING 3-31-2019

APPROVALS:

Alisha McMurtrie
Darcy Ellis
Alisha McMurtrie

Created/Initiated - 8/17/2019
Approved - 8/20/2019
Final Approval - 8/20/2019

ALISHA MCMURTRIE
TREASURER-TAX COLLECTOR
(P) 760-878-0312
(F) 760-878-0311
inyottc@inyocounty.us



COUNTY OF INYO
TREASURER-TAX COLLECTOR

JOEY PETERSON
ASSISTANT TREASURER-
TAX COLLECTOR

MOANA CHAPMAN
OFFICE TECHNICIAN III

FABIOLA ISIDRO
OFFICE TECHNICIAN III

CHERIE LABRAQUE
OFFICE TECHNICIAN III

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: March 31, 2019
DATE: August 18, 2019

The following status report of the County Treasury as of 3/30/2019 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets.

The attached securities holdings report reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 619 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:3/31/2019 was \$6,934,491.13 (Principal: \$4,222,649.00 + Interest = \$2,824,960.28 less Fees:\$-113,118.15)

C: Members of the Inyo County Treasury Oversight Committee



TREASURER'S DAILY RECONCILIATION

For the Business Day of:

3/28/2019 - @

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"	\$	140,362,083.30
Deposit Authorizations	\$	276,882.88
Checks Paid on: 08/16/19	\$	(311,253.52)
Outgoing Debits:		(3,843,418.81) SEE ATTACHED EXHIBIT A FOR OUTGOING WIRE DETAIL
Ending "Claim on Cash in Treasury"	\$	136,484,293.85

TREASURER BALANCES:

CASH ON HAND:

Drawer	\$	308.91
Vault	\$	18,330.00
Tax 1	\$	-

REMOTE DEPOSIT ON HAND:

Date:	3/27/2019	\$	66,774.75
Date:	3/28/2019	\$	63,727.89
Date:	3/29/2019	\$	3,574.40

BANK ACCOUNTS:

Union Bank - General Account.	\$	1,343,009.10
Eastern Sierra Community Bank - Gen	\$	1,000,000.00
El Dorado #2107 - Directs Account	\$	12,111.84
El Dorado #9703 - Cash Account	\$	80,092.15

INVESTMENTS:

		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$ 8,250,000.00	6.04%	50,000,000
UBS Money Market	\$ 2,500,000.00	1.83%	of 10.00%
Local Agencies	\$ 1,097,734.10	0.80%	of 100.00%
Federal Agencies	\$ 86,749,214.00	63.56%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ 9,884,101.56	7.24%	of 100.00%
Commercial Paper	\$ 5,876,931.11	4.31%	of 15.00%
Corporate Obligation	\$ 3,642,126.53	2.67%	of 30.00%
CDs	\$ 15,591,000.00	11.42%	of 30.00%

NOTES

Maturities > 1 Year	\$	65,467,148.37	47.97% of 60.00%
---------------------	----	---------------	------------------

GRAND TOTAL TREASURY BALANCE: \$ 136,179,036.34

Treasury Over/Short: \$ (305,257.51)

Explanation:	\$	40.77	3/26/19 Remote Deposit Correction
	\$	245,000.00	3/29/19 CD Maturity-CUSIP 549103SU4
	\$	248,000.00	3/29/19 CD Maturity-CUSIP 31909PAX9
		(86,497.87)	ACH-Aud/PY-PERS/CLSC 20-Misc
		(30,792.38)	ACH-Aud/PY-PERS/CLSC 21-Safety
		(5,502.19)	ACH-Aud/PY-PERS/PEPRA-Safety
		(53,805.77)	ACH-Aud/PY-PERS/PEPRA-Misc
		(9,178.88)	ACH-Aud/PY-PERS/SIP 457
		(2,006.17)	ACH-Aud/PY-PERS/Pioneer Cem

\$ 305,257.51

EXHIBIT A

Outgoing Debit Detail

Outgoing TXR-Aud/Court Facilities	(\$22,076.25)
Outgoing TXR-Aud-TC31	(\$133,590.38)
ACH-Aud/PY-State Tx-Olancha CSD	(\$10.00)
ACH-Aud/PY-State Tx-Mt. Whitney Ce	(\$11.60)
ACH-Aud/PY-State Tx-LP Fire	(\$20.27)
ACH-Aud/PY-State Tx-So Inyo Fire	(\$26.24)
ACH-Aud/PY-State Tx-Indy Fire	(\$30.00)
ACH-Aud/PY-State Tx-Indy Cem	(\$37.04)
ACH-Aud/PY-State Tx-BP Fire	(\$50.00)
ACH-Aud/PY-FED Tax-BP Cemetery	(\$132.36)
ACH-Aud/PY-State Tx-LP CSD	(\$151.09)
ACH-Aud/PY-FED Tax-Indy Fire	(\$311.11)
ACH-Aud/PY-EFT-Spec Dist	(\$375.00)
ACH-Aud/PY-FED Tax-BP Fire	(\$512.03)
ACH-Aud/PY-FED Tax-Mt. Whitney Ce	(\$607.46)
ACH-Aud/PY-State Tx-Pioneer Cem	(\$688.93)
ACH-Aud/PY-FED Tax-So Inyo Fire	(\$717.79)
ACH-Aud/PY-FED Tax-Indep Cem	(\$720.17)
ACH-Aud-CASDU	(\$849.21)
ACH-Aud/PY-FED Tax-Sierra Highland	(\$862.58)
ACH-Aud/PY-FED Tax-Olancha CSD	(\$955.35)
ACH-ICOE-State Tax-The Ed Corp	(\$1,131.24)
ACH-Aud/PY-FED Tax-LP Fire	(\$1,266.02)
ACH-ICOE-State Tax-College Bridge Ac	(\$1,557.11)
ACH-Aud/PY-FED Tax-LP CSD	(\$1,668.22)
ACH-ICOE-State Tax-The Ed Corp	(\$3,479.49)
ACH-ICOE-State Tax-College Bridge Ac	(\$4,207.71)
ACH-ICOE-FED Tax-Youthbuild Charte	(\$4,707.32)
ACH-Aud/PY-FED Tax-Pioneer Cem	(\$4,942.40)
ACH-ICOE-FED Tax-Youthbuild Charte	(\$16,272.22)
ACH-Aud/PY-EFT-Spec Dist	(\$26,296.94)
ACH-ICOE-FED Tax-LA Ed Corps	(\$34,777.67)
ACH-Aud/PY-State Tx-County	(\$44,945.90)
ACH-ICOE-State Tax-ICOE	(\$61,006.24)
ACH-ICOE-FED Tax-Youthbuild Charte	(\$81,057.22)
ACH-Aud/PY-FED Tax-County	(\$263,876.73)
ACH-ICOE-State Tax-ICOE	(\$315,569.06)
ACH-Aud/PY-EFT-County	(\$759,347.05)
ACH-ICOE-PY EFT File	(\$1,866,792.15)
ACH-Aud/PY-PERS/CLSC 20-Misc	(\$86,497.87)
ACH-Aud/PY-PERS/CLSC 21-Safety	(\$30,792.38)
ACH-Aud/PY-PERS/PEPRA-Safety	(\$5,502.19)
ACH-Aud/PY-PERS/PEPRA-Misc	(\$53,805.77)
ACH-Aud/PY-PERS/SIP 457	(\$9,178.88)
ACH-Aud/PY-PERS/Pioneer Cem	(\$2,006.17)
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL	(\$3,843,418.81)

TREASURER'S DAILY RECONCILIATION

For the Business Day of

3/29/2019

Prepared and attached by: Moana Chapman



Holdings - Reporting as of Trade Date

Account: 6736305280 - COUNTY OF INYO

As of: 31-Mar-2019

Asset Type	Asset Name	CUSIP	ISIN	Shares/Units	Price	Date Priced	Cost Basis	Market Value	Net Unrealized Gain/Loss	Trade
Cash & Cash Equivalents	CASH			3,000,000.0000	\$1.0000 USD		\$3,000,000.00 USD	\$3,000,000.00 USD	\$0.00 USD	
Cash & Cash Equivalents	NATIXIS NY DC/P 7/26/19	63873KUS4		4,000,000.0000	99.178%	29-Mar-2019	\$3,916,653.33 USD	\$3,967,120.00 USD	\$50,466.67 USD	
Cash & Cash Equivalents	TOYOTA MTR CRED DC/P 8/28/19	89233HVU5		2,000,000.0000	98.940%	29-Mar-2019	\$1,960,277.78 USD	\$1,978,800.00 USD	\$18,522.22 USD	
Government Obligations	FEDERAL FARM CR 3.130% 10/12/21	3133EJG45	US3133EJG456	3,000,000.0000	100.014%	29-Mar-2019	\$3,000,000.00 USD	\$3,000,420.00 USD	\$420.00 USD	
Government Obligations	FEDERAL FARM CR BKS 2.720% 11/08/21	3133EJ7K9	US3133EJ7K95	2,000,000.0000	100.021%	29-Mar-2019	\$2,000,000.00 USD	\$2,000,420.00 USD	\$420.00 USD	
Government Obligations	FEDERAL FARM CR BKS 2.730% 9/19/22	3133EKDR4	US3133EKDR42	2,000,000.0000	100.006%	29-Mar-2019	\$2,000,000.00 USD	\$2,000,120.00 USD	\$120.00 USD	
Government Obligations	FEDERAL FARM CR BKS 2.750% 5/26/20	3133EJW88	US3133EJW883	3,775,000.0000	100.439%	29-Mar-2019	\$3,775,000.00 USD	\$3,791,572.25 USD	\$16,572.25 USD	
Government Obligations	FEDERAL FARM CR BKS 2.760% 5/05/20	3133EJQ51	US3133EJQ513	3,000,000.0000	100.434%	29-Mar-2019	\$3,000,000.00 USD	\$3,013,020.00 USD	\$13,020.00 USD	
Government Obligations	FEDERAL FARM CR BKS 2.800% 12/17/21	3133EJ3B3	US3133EJ3B33	5,000,000.0000	101.240%	29-Mar-2019	\$5,000,000.00 USD	\$5,062,000.00 USD	\$62,000.00 USD	
Government Obligations	FEDERAL FARM CR BKS 3.010% 1/17/23	3133EJ4T3	US3133EJ4T32	3,000,000.0000	100.006%	29-Mar-2019	\$3,000,000.00 USD	\$3,000,180.00 USD	\$180.00 USD	
Government Obligations	FEDERAL HOME LN BK 3.000% 1/29/24	3130AFNZ6	US3130AFNZ69	2,000,000.0000	100.180%	29-Mar-2019	\$2,000,000.00 USD	\$2,003,600.00 USD	\$3,600.00 USD	
Government Obligations	FEDERAL HOME LN MTG 3.000% 1/30/23	3134GSR56	US3134GSR569	3,000,000.0000	100.193%	29-Mar-2019	\$3,000,000.00 USD	\$3,005,790.00 USD	\$5,790.00 USD	
Government Obligations	FFCB BD 4/23/20	2.500% 3133EJMA4	US3133EJMA43	2,000,000.0000	100.008%	29-Mar-2019	\$2,000,000.00 USD	\$2,000,160.00 USD	\$160.00 USD	
Government Obligations	FFCB BDS 7/01/19	0.950% 3133EGJCO	US3133EGJCO7	3,000,000.0000	99.653%	29-Mar-2019	\$3,000,000.00 USD	\$2,989,590.00 USD	(\$10,410.00) USD	
Government Obligations	FFCB BDS 7/13/20	1.190% 3133EGLB9	US3133EGLB95	2,000,000.0000	98.538%	29-Mar-2019	\$1,999,000.00 USD	\$1,970,760.00 USD	(\$28,240.00) USD	
Government Obligations	FFCB BDS 11/25/19	1.300% 3133EGBK0	US3133EGBK05	2,000,000.0000	99.320%	29-Mar-2019	\$1,997,000.00 USD	\$1,986,400.00 USD	(\$10,600.00) USD	
Government Obligations	FFCB BDS 5/18/20	1.420% 3133EGAX3	US3133EGAX35	1,000,000.0000	98.964%	29-Mar-2019	\$999,490.00 USD	\$989,640.00 USD	(\$9,850.00) USD	
Government Obligations	FFCB BDS 9/12/22	2.000% 3133EHXZ1	US3133EHXZ19	3,000,000.0000	98.945%	29-Mar-2019	\$3,000,000.00 USD	\$2,968,350.00 USD	(\$31,650.00) USD	
Government Obligations	FFCB BDS 7/12/22	2.150% 3133EHQZ9	US3133EHQZ91	2,000,000.0000	99.475%	29-Mar-2019	\$2,000,000.00 USD	\$1,989,500.00 USD	(\$10,500.00) USD	
Government Obligations	FFCB BDS 9/28/22	2.150% 3133EHA78	US3133EHA784	3,000,000.0000	99.430%	29-Mar-2019	\$3,000,000.00 USD	\$2,982,900.00 USD	(\$17,100.00) USD	
Government Obligations	FFCB BDS 2/14/22	2.730% 3133EJCG2	US3133EJCG23	2,000,000.0000	100.001%	29-Mar-2019	\$2,000,000.00 USD	\$2,000,020.00 USD	\$20.00 USD	
Government Obligations	FFCB BDS 4/10/23	2.970% 3133EJKK4	US3133EJKK43	2,000,000.0000	100.007%	29-Mar-2019	\$1,999,500.00 USD	\$2,000,140.00 USD	\$640.00 USD	
Government Obligations	FHLB BDS 4/13/20	1.600% 3130AB3F1	US3130AB3F14	1,000,000.0000	99.144%	29-Mar-2019	\$1,000,000.00 USD	\$991,440.00 USD	(\$8,560.00) USD	
Government Obligations	FHLB BDS 1/29/21	2.200% 3130ADC26	US3130ADC262	2,000,000.0000	99.391%	29-Mar-2019	\$2,000,000.00 USD	\$1,987,820.00 USD	(\$12,180.00) USD	
Government Obligations	FHLB BDS S/U 9/30/21	1.350% 3130A9DH1	US3130A9DH14	3,000,000.0000	99.236%	29-Mar-2019	\$3,000,000.00 USD	\$2,977,080.00 USD	(\$22,920.00) USD	
Government Obligations	FHLB BDS S/U 2/27/23	2.500% 3130ADNL2	US3130ADNL26	2,000,000.0000	100.055%	29-Mar-2019	\$2,000,000.00 USD	\$2,001,100.00 USD	\$1,100.00 USD	
Government Obligations	FHLB CONS BD 1.875% 11/29/21	3130AABG2	US3130AABG20	2,000,000.0000	98.936%	29-Mar-2019	\$1,977,324.00 USD	\$1,978,720.00 USD	\$1,396.00 USD	
Government Obligations	FHLMC MTN 12/22/20	1.700% 3134GBSA1	US3134GBSA18	2,000,000.0000	98.848%	29-Mar-2019	\$2,000,000.00 USD	\$1,976,960.00 USD	(\$23,040.00) USD	
Government Obligations	FHLMC MTN 10/27/21	2.000% 3134GBWK4	US3134GBWK44	3,000,000.0000	99.091%	29-Mar-2019	\$3,000,000.00 USD	\$2,972,730.00 USD	(\$27,270.00) USD	
Government Obligations	FHLMC MTN 11/24/21	2.020% 3134GBMX7	US3134GBMX74	1,020,000.0000	98.871%	29-Mar-2019	\$1,020,000.00 USD	\$1,008,484.20 USD	(\$11,515.80) USD	
Government Obligations	FHLMC MTN S/U 1.000% 4/24/20	3134GBGD8	US3134GBGD84	2,000,000.0000	99.534%	29-Mar-2019	\$1,998,000.00 USD	\$1,990,680.00 USD	(\$7,320.00) USD	
Government Obligations	FHLMC MTN S/U 1.500% 6/15/22	3134GBRV6	US3134GBRV63	1,000,000.0000	99.956%	29-Mar-2019	\$1,000,000.00 USD	\$999,560.00 USD	(\$440.00) USD	



Holdings - Reporting as of Trade Date

Account: 6736305280 - COUNTY OF INYO

As of: 31-Mar-2019

Asset Type	Asset Name	CUSIP	ISIN	Shares/Units	Price	Date Priced	Cost Basis	Market Value	Net Unrealized Gain/Loss	Trade
Government Obligations	FHLMC NTS 11/26/19	1.350%	3134G9KW6	US3134G9KW64	1,000,000.0000	99.248%	29-Mar-2019	\$1,000,000.00 USD	\$992,480.00 USD	(\$7,520.00) USD
Government Obligations	FHLMC NTS 2/23/23	2.850%	3134GSDH5	US3134GSDH50	2,000,000.0000	100.031%	29-Mar-2019	\$2,000,000.00 USD	\$2,000,620.00 USD	\$620.00 USD
Government Obligations	FNMA BDS 5/24/19	1.150%	3136G2YF8	US3136G2YF87	2,000,000.0000	99.808%	29-Mar-2019	\$2,000,000.00 USD	\$1,996,160.00 USD	(\$3,840.00) USD
Government Obligations	FNMA NT 10/28/19	1.250%	3135G0Q71	US3135G0Q712	2,000,000.0000	99.308%	29-Mar-2019	\$2,000,000.00 USD	\$1,986,160.00 USD	(\$13,840.00) USD
Government Obligations	FNMA NT 11/26/19	1.400%	3136G2YA9	US3136G2YA90	2,000,000.0000	99.337%	29-Mar-2019	\$2,000,000.00 USD	\$1,986,740.00 USD	(\$13,260.00) USD
Government Obligations	FNMA NT 5/28/21	1.500%	3136G3PR0	US3136G3PR00	2,000,000.0000	98.363%	29-Mar-2019	\$2,000,000.00 USD	\$1,967,260.00 USD	(\$32,740.00) USD
Government Obligations	FNMA NTS 5/06/21	1.250%	3135G0K69	US3135G0K699	2,000,000.0000	97.841%	29-Mar-2019	\$1,983,900.00 USD	\$1,956,820.00 USD	(\$27,080.00) USD
Government Obligations	FNMA NTS 7/27/21	1.550%	3136G3H24	US3136G3H243	6,000,000.0000	98.356%	29-Mar-2019	\$6,000,000.00 USD	\$5,901,360.00 USD	(\$98,640.00) USD
Government Obligations	US TREAS NTS 0.750% 7/15/19		912828S43	US912828S430	5,000,000.0000	99.496%	29-Mar-2019	\$4,933,007.81 USD	\$4,974,800.00 USD	\$41,792.19 USD
Government Obligations	US TREAS NTS 1.500% 7/15/20		912828J8	US912828J899	2,000,000.0000	98.887%	29-Mar-2019	\$1,964,687.50 USD	\$1,977,740.00 USD	\$13,052.50 USD
Corporate Obligations	AMERICAN EXP CEN C/D 2.450% 4/05/22		02587DN38	US02587DN381	248,000.0000	98.695%	29-Mar-2019	\$248,000.00 USD	\$244,763.60 USD	(\$3,236.40) USD
Corporate Obligations	AMERICAN ST BK C/D 1.450% 2/05/20		029728AT9	US029728AT98	245,000.0000	99.147%	29-Mar-2019	\$245,000.00 USD	\$242,910.15 USD	(\$2,089.85) USD
Corporate Obligations	AMEX CENTRN C/D 1.950% 5/07/20		02587DXT0	US03698DXT02	245,000.0000	99.406%	29-Mar-2019	\$245,000.00 USD	\$243,544.70 USD	(\$1,455.30) USD
Corporate Obligations	APEX BK CAMDEN TN C/D 1.500% 10/12/21		03753XAQ3	US03753XAQ34	248,000.0000	97.271%	29-Mar-2019	\$248,000.00 USD	\$241,232.08 USD	(\$6,767.92) USD
Corporate Obligations	BANK HAPOLIM C/D 2.050% 1/15/21		06251AL40	US06251AL406	245,000.0000	99.287%	29-Mar-2019	\$245,000.00 USD	\$243,253.15 USD	(\$1,746.85) USD
Corporate Obligations	BARCLAYS BK C/D 2.200% 9/16/20		06740KJK4	US06740KJK43	248,000.0000	99.686%	29-Mar-2019	\$248,000.00 USD	\$247,221.28 USD	(\$778.72) USD
Corporate Obligations	BELMONT SVGS BK C/D 2.150% 3/21/22		080515BV0	US080515BV02	248,000.0000	98.308%	29-Mar-2019	\$248,000.00 USD	\$243,803.84 USD	(\$4,196.16) USD
Corporate Obligations	BENEFICIAL MUT C/D 1.250% 4/27/20		08173QBP0	US08173QBP00	248,000.0000	99.018%	29-Mar-2019	\$248,000.00 USD	\$245,564.64 USD	(\$2,435.36) USD
Corporate Obligations	BMW BK N.A. SL C/D 2.250% 12/18/20		05580ADM3	US05580ADM36	245,000.0000	99.563%	29-Mar-2019	\$245,000.00 USD	\$243,929.35 USD	(\$1,070.65) USD
Corporate Obligations	BRIDGEWATER BK C/D 1.500% 8/17/20		108622ET4	US108622ET44	248,000.0000	98.679%	29-Mar-2019	\$248,000.00 USD	\$244,723.92 USD	(\$3,276.08) USD
Corporate Obligations	CAPITAL ONE BK C/D 2.250% 7/01/20		140420SX9	US140420SX98	248,000.0000	99.537%	29-Mar-2019	\$248,000.00 USD	\$246,851.76 USD	(\$1,148.24) USD
Corporate Obligations	CAPITAL ONE C/D 2.300% 7/15/20		14042E4P2	US14042E4P22	248,000.0000	99.651%	29-Mar-2019	\$248,000.00 USD	\$247,134.48 USD	(\$865.52) USD
Corporate Obligations	CAROLINA ALLIANCE C/D 1.200% 6/24/19		14376RAT4	US14376RAT41	248,000.0000	99.727%	29-Mar-2019	\$248,000.00 USD	\$247,322.96 USD	(\$677.04) USD
Corporate Obligations	CARROLL CNTY ST C/D 1.200% 8/12/20		145087AH5	US145087AH59	248,000.0000	98.367%	29-Mar-2019	\$248,000.00 USD	\$243,950.16 USD	(\$4,049.84) USD
Corporate Obligations	CIT BANK SLC UT C/D 2.300% 6/30/20		17284DDN9	US17284DDN93	248,000.0000	99.783%	29-Mar-2019	\$248,000.00 USD	\$247,461.84 USD	(\$538.16) USD
Corporate Obligations	CITIBANK NATIONAL 3.400% 1/09/24		17312QZ36	US17312QZ367	245,000.0000	102.059%	29-Mar-2019	\$245,000.00 USD	\$250,044.55 USD	\$5,044.55 USD
Corporate Obligations	COMMERCIAL BK C/D 1.750% 5/29/20		201282HB9	US201282HB94	245,000.0000	99.164%	29-Mar-2019	\$245,000.00 USD	\$242,951.80 USD	(\$2,048.20) USD
Corporate Obligations	COMMUNITY FINL C/D 1.600% 2/17/21		20364ABA2	US20364ABA25	248,000.0000	98.428%	29-Mar-2019	\$248,000.00 USD	\$244,101.44 USD	(\$3,898.56) USD
Corporate Obligations	CONTINENTAL BK C/D 1.100% 1/29/20		211163FQ8	US211163FQ84	248,000.0000	98.875%	29-Mar-2019	\$248,000.00 USD	\$245,210.00 USD	(\$2,790.00) USD
Corporate Obligations	DISCOVER BK C/D 1.750% 11/02/21		254672M39	US254672M399	245,000.0000	97.074%	29-Mar-2019	\$245,000.00 USD	\$237,831.30 USD	(\$7,168.70) USD
Corporate Obligations	EAST BOSTON SVGS C/D 1.700% 8/23/19		27113PAK7	US27113PAK75	248,000.0000	99.725%	29-Mar-2019	\$248,000.00 USD	\$247,318.00 USD	(\$682.00) USD
Corporate Obligations	EVERBK JACKSONVILL CD 2.050% 8/28/20		29976DA59	US29976DA598	248,000.0000	99.417%	29-Mar-2019	\$248,000.00 USD	\$246,554.16 USD	(\$1,445.84) USD
Corporate Obligations	EVERGREEN BK GROUP		300185FM2	US300185FM26	248,000.0000	98.990%	29-Mar-2019	\$248,000.00 USD	\$245,495.20 USD	(\$2,504.80) USD



Holdings - Reporting as of Trade Date

Account: 6736305280 - COUNTY OF INYO

As of: 31-Mar-2019

Asset Type	Asset Name	CUSIP	ISIN	Shares/Units	Price	Date Priced	Cost Basis	Market Value	Net Unrealized Gain/Loss	Trade
	CD1.800% 5/29/20									
Corporate Obligations	FIRST BUS BK C/D 1.450% 5/28/19	31938QL69	US31938QL692	248,000.0000	99.856%	29-Mar-2019	\$248,000.00 USD	\$247,642.88 USD	(\$357.12) USD	
Corporate Obligations	FIRST BUSINESS BK C/ 1.600% 1/21/20	31938QR30	US31938QR301	245,000.0000	99.311%	29-Mar-2019	\$245,000.00 USD	\$243,311.95 USD	(\$1,688.05) USD	
Corporate Obligations	FIRST SOURCE BK C/D 1.800% 2/28/20	33646CFN9	US33646CFN92	248,000.0000	99.767%	29-Mar-2019	\$248,000.00 USD	\$247,422.16 USD	(\$577.84) USD	
Corporate Obligations	FIRST SVC BK GREEN CD1.500% 11/12/20	33640VBG2	US33640VBG23	248,000.0000	98.471%	29-Mar-2019	\$248,000.00 USD	\$244,208.08 USD	(\$3,791.92) USD	
Corporate Obligations	FIRST TECHNOLOGY 3.600% 1/09/24	33715LDF4	US33715LDF40	249,000.0000	100.927%	29-Mar-2019	\$249,000.00 USD	\$251,308.23 USD	\$2,308.23 USD	
Corporate Obligations	GOLDMAN SACHS BK C/D 1.900% 5/06/20	38148JSU6	US38148JSU69	248,000.0000	99.371%	29-Mar-2019	\$248,000.00 USD	\$246,440.08 USD	(\$1,559.92) USD	
Corporate Obligations	GUARANTY ST BK & TR 1.600% 6/30/20	401228AW1	US401228AW16	245,000.0000	99.512%	29-Mar-2019	\$245,000.00 USD	\$243,804.40 USD	(\$1,195.60) USD	
Corporate Obligations	HSBC BANK USA C/D S/U 12/09/20	40434AE62	US40434AE625	248,000.0000	100.186%	29-Mar-2019	\$248,000.00 USD	\$248,461.28 USD	\$461.28 USD	
Corporate Obligations	IBM SR GLBL NT 2.250% 2/19/21	459200JF9	US459200JF91	1,000,000.0000	99.157%	29-Mar-2019	\$1,003,600.00 USD	\$991,570.00 USD	(\$12,030.00) USD	
Corporate Obligations	INVESTORS CMNTY BK 1.800% 2/26/21	46147USN1	US46147USN18	248,000.0000	98.781%	29-Mar-2019	\$248,000.00 USD	\$244,976.88 USD	(\$3,023.12) USD	
Corporate Obligations	IOWA ST BK C/D 1.550% 7/29/20	46256YAH2	US46256YAH27	245,000.0000	99.589%	29-Mar-2019	\$245,000.00 USD	\$243,993.05 USD	(\$1,006.95) USD	
Corporate Obligations	IRQUOIS FED SVGS C/ 1.600% 8/12/20	46355PBV9	US46355PBV94	248,000.0000	98.827%	29-Mar-2019	\$248,000.00 USD	\$245,090.96 USD	(\$2,909.04) USD	
Corporate Obligations	JEFFERSON FINL C/D 2.200% 11/22/21	474067AJ4	US474067AJ48	248,000.0000	98.865%	29-Mar-2019	\$248,000.00 USD	\$245,185.20 USD	(\$2,814.80) USD	
Corporate Obligations	JPMORGAN CHASE BK CD 2.350% 2/28/22	48126XYN9	US48126XYN91	248,000.0000	98.947%	29-Mar-2019	\$248,000.00 USD	\$245,388.56 USD	(\$2,611.44) USD	
Corporate Obligations	JPMORGAN CHASE C/D 1.800% 11/18/21	48126XLB9	US48126XLB90	248,000.0000	97.063%	29-Mar-2019	\$248,000.00 USD	\$240,716.24 USD	(\$7,283.76) USD	
Corporate Obligations	KS STATEBANK C/D 1.550% 8/19/20	50116CAJ8	US50116CAJ80	248,000.0000	99.383%	29-Mar-2019	\$248,000.00 USD	\$246,469.84 USD	(\$1,530.16) USD	
Corporate Obligations	LCA BK CORP PK C/D 1.650% 11/25/19	501798HN5	US501798HN58	248,000.0000	99.713%	29-Mar-2019	\$248,000.00 USD	\$247,288.24 USD	(\$711.76) USD	
Corporate Obligations	LUBBOCK NATL BK C/D 1.550% 7/29/20	549152CM6	US549152CM61	245,000.0000	99.457%	29-Mar-2019	\$245,000.00 USD	\$243,669.65 USD	(\$1,330.35) USD	
Corporate Obligations	MAPLE CITY SVGS C/D 1.500% 12/07/20	56511PAC2	US56511PAC23	248,000.0000	98.411%	29-Mar-2019	\$248,000.00 USD	\$244,059.28 USD	(\$3,940.72) USD	
Corporate Obligations	MARLIN BUSINESS C/D 1.100% 4/29/19	57116ALN6	US57116ALN62	248,000.0000	99.925%	29-Mar-2019	\$248,000.00 USD	\$247,814.00 USD	(\$186.00) USD	
Corporate Obligations	MB FINL BK NA C/D 1.400% 6/03/19	55266CPU4	US55266CPU44	248,000.0000	99.915%	29-Mar-2019	\$248,000.00 USD	\$247,789.20 USD	(\$210.80) USD	
Corporate Obligations	MERCANTIL COMMERCE CD1.650% 6/24/21	58733ACY3	US58733ACY38	248,000.0000	98.004%	29-Mar-2019	\$248,000.00 USD	\$243,049.92 USD	(\$4,950.08) USD	
Corporate Obligations	MORGAN STANLEY BK CD 2.650% 2/08/23	61747MJ77	US61747MJ776	248,000.0000	99.225%	29-Mar-2019	\$248,000.00 USD	\$246,078.00 USD	(\$1,922.00) USD	
Corporate Obligations	MOUNTAIN AMER FED C/D 2.40% 11/30/22	62384RAD8	US62384RAD89	248,000.0000	98.476%	29-Mar-2019	\$248,000.00 USD	\$244,220.48 USD	(\$3,779.52) USD	
Corporate Obligations	ORRSTOWN BK C/D 2.000% 8/28/20	687377DS7	US687377DS79	248,000.0000	99.348%	29-Mar-2019	\$248,000.00 USD	\$246,383.04 USD	(\$1,616.96) USD	
Corporate Obligations	PNC FINL SERV 2.600% 7/21/20	69353RES3	US69353RES31	1,000,000.0000	99.915%	29-Mar-2019	\$1,027,646.53 USD	\$999,150.00 USD	(\$28,496.53) USD	
Corporate Obligations	PRIVATEBANK & TC C/D 1.100% 5/06/19	74267GVC8	US74267GVC85	248,000.0000	99.906%	29-Mar-2019	\$248,000.00 USD	\$247,766.88 USD	(\$233.12) USD	
Corporate Obligations	PRIVATEBANK & TC C/D 1.500% 5/26/21	74267GVC9	US74267GVC99	248,000.0000	98.119%	29-Mar-2019	\$248,000.00 USD	\$243,335.12 USD	(\$4,664.88) USD	
Corporate Obligations	SALLIE MAE BK C/D 2.000% 12/09/19	795450XF7	US795450XF71	245,000.0000	99.684%	29-Mar-2019	\$245,000.00 USD	\$244,225.80 USD	(\$774.20) USD	
Corporate Obligations	STATE BK INDIA C/D 2.100% 8/19/19	856283ZA7	US856283ZA77	248,000.0000	99.885%	29-Mar-2019	\$248,000.00 USD	\$247,714.80 USD	(\$285.20) USD	
Corporate Obligations	STATE BK INDIA YC/D 2.350% 2/24/22	856284J8	US856284J899	248,000.0000	98.962%	29-Mar-2019	\$248,000.00 USD	\$245,425.76 USD	(\$2,574.24) USD	
Corporate Obligations	STEARNS BK NA ST C/D	857894TA7	US857894TA74	248,000.0000	99.217%	29-Mar-2019	\$248,000.00 USD	\$246,058.16 USD	(\$1,941.84) USD	



Holdings - Reporting as of Trade Date

Account: 6736305280 - COUNTY OF INYO

As of: 31-Mar-2019

Asset Type	Asset Name	CUSIP	ISIN	Shares/Units	Price	Date Priced	Cost Basis	Market Value	Net Unrealized Gain/Loss	Trade
	1.600% 2/26/20									
Corporate Obligations	SYNCHRONY BK C/D 1.900% 4/24/20	87165FGF5	US87165FGF53	248,000.0000	99.493%	29-Mar-2019	\$248,000.00 USD	\$246,742.64 USD	(\$1,257.36) USD	
Corporate Obligations	TEXAS EXCHANGE BK C/D 1.700% 11/30/21	88241TAV2	US88241TAV26	248,000.0000	97.542%	29-Mar-2019	\$248,000.00 USD	\$241,904.16 USD	(\$6,095.84) USD	
Corporate Obligations	UBS BK USA SALT C/D 1.650% 6/07/21	90348JAR1	US90348JAR14	248,000.0000	98.068%	29-Mar-2019	\$248,000.00 USD	\$243,208.64 USD	(\$4,791.36) USD	
Corporate Obligations	UMPQUA BANK C/D 2.050% 8/07/19	90421MBM4	US90421MBM47	248,000.0000	99.881%	29-Mar-2019	\$248,000.00 USD	\$247,704.88 USD	(\$295.12) USD	
Corporate Obligations	UNION BK CALIF MTN 2.250% 5/06/19	90520EAF8	US90520EAF88	1,600,000.0000	99.938%	29-Mar-2019	\$1,610,880.00 USD	\$1,599,008.00 USD	(\$11,872.00) USD	
Corporate Obligations	UNION ST BK CLAY C/D 1.900% 3/24/21	908414BK0	US908414BK09	248,000.0000	98.934%	29-Mar-2019	\$248,000.00 USD	\$245,356.32 USD	(\$2,643.68) USD	
Corporate Obligations	UNITED CMNTY BKS C/D 2.050% 3/01/22	90984P5A9	US90984P5A99	248,000.0000	98.103%	29-Mar-2019	\$248,000.00 USD	\$243,295.44 USD	(\$4,704.56) USD	
Corporate Obligations	WASHINGTON TR CO C/D 1.400% 6/04/19	940637HJ3	US940637HJ34	248,000.0000	99.910%	29-Mar-2019	\$248,000.00 USD	\$247,776.80 USD	(\$223.20) USD	
Corporate Obligations	WEBBANK SALT LAKE C/D 1.850% 3/30/20	947547JN6	US947547JN63	248,000.0000	99.374%	29-Mar-2019	\$248,000.00 USD	\$246,447.52 USD	(\$1,552.48) USD	
Corporate Obligations	WELCH ST BK OK C/D 1.050% 8/19/19	949095AY9	US949095AY95	248,000.0000	99.498%	29-Mar-2019	\$248,000.00 USD	\$246,755.04 USD	(\$1,244.96) USD	
Corporate Obligations	WELLS FARGO BK C/D 1.250% 4/30/20	94986TTT4	US94986TTT42	250,000.0000	99.980%	29-Mar-2019	\$250,000.00 USD	\$249,950.00 USD	(\$50.00) USD	
SUBTOTALS										
Cash & Cash Equivalents							\$8,876,931.11 USD	\$8,945,920.00 USD	\$68,988.89 USD	
Government Obligations							\$93,646,909.31 USD	\$93,379,296.45 USD	(\$267,612.86) USD	
Corporate Obligations							\$19,233,126.53 USD	\$19,051,341.92 USD	(\$181,784.61) USD	
TOTALS							\$121,756,966.95 USD	\$121,376,558.37 USD	(\$380,408.58) USD	

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
3/1/2019 to 3/31/2019

Clint Quilter
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 3/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 3/31/2019
OPEB	\$6,852,825.60	\$0.00	\$81,665.53	\$0.00	\$0.00	\$0.00	\$6,934,491.13
Totals	\$6,852,825.60	\$0.00	\$81,665.53	\$0.00	\$0.00	\$0.00	\$6,934,491.13

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
1.19%	8.48%	4.75%	7.65%	5.38%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees



County of Inyo



Treasurer/Tax Collector

CORRESPONDENCE - INFORMATIONAL - NO ACTION REQUIRED

MEETING: September 10, 2019

FROM: Alisha McMurtrie

SUBJECT: Treasury Status Report for Quarter Ending June 30, 2019.

RECOMMENDED ACTION:

Request Board review Treasury Status Report for Quarter Ending June 30, 2019 and direct any questions to the County Treasurer.

SUMMARY/JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- the investments and deposits of the treasury;
- the cost basis and market values of the investments;
- compliance to the County Investment Policy
- the weighted average of the investments; and
- the projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

FINANCING:

N/A

ATTACHMENTS:

1. TREASURY STATUS REPORT FOR QUARTER ENDING 6-30-2019

APPROVALS:

Alisha McMurtrie
Darcy Ellis
Alisha McMurtrie

Created/Initiated - 8/17/2019
Approved - 8/20/2019
Final Approval - 8/20/2019

ALISHA MCMURTRIE
TREASURER-TAX COLLECTOR
(P) 760-878-0312
(F) 760-878-0311
inyottc@inyocounty.us



COUNTY OF INYO
TREASURER-TAX COLLECTOR

JOEY PETERSON
ASSISTANT TREASURER-
TAX COLLECTOR

MOANA CHAPMAN
OFFICE TECHNICIAN III

FABIOLA ISIDRO
OFFICE TECHNICIAN III

CHERIE LABRAQUE
OFFICE TECHNICIAN III

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Alisha McMurtrie, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: June 30, 2019
DATE: August 18, 2019

The following status report of the County Treasury as of 6/30/2019 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets.

The attached securities holdings report reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 573 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of:6/30/2019 was \$7,364,115.30 (Principal: \$4,424,326.00 + Interest = \$3,058,309.55 less Fees:\$-118,520.25)

C: Members of the Inyo County Treasury Oversight Committee



TREASURER'S DAILY RECONCILIATION

For the Business Day of:
8/17/2019

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"	\$ 152,746,485.70	
Deposit Authorizations	\$ 749,832.73	
Checks Paid on: 06/28/19	\$ (75,068.18)	
Account Analysis:		
Outgoing Debits:	\$ (1,634.64)	6/28/19 AUD PY: PERS PIONEER - Classic 969
	\$ (5,676.07)	6/28/19 AUD PY: PERS Safety - PEPR 25015
	\$ (32,191.61)	6/28/19 AUD PY: PERS Safety - Classic 21
	\$ (58,556.96)	6/28/19 AUD PY: PERS Miscell - PEPR 26010
	\$ (87,110.67)	6/28/19 AUD PY: PERS Miscell - Classic 20
	\$ (61,129.52)	6/28/19 ICOE: PERS ICOS
	\$ (123,445.47)	6/28/19 ICOE: PERS ICOS
	\$ (2,809,124.20)	6/28/2019 - SEE ATTACHED EXHIBIT "A" FOR OUTGOING WIRE DETAILS

Ending "Claim on Cash in Treasury" \$ 150,242,381.11

TREASURER BALANCES:

CASH ON HAND:

Drawer	\$316.34
Vault	\$730.00

REMOTE DEPOSIT ON HAND:

Date: 6/27/2019	\$ 408,193.82
Date: 6/28/2019	\$ 13,981.60
Date:	

BANK ACCOUNTS:

Union Bank - General Account.	\$1,917,604.76
Eastern Sierra Community Bank - Gen	\$999,922.59
El Dorado #2107 - Directs Account	\$10,000.00
El Dorado #9703 - Cash Account	\$77,364.41

INVESTMENTS:

		Agency	Limit
Local Agency Investment Fund	\$ 24,750,000.00	15.49%	50,000,000
UBS Money Market	\$ 2,500,000.00	1.67%	of 10.00%
Local Agencies	\$ 633,708.91	0.70%	of 100.00%
Federal Agencies	\$ 84,749,714.00	56.47%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$ 6,897,695.31	4.60%	of 100.00%
Commercial Paper	\$ 11,768,647.78	3.92%	of 15.00%
Corporate Obligation	\$ 2,031,246.53	2.43%	of 30.00%
CDs	\$ 13,853,000.00	10.39%	of 30.00%
Grand TTL Investments	\$ 147,184,012.53		

NOTES

Maturities > 1 Year	\$ 63,364,144.54	42.26%	of 60.00%
---------------------	------------------	--------	-----------

GRAND TOTAL TREASURY BALANCE: \$150,612,126.05

RECONCILIATION

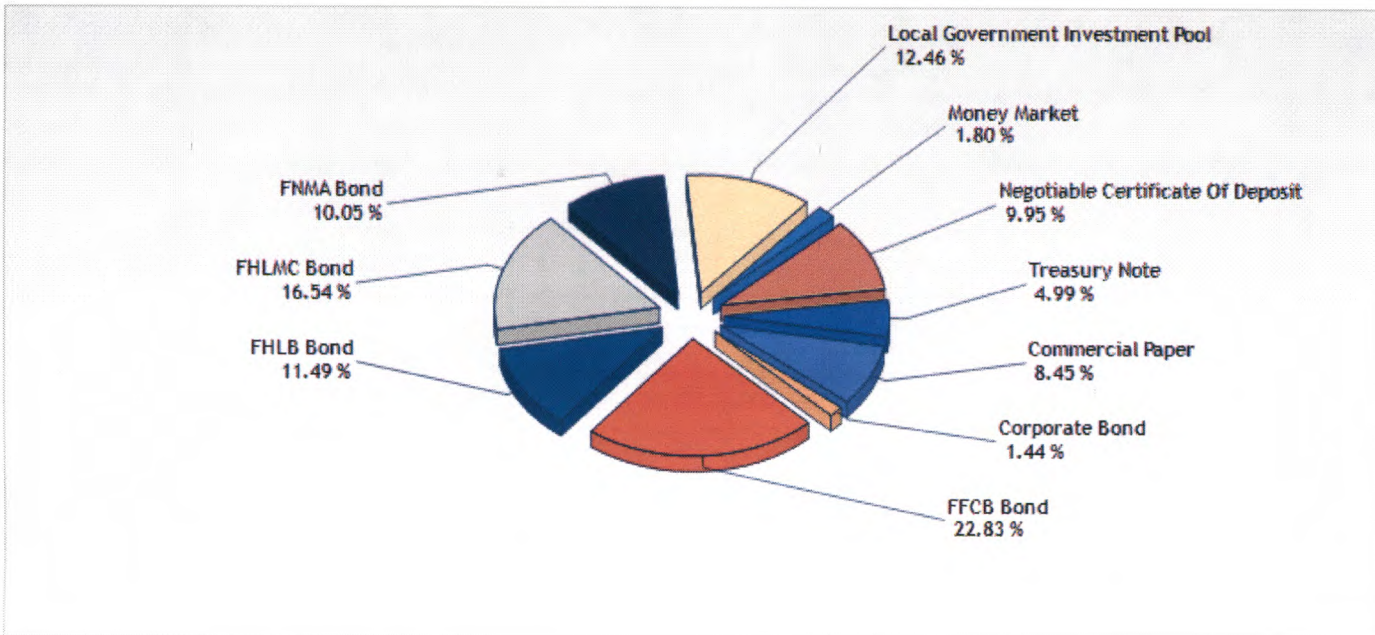
Treasury Over/Short: \$369,744.94

Explanation:	\$ 1,634.64	6/28/19 AUD PY: PERS PIONEER - Classic 969
	\$ 5,676.07	6/28/19 AUD PY: PERS Safety - PEPR 25015
	\$ 32,191.61	6/28/19 AUD PY: PERS Safety - Classic 21
	\$ 58,556.96	6/28/19 AUD PY: PERS Miscell - PEPR 26010
	\$ 87,110.67	6/28/19 AUD PY: PERS Miscell - Classic 20
	\$ 61,129.52	6/28/19 ICOE: PERS ICOS
	\$ 123,445.47	6/28/19 ICOE: PERS ICOS

\$ 369,744.94

Inyo County
Distribution
Group By: Security Type
Average By: Book Value
Portfolio / Report Group: All Portfolios
As of: 6/30/2019

Portfolio Holdings Distribution by Security Type



Inyo County
 Portfolio Holdings
 Investment Portfolio - by Security Type
 Report Format: By Transaction
 Group By: Security Type
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 6/30/2019

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Commercial Paper											
NATIXIS NY 0 2/21/2020	63873JBM1	5/30/2019	2.443	4,000,000.00	3,928,800.00	3,928,800.00	3,945,440.00	2/21/2020	236	0.00	2.72
NATIXIS NY 0 7/26/2019	63873KUS4	11/2/2018	2.880	4,000,000.00	3,916,653.33	3,916,653.33	3,993,440.00	7/26/2019	26	0.00	2.72
Toyota Motor Credit 0 1/17/2020	89233GAH9	4/25/2019	2.547	2,000,000.00	1,962,916.67	1,962,916.67	1,976,560.00	1/17/2020	201	0.00	1.36
Toyota Motor Credit 0 8/28/2019	89233HVU5	12/11/2018	2.806	2,000,000.00	1,960,277.78	1,960,277.78	1,992,500.00	8/28/2019	59	0.00	1.36
Sub Total / Average Commercial Paper			2.667	12,000,000.00	11,768,647.78	11,768,647.78	11,907,940.00		131	0.00	8.17
Corporate Bond											
IBM Corporation 2.25 2/19/2021-20	459200JF9	2/19/2016	2.174	1,000,000.00	1,003,600.00	1,001,440.39	999,830.00	2/19/2021	600	8,187.50	0.68
PNC Bank 2.6 7/21/2020-15	69353RES3	7/21/2015	2.016	1,000,000.00	1,027,646.53	1,008,277.31	1,003,100.00	7/21/2020	387	11,483.33	0.68
Sub Total / Average Corporate Bond			2.095	2,000,000.00	2,031,246.53	2,009,717.70	2,002,930.00		494	19,670.83	1.36
FFCB Bond											
FFCB 0.95 7/1/2019	3133EGJC0	7/1/2016	0.950	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	7/1/2019	1	14,170.83	2.04
FFCB 1.19 7/13/2020-17	3133EGLB9	7/13/2016	1.203	2,000,000.00	1,999,000.00	1,999,625.60	1,981,940.00	7/13/2020	379	11,040.56	1.36
FFCB 1.3 11/25/2019-16	3133EGBK0	5/25/2016	1.344	2,000,000.00	1,997,000.00	1,999,568.41	1,994,440.00	11/25/2019	148	2,527.78	1.36
FFCB 1.42 5/18/2020-16	3133EGAX3	5/18/2016	1.433	1,000,000.00	999,490.00	999,872.24	995,180.00	5/18/2020	323	1,656.67	0.68
FFCB 2 9/12/2022-17	3133EHXZ1	9/12/2017	2.000	3,000,000.00	3,000,000.00	3,000,000.00	3,000,030.00	9/12/2022	1,170	18,000.00	2.04
FFCB 2.15 7/12/2022-18	3133EHQZ9	7/12/2017	2.150	2,000,000.00	2,000,000.00	2,000,000.00	2,000,040.00	7/12/2022	1,108	20,066.67	1.36
FFCB 2.15 9/28/2022-17	3133EHA78	9/28/2017	2.150	3,000,000.00	3,000,000.00	3,000,000.00	3,000,060.00	9/28/2022	1,186	16,483.33	2.04
FFCB 2.3 6/7/2023-21	3133EKNY8	6/7/2019	2.300	2,000,000.00	2,000,000.00	2,000,000.00	2,011,000.00	6/7/2023	1,438	2,938.89	1.36
FFCB 2.73 9/19/2022-19	3133EKDR4	3/19/2019	2.730	2,000,000.00	2,000,000.00	2,000,000.00	2,002,160.00	9/19/2022	1,177	15,318.33	1.36
FFCB 2.75 5/26/2020	3133EJW88	11/28/2018	2.750	3,775,000.00	3,775,000.00	3,775,000.00	3,800,934.25	5/26/2020	331	9,804.51	2.57
FFCB 2.76 5/5/2020	3133EJQ51	11/28/2018	2.760	3,000,000.00	3,000,000.00	3,000,000.00	3,019,560.00	5/5/2020	310	12,650.00	2.04
FFCB 2.8 12/17/2021	3133EJ3B3	12/17/2018	2.800	5,000,000.00	5,000,000.00	5,000,000.00	5,112,600.00	12/17/2021	901	5,055.56	3.40
Sub Total / Average FFCB Bond			2.167	31,775,000.00	31,770,490.00	31,774,066.25	31,917,944.25		711	129,713.13	21.63
FHLB Bond											
FHLB 1.6 4/13/2020	3130AB3F1	4/13/2017	1.600	1,000,000.00	1,000,000.00	1,000,000.00	996,310.00	4/13/2020	288	3,422.22	0.68
FHLB 1.875 11/29/2021	3130AABG2	11/30/2016	2.115	2,000,000.00	1,977,324.00	1,988,630.94	2,004,220.00	11/29/2021	883	3,229.17	1.36
FHLB 2.2 1/29/2021-19	3130ADC26	1/29/2018	2.200	2,000,000.00	2,000,000.00	2,000,000.00	1,998,140.00	1/29/2021	579	18,455.56	1.36
FHLB 2.55 6/5/2024-20	3130AGKB0	6/5/2019	2.550	3,000,000.00	3,000,000.00	3,000,000.00	3,008,550.00	6/5/2024	1,802	5,312.50	2.04
FHLB 3 1/29/2024-20	3130AFNZ6	1/29/2019	3.000	2,000,000.00	2,000,000.00	2,000,000.00	2,007,460.00	1/29/2024	1,674	25,166.67	1.36
FHLB Step 4/15/2024-20	3130AGAA3	4/15/2019	2.749	3,000,000.00	3,000,000.00	3,000,000.00	3,009,000.00	4/15/2024	1,751	15,312.50	2.04
FHLB Step 9/30/2021-19	3130A9DH1	9/30/2016	1.827	3,000,000.00	3,000,000.00	3,000,000.00	2,997,360.00	9/30/2021	823	13,125.00	2.04
Sub Total / Average FHLB Bond			2.351	16,000,000.00	15,977,324.00	15,988,630.94	16,021,040.00		1,230	84,023.62	10.89
FHLMC Bond											
FHLMC 1.35 11/26/2019-19	3134G9KW6	5/26/2016	1.350	1,000,000.00	1,000,000.00	1,000,000.00	996,490.00	11/26/2019	149	1,275.00	0.68
FHLMC 1.7 12/22/2020	3134GBSA1	6/22/2017	1.700	2,000,000.00	2,000,000.00	2,000,000.00	1,994,500.00	12/22/2020	541	755.56	1.36
FHLMC 2 10/27/2021-19	3134GBWK4	7/27/2017	2.000	3,000,000.00	3,000,000.00	3,000,000.00	3,000,270.00	10/27/2021	850	10,500.00	2.04
FHLMC 2.02 11/24/2021-19	3134GBMX7	5/24/2017	2.020	1,020,000.00	1,020,000.00	1,020,000.00	1,019,041.20	11/24/2021	878	2,060.40	0.69
FHLMC 2.5 10/30/2020-19	3134GTTK8	4/30/2019	2.500	6,000,000.00	6,000,000.00	6,000,000.00	6,010,920.00	10/30/2020	488	25,000.00	4.08
FHLMC 2.5 6/6/2022-19	3134GTS06	6/6/2019	2.500	2,000,000.00	2,000,000.00	2,000,000.00	2,000,740.00	6/6/2022	1,072	3,333.33	1.36
FHLMC 2.75 4/15/2024-19	3134GTBQ5	4/15/2019	2.750	2,000,000.00	2,000,000.00	2,000,000.00	2,002,240.00	4/15/2024	1,751	11,458.33	1.36
FHLMC 3 1/30/2023-19	3134GSR56	7/30/2018	3.000	3,000,000.00	3,000,000.00	3,000,000.00	3,002,220.00	1/30/2023	1,310	37,500.00	2.04

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
FHLMC Step 4/24/2020	3134GBGD8	4/24/2017	1.695	2,000,000.00	1,998,000.00	1,999,332.12	2,000,460.00	4/24/2020	299	7,333.33	1.36
FHLMC Step 6/15/2022-19	3134GBRV6	6/15/2017	2.420	1,000,000.00	1,000,000.00	1,000,000.00	1,005,220.00	6/15/2022	1,081	833.33	0.68
Sub Total / Average FHLMC Bond			2.308	23,020,000.00	23,018,000.00	23,019,332.12	23,032,101.20		819	100,049.28	15.67
FNMA Bond											
FNMA 1.25 10/28/2019-19	3135G0Q71	10/28/2016	1.250	2,000,000.00	2,000,000.00	2,000,000.00	1,994,520.00	10/28/2019	120	4,305.56	1.36
FNMA 1.25 5/6/2021	3135G0K69	5/16/2016	1.418	2,000,000.00	1,983,900.00	1,993,519.22	1,979,460.00	5/6/2021	676	3,750.00	1.36
FNMA 1.4 11/26/2019-19	3136G2YA9	2/26/2016	1.400	2,000,000.00	2,000,000.00	2,000,000.00	1,994,240.00	11/26/2019	149	9,644.44	1.36
FNMA 1.5 5/26/2021	3136G3PR0	5/26/2016	1.500	2,000,000.00	2,000,000.00	2,000,000.00	1,988,920.00	5/26/2021	696	2,833.33	1.36
FNMA 1.55 7/27/2021-19	3136G3H24	7/27/2016	1.550	6,000,000.00	6,000,000.00	6,000,000.00	5,974,440.00	7/27/2021	758	39,525.00	4.08
Sub Total / Average FNMA Bond			1.460	14,000,000.00	13,983,900.00	13,993,519.22	13,931,580.00		559	60,058.33	9.53
Local Government Investment Pool											
LAIF LGIP	LAIF4000	9/30/2018	2.428	24,750,000.00	24,750,000.00	24,750,000.00	24,750,000.00	N/A	1		16.85
Sub Total / Average Local Government Investment Pool			2.428	24,750,000.00	24,750,000.00	24,750,000.00	24,750,000.00		1	0.00	16.85
Money Market											
UBS Financial MM	MM9591	6/30/2018	2.250	2,500,000.00	2,500,000.00	2,500,000.00	2,500,000.00	N/A	1		1.70
Sub Total / Average Money Market			2.250	2,500,000.00	2,500,000.00	2,500,000.00	2,500,000.00		1	0.00	1.70
Negotiable Certificate Of Deposit											
American Express UT 1.95 5/7/2020	02587DXT0	5/7/2015	1.950	245,000.00	245,000.00	245,000.00	244,517.35	5/7/2020	312	706.81	0.17
American Express UT 2.45 4/5/2022	02587DN38	4/5/2017	2.450	248,000.00	248,000.00	248,000.00	248,337.28	4/5/2022	1,010	1,431.61	0.17
American State Bank IA 1.45 2/5/2020	029728AT9	2/5/2016	1.450	245,000.00	245,000.00	245,000.00	243,983.25	2/5/2020	220	243.32	0.17
Apex Bank 1.5 10/12/2021	03753XAQ3	10/12/2016	1.500	248,000.00	248,000.00	248,000.00	244,017.12	10/12/2021	835	183.45	0.17
Bank Hapoalin NY 2.05 1/15/2021	06251AL40	1/15/2016	2.050	245,000.00	245,000.00	245,000.00	244,478.15	1/15/2021	565	2,284.21	0.17
Barclays Bank DE 2.2 9/16/2020	06740KJK4	9/16/2015	2.200	248,000.00	248,000.00	248,000.00	248,200.88	9/16/2020	444	1,584.48	0.17
Belmont Savings Bank MA 2.15 3/21/2022	080515BV0	3/20/2017	2.150	248,000.00	248,000.00	248,000.00	247,367.60	3/21/2022	995	1,490.04	0.17
Beneficial Bank PA 1.25 4/27/2020	08173QBP0	4/27/2016	1.250	248,000.00	248,000.00	248,000.00	246,735.20	4/27/2020	302	25.48	0.17
BMW Bank NA UT 2.25 12/18/2020	05580ADM3	12/18/2015	2.250	245,000.00	245,000.00	245,000.00	245,041.65	12/18/2020	537	181.23	0.17
Bridgewater Bank MN 1.5 8/17/2020	108622ET4	2/17/2016	1.500	248,000.00	248,000.00	248,000.00	246,112.72	8/17/2020	414	132.49	0.17
Capital One Bank 2.25 7/1/2020	140420SX9	7/1/2015	2.250	248,000.00	248,000.00	248,000.00	247,814.00	7/1/2020	367	2,751.78	0.17
Capital One VA 2.3 7/15/2020	14042E4P2	7/15/2015	2.300	248,000.00	248,000.00	248,000.00	248,059.52	7/15/2020	381	2,594.15	0.17
Carroll County State Bank IA 1.2 8/12/2020	145087AH5	8/12/2016	1.200	248,000.00	248,000.00	248,000.00	245,475.36	8/12/2020	409	146.76	0.17
Citibank UT 2.3 6/30/2020	17284DDN9	6/30/2015	2.300	248,000.00	248,000.00	248,000.00	248,305.04	6/30/2020	366	0.00	0.17
Citibank National SD 3.4 1/9/2024	17312QZ36	1/9/2019	3.400	245,000.00	245,000.00	245,000.00	253,232.00	1/9/2024	1,654	3,925.37	0.17
Commercial Bank MI 1.75 5/29/2020	201282HB9	12/30/2015	1.750	245,000.00	245,000.00	245,000.00	244,049.40	5/29/2020	334	0.00	0.17
Community Financial Services KY 1.6 2/17/2021	20364ABA2	2/17/2016	1.600	248,000.00	248,000.00	248,000.00	245,639.04	2/17/2021	598	141.33	0.17
Continental Bank UT 1.1 1/29/2020	211163FQ8	4/29/2016	1.100	248,000.00	248,000.00	248,000.00	246,479.76	1/29/2020	213	463.39	0.17
Discover Bank DE 1.75 11/2/2021	254672M39	11/2/2016	1.750	245,000.00	245,000.00	245,000.00	240,695.35	11/2/2021	856	693.05	0.17
East Boston Savings Bank MA 1.7 8/23/2019	27113PAK7	8/24/2015	1.700	248,000.00	248,000.00	248,000.00	247,771.84	8/23/2019	54	69.30	0.17
Everbank FL 2.05 8/28/2020	29976DA59	8/28/2015	2.050	248,000.00	248,000.00	248,000.00	247,628.00	8/28/2020	425	1,699.31	0.17
Evergreen Bank IL 1.6 5/29/2020	300185FM2	5/31/2017	1.600	248,000.00	248,000.00	248,000.00	246,698.00	5/29/2020	334	0.00	0.17
First Business Bank WI 1.6 1/21/2020	3193QR30	1/21/2016	1.600	245,000.00	245,000.00	245,000.00	244,272.35	1/21/2020	205	1,718.36	0.17
First Service Bank AR 1.5 11/12/2020	33640VBG2	2/12/2016	1.500	248,000.00	248,000.00	248,000.00	245,703.52	11/12/2020	501	183.45	0.17
First Source Bank IN 1.8 2/28/2020	33646CFN9	8/28/2015	1.800	248,000.00	248,000.00	248,000.00	248,084.32	2/28/2020	243	1,492.08	0.17
First Technology CA 3.6 1/9/2024-20	33715LDF4	1/9/2019	3.600	249,000.00	249,000.00	249,000.00	251,044.29	1/9/2024	1,654	515.74	0.17
Goldman Sacks Bank NY 1.9 5/6/2020	38148JSU6	5/6/2015	1.900	248,000.00	248,000.00	248,000.00	247,407.28	5/6/2020	311	710.03	0.17
Guaranty State Bank KS 1.6 6/30/2020	401228AW1	12/30/2015	1.600	245,000.00	245,000.00	245,000.00	244,767.25	6/30/2020	366	0.00	0.17
HSBC Bank VA Step 12/9/2020	40434AE62	12/9/2015	2.353	248,000.00	248,000.00	248,000.00	249,359.04	12/9/2020	528	445.89	0.17
Investors Community Bank WI 1.8 2/26/2021	46147USN1	2/27/2017	1.800	248,000.00	248,000.00	248,000.00	246,407.84	2/26/2021	607	36.69	0.17
Iowa State Bank IA 1.55 7/29/2020	46256YAH2	1/29/2016	1.550	245,000.00	245,000.00	245,000.00	244,953.45	7/29/2020	395	1,581.42	0.17
Iroquois Federal Savings IL 1.6 8/12/2020	46355PBV9	2/12/2016	1.600	248,000.00	248,000.00	248,000.00	246,412.80	8/12/2020	409	195.68	0.17
Jefferson Financial LA 2.2 11/22/2021	474067AJ4	11/22/2017	2.200	248,000.00	248,000.00	248,000.00	247,843.76	11/22/2021	876	582.97	0.17
JPMorgan Bank OH 2.35 2/28/2022-19	48126XYN9	2/28/2017	2.350	248,000.00	248,000.00	248,000.00	248,019.84	2/28/2022	974	31.93	0.17

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
JPMorgan Chase OH 1.8 11/18/2021	48126XLB9	11/18/2016	1.800	248,000.00	248,000.00	248,000.00	243,724.48	11/18/2021	872	525.90	0.17
Kansas Statebank 1.55 8/19/2020	50116CAJ8	2/19/2016	1.550	248,000.00	248,000.00	248,000.00	247,553.60	8/19/2020	416	115.85	0.17
LCA Bank UT 1.65 11/25/2019	501798HN5	11/23/2015	1.650	248,000.00	248,000.00	248,000.00	247,841.28	11/25/2019	148	426.02	0.17
Lubbock National Bank TX 1.55 7/29/2020	549152CM6	1/29/2016	1.550	245,000.00	245,000.00	245,000.00	244,691.30	7/29/2020	395	10.40	0.17
Maple City Savings TX 1.5 12/7/2020	56511PAC2	12/7/2016	1.500	248,000.00	248,000.00	248,000.00	245,582.00	12/7/2020	526	234.41	0.17
Mercantil Commercial FL 1.65 6/24/2021	58733ACY3	6/24/2016	1.650	248,000.00	248,000.00	248,000.00	245,095.92	6/24/2021	725	67.27	0.17
Morgan Stanley Bank UT 2.65 2/8/2023	61747MJ77	2/8/2018	2.650	248,000.00	248,000.00	248,000.00	249,790.56	2/8/2023	1,319	2,556.78	0.17
Mountain America UT 2.4 11/30/2022	62384RAD8	11/30/2017	2.400	248,000.00	248,000.00	248,000.00	248,128.96	11/30/2022	1,249	244.60	0.17
Orrstown Bank PA 2 8/28/2020-19	687377DS7	8/28/2015	2.000	248,000.00	248,000.00	248,000.00	247,494.08	8/28/2020	425	27.18	0.17
Privatebank & Trust 1.5 5/26/2021	74267GVG9	5/26/2016	1.500	248,000.00	248,000.00	248,000.00	245,212.48	5/26/2021	696	356.71	0.17
Sallie Mae Bank UT 2 12/9/2019	795450XF7	12/9/2015	2.000	245,000.00	245,000.00	245,000.00	244,833.40	12/9/2019	162	281.92	0.17
State Bank India IL 2.1 8/19/2019	856283ZA7	8/18/2015	2.100	248,000.00	248,000.00	248,000.00	247,925.60	8/19/2019	50	1,740.76	0.17
State Bank India NY 2.35 2/24/2022	856284J8	2/24/2017	2.350	248,000.00	248,000.00	248,000.00	248,684.48	2/24/2022	970	2,011.86	0.17
Stearns Bank MN 1.6 2/26/2020	857894TA7	2/24/2017	1.600	248,000.00	248,000.00	248,000.00	247,089.84	2/26/2020	241	65.23	0.17
Synchrony Bank UT 1.9 4/24/2020	87165FGF5	4/24/2015	1.900	248,000.00	248,000.00	248,000.00	247,632.96	4/24/2020	299	864.94	0.17
Texas Exchange Bank TX 1.7 11/30/2021-19	88241TAV2	11/30/2016	1.700	248,000.00	248,000.00	248,000.00	244,912.40	11/30/2021	884	0.00	0.17
UBS Bank UT 1.65 6/7/2021	90348JAR1	6/7/2016	1.650	248,000.00	248,000.00	248,000.00	245,170.32	6/7/2021	708	257.85	0.17
Umpqua Bank OR 2.05 8/7/2019	90421MBM4	2/7/2018	2.050	248,000.00	248,000.00	248,000.00	247,933.04	8/7/2019	38	1,991.81	0.17
Union State Bank KS 2 3/24/2021-19	908414BK0	3/24/2017	2.000	248,000.00	248,000.00	248,000.00	246,752.56	3/24/2021	633	81.53	0.17
United Community Bank GA 2.05 3/1/2022	90984P5A9	3/1/2017	2.050	248,000.00	248,000.00	248,000.00	246,760.00	3/1/2022	975	1,685.38	0.17
Webbank UT 1.85 3/30/2020	947547JN6	3/30/2017	1.850	248,000.00	248,000.00	248,000.00	247,384.96	3/30/2020	274	0.00	0.17
Welch State Bank OK 1.05 8/19/2019	949095AY9	8/17/2016	1.050	248,000.00	248,000.00	248,000.00	247,578.40	8/19/2019	50	92.75	0.17
Sub Total / Average Negotiable Certificate Of Deposit			1.896	13,853,000.00	13,853,000.00	13,853,000.00	13,812,686.87		549	41,880.95	9.43
Treasury Note											
T-Note 0.75 7/15/2019	912828S43	8/29/2018	2.300	5,000,000.00	4,933,007.81	4,962,107.54	4,997,150.00	7/15/2019	15	17,196.13	3.40
T-Note 1.5 7/15/2020	9128282J8	7/15/2017	2.110	2,000,000.00	1,964,687.50	1,982,375.97	1,990,780.00	7/15/2020	381	13,756.91	1.36
Sub Total / Average Treasury Note			2.246	7,000,000.00	6,897,695.31	6,944,483.51	6,987,930.00		120	30,953.04	4.77
Total / Average			2.205	146,898,000.00	146,550,303.62	146,601,397.52	146,864,152.32		544	466,349.18	100

COUNTY OF INYO
PARS OPEB Trust Program

Account Report for the Period
6/1/2019 to 6/30/2019

Clint Quilter
County Administrative Officer
County of Inyo
P.O. Drawer N
Independence, CA 93526

Account Summary

Source	Beginning Balance as of 6/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 6/30/2019
OPEB	\$7,089,751.04	\$0.00	\$276,185.71	\$1,821.45	\$0.00	\$0.00	\$7,364,115.30
Totals	\$7,089,751.04	\$0.00	\$276,185.71	\$1,821.45	\$0.00	\$0.00	\$7,364,115.30

Investment Selection

Moderate HighMark PLUS

Investment Objective

The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
			3-Years	5-Years	10-Years	
3.90%	3.27%	7.07%	8.11%	5.49%	-	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



August 28, 2019

File No.: 825.12965.16631

RECEIVED
2019-SEP-3-PM 1:41
INYO COUNTY
CLERK OF SUPERIOR COURT

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

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the 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



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 19-5540	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9825-2019-00259 <input type="checkbox"/> No
--------------------------------------	---

HAZMAT CASUALTIES NO. EXPOSED/DECONNED 2	NO. INJURED 0	NO. KILLED 0	CITY Unincorporated	JUDICIAL DISTRICT Bishop	PHOTOGRAPHS BY <input type="checkbox"/> NONE A. Salamanca, 21400
AGENCY PERSONNEL 2			COUNTY Inyo	NCIC 9825	HAZMAT PLACARDS DISPLAYED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OTHERS 0			TIME CALTRANS/COUNTY ROADS NOTIFIED 2259 HOURS	TIME O.E.S. NOTIFIED 0217 HOURS	STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY) 08/27/2019	INCIDENT TIME 2237 HOURS				

INCIDENT OCCURRED ON
US-395 Southbound
 AT INTERSECTION WITH **Pine Creek Road**
 OR **South of**

MILEPOST INFORMATION
425.00 feet North of MPM 395 INY R126.00

GPS COORDINATES
LATITUDE **37.419190°** LONGITUDE **-118.555526°**

NAME (FIRST, MIDDLE, LAST) Leandre, Yues	DRIVER'S LICENSE NUMBER L536-960-57-311	STATE FL	VEH. YEAR 2019	MAKE Volvo	LICENSE NUMBER P984838	STATE IL
STREET ADDRESS 17025 Peaceful Valley Drive			VEH. YEAR 2019	MAKE Wanc	LICENSE NUMBER U853027	STATE TN
CITY/STATE/ZIP CODE Wimauma, FL, 33598-0000			VEH. YEAR	MAKE	LICENSE NUMBER	STATE
HOME PHONE (813) 504-2515	BUSINESS PHONE (917) 373-0393		CARRIER NAME Michael Finley, DBA APL Cargo, Inc.			

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

On-site fire services Chemtrec
 Private info source Poison Control Center
 Off-site fire services Safety Data Sheet
 On-site non-fire services Placards/Signs
 Off-site non-fire services Shipping papers
 Computer software Emergency Response Guidebook
 Chemist No reference material used
 Other Caltrans/Container Labels

REGISTERED OWNER SAME AS DRIVER
Michael Finley, DBA APL Cargo, Inc.

OWNER'S ADDRESS SAME AS DRIVER
751 Tinley Avenue, Aurora, IL 60506

VEHICLE IDENTIFICATION NUMBER
Truck-Tractor:4V4NC9EH1KN898926 Trailer:1JJV532D9KL100146

VEHICLE TYPE 25	CA NUMBER 40	DOT NUMBER 2508026
---------------------------	------------------------	------------------------------

CHEMICAL/TRADE NAME Diesel Fuel	UN NUMBER 1202	DOT HAZARD CLASS 3	QUANTITY RELEASED (LBS., GAL., ETC.) 100 Gallons	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Liquid	PHYSICAL STATE RELEASED Liquid
---	--------------------------	------------------------------	--	---	--	--

CONTAINER TYPE Vehicular fuel tank	CONTAINER CAPACITY (LBS., GAL., ETC.) 100 Gallons	CONTAINER MATERIAL Aluminum/Aluminum alloys	LEVEL OF CONTAINER Above ground
--	---	---	---

CHEMICAL/TRADE NAME Rain-X Bug Remover/Windshield Cleaner	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.) 500 Gallons	EXTENT OF RELEASE Outside vehicle	PHYSICAL STATE STORED Liquid	PHYSICAL STATE RELEASED Liquid
---	-----------	------------------	--	---	--	--

CONTAINER TYPE Can/Bottle	CONTAINER CAPACITY (LBS., GAL., ETC.) 1 Gallon	CONTAINER MATERIAL Plastic, rigid (includes fiberglass)	LEVEL OF CONTAINER Above ground
-------------------------------------	--	---	---

PROPERTY USE
State Highway

SURROUNDING AREA
Open land

PROPERTY MANAGEMENT
State

RELEASE FACTORS
Fire/Explosion

EQUIPMENT TYPE INVOLVED
Vehicle fuel system

HAZMAT CONFIRMED
 Yes No

CITATION ISSUED OR COMPLAINT TO BE FILED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	PRIMARY CAUSE OF INCIDENT <input checked="" type="checkbox"/> Violation 22406(a)VC	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---	---

DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
 Yes No WEATHER **Clear**

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

Sequence of events Evacuation details Cleanup actions CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
 Road closures Environmental impact Actions of other agencies

COMPLETE THE FOLLOWING

Incident Action Plan Site Safety Plan Proposition 65 Letters: County Health/County Board of Supervisors

DATE AND TIME SCENE DECLARED SAFE 08/28/2019 1300 HOURS	BY WHOM (NAME, TITLE AND AGENCY) Andy Richard, Maintenance Area Superintendent/Hazardous Material Specialist, Caltrans
---	--

PREPARER'S NAME, RANK, AND ID NUMBER B. Gardea, Sergeant, 16631	DATE 08/28/2019	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
---	---------------------------	--------------------------------------	------