

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings exclusively online. Board Members and Staff will participate via Zoom videoconference from individual, separate locations. The videoconference is accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the “**hand-waving**” feature when appropriate in the Zoom meeting (the Board Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**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.

### May 26, 2020 - 9:00 AM

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

### CLOSED SESSION

2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** – Title: County Administrative Officer.

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

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

7. **COVID-19 STAFF UPDATE**

**CONSENT AGENDA** (Approval recommended by the County Administrator)

8. **County Administrator - Information Services** - Request Board: A) declare the California Broadband Cooperative, Inc. (CBC) of Vallejo, CA a sole-source provider of symmetrical Internet Access Services; B) approve the Service Agreement between the County of Inyo and the CBC for the provision of symmetrical Internet Access Services in an amount not to exceed \$134,400 (\$19,200 annually for 7 years, paid monthly at \$1,600) for the period of June 1, 2020 through May 31, 2027, contingent upon the Board's approval of future budgets; and C) authorize the Information Services Director or Deputy Director to sign, contingent upon all appropriate signatures being obtained.
9. **County Counsel** - Request Board approve Amendment No. 1 between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services, extending the term of the contract for the period of July 1, 2019 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and authorize the Chairperson to sign.
10. **County Counsel/Water Department** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, increasing the contract to an amount not to exceed \$160,000 and extending the term end date from June 30, 2020 to June 30, 2021 contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign.
11. **County Counsel/Planning Department** - Request Board approve Amendment No. 2 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission and related Court actions, extending the term of the contract for the period of July 1, 2019 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign on behalf of the County.
12. **Public Works** - Request Board authorize an increase to Public Works's purchasing authority with Quinn Company of City of Industry, CA by \$10,000, to a total not-to-exceed amount of \$30,000 for the purchase of parts for equipment repairs.
13. **Public Works** - Request Board: A) approve Resolution No. 2020-22, certifying the Inyo County Maintained Mileage list for the year 2019; and B) authorize the Public Works Department to file the Resolution with the District 9 Office of the State of California Department of Transportation.

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

14. **County Administrator** - Request Board consider requesting that the California Department of Fish and Wildlife open fishing season in Inyo County prior to June 1, 2020.

15. **Planning Department** - Request Board receive a presentation from the Great Basin Unified Air Pollution Control District and the Lone Pine Paiute Shoshone Tribe (representing the nomination committee) regarding the creation of a Historic District on Owens Lake, and provide comments and questions.
  
16. **Public Works - Road Dept.** - Request Board conduct a workshop regarding the adoption of an Inyo County Right of Way/Tree Policy, and provide any follow-up direction to staff as necessary.
  
17. **Public Works** - Request Board:
  - A) Amend the Fiscal Year 2019-2020 County Budget as follows: increase appropriation in Deferred Maintenance Budget #011501, Structures and Improvements Object Code #5640 by \$79,000 and reduce Deferred Maintenance Budget #011501 Fund Balance by \$79,000 (*4/5ths vote required*).
  - B) Request Board award the contract for the Annex HVAC Retrofit Project to Bishop Heating and Air Conditioning, Inc. of Bishop, California as the successful bidder;
  - C) Approve the construction contract between the County of Inyo and Bishop Heating and Air Conditioning, Inc of Bishop, California in the amount of \$655,690, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
  - D) 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.

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

18. **10:30 a.m. - PUBLIC WORKS - Town Water Systems**  
 Request Board:
  - A) waive further reading of Proposed Ordinance 1256 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding, Repealing, and Amending Certain Sections of Title 4 of the Inyo County Code Related to the County Water Systems," and schedule enactment for June 2, 2020 at 10:30 am, in the Board of Supervisors Chambers, County Administrative Center, Independence;
  - B) approve Resolution No. 2020-23, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Inyo County Policy on Disconnection of Residential Water Service for Nonpayment," and authorize the Chairperson to sign;
  - C) approve Resolution No. 2020-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Setting the Deposit Amount for Water System Customers," and authorize the Chairperson to sign; and
  - D) conduct a noticed public hearing in accordance with Government Code section 66016 and approve Resolution No. 2020-25, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Updating the Fee Schedule for Water Service Restoration Charges," and authorize the Chairperson to sign.

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

19. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## County Administrator - Information Services

### CONSENT - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** Scott Armstrong

**SUBJECT:**

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#### RECOMMENDED ACTION:

Request Board: A) declare the California Broadband Cooperative, Inc. (CBC) of Vallejo, CA a sole-source provider of symmetrical Internet Access Services; B) approve the Service Agreement between the County of Inyo and the CBC for the provision of symmetrical Internet Access Services in an amount not to exceed \$134,400 (\$19,200 annually for 7 years, paid monthly at \$1,600) for the period of June 1, 2020 through May 31, 2027, contingent upon the Board's approval of future budgets; and C) authorize the Information Services Director or Deputy Director to sign, contingent upon all appropriate signatures being obtained.

#### SUMMARY/JUSTIFICATION:

This request is to increase our existing CBC Internet bandwidth from the from 50Mbps to 100Mbps for both of our symmetrical Internet Access connections (one in Bishop, one in Independence). This increased bandwidth will support our Voice-over-IP telephone system project and the increased use of hosted applications supporting several County Departments. This will increase our costs for the symmetrical Internet Access connections from \$1,000 to \$1,600 monthly.

In January 2014, the County of Inyo initially entered into a Master Services Agreement and three specific service agreements with CBC for Internet Access services as well as for point-to-point extensions to our County network. We have entered into additional service agreements since that time to further extend our County network. Each specific service agreement has a five-year term with two automatic, one-year extensions.

Sole Source justification: County Purchasing Policy, Section F (IV), I (Sole Source Requests for Independence Contractors), d) Proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field. The County network is connected to the CBC network with equipment and fiber-optic cabling owned by the CBC. Establishing an alternate service provider for our two symmetrical Internet Access connections would be costly and quite disruptive.

The County of Inyo is a founding Anchor Institution of the California Broadband Cooperative with a permanent seat on the CBC Governing Board.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this request and our bandwidth will not change, resulting in congested Internet access and intermittent issues with VoIP connections and hosted applications.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The funding for the services in FY 2019-2020 is budgeted in the Board approved Information Services FY 2019-2020 budget (Utilities). Funding for subsequent fiscal years will be requested in the Information Services budget for those years.

**ATTACHMENTS:**

1. Inyo County Internet Bandwidth Upgrades

**APPROVALS:**

Lavon Sargent	Created/Initiated - 5/20/2020
Darcy Ellis	Approved - 5/20/2020
Marshall Rudolph	Approved - 5/21/2020
Amy Shepherd	Approved - 5/21/2020
Scott Armstrong	Final Approval - 5/21/2020



california **broadband** cooperative  
1001 Nimitz Ave, Vallejo, CA., 94592

Quote Number: 2733484000002155013}  
Inyo County Information Services  
P.O. Box 477  
Independence, CA, {Quotes.Billing Code}

Quote Date: May 1, 2020  
Quote Type: #

Dear Scott Armstrong,

Below is your quote Inyo County\_Info Services-Bish Library\_Internet Upgrade for services as discussed, if the terms meet your approval please sign and return. Once signed this document will serve as your binding Service Agreement. Thank you for your business and continued support.

S.No.	Product Details	Quantity	List Price	Total
1.	<b>Internet 1000</b>  224 N. Edwards Independence CA 93526 THIS IS AN UPGRADE FROM 50Mb to 100Mb	100	\$ 8.00	\$ 800.00
2.	<b>Internet 1000</b>  210 Academy Bishop CA 93514 THIS IS AN UPGRADE FROM 50Mb to 100Mb	100	\$ 8.00	\$ 800.00
			Sub Total	<b>\$ 1,600.00</b>
			Tax	\$ 0.00
			Adjustment	\$ 0.00
			<b>Grand Total</b>	<b>\$ 1,600.00</b>

Product Installs, NRC:	<input type="checkbox"/>
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**Term: 5 Year**

**Terms and Conditions**

CBC agrees to provide and Customer agrees to accept Services described above for the Service Term, MRC, and NRC (if applicable), subject to the terms and conditions of the CBC Master Service Agreement. This quote is valid for the next 30 days.

**Signatures**

Customer Signature	CBC Signature
Printed Name & Title	Printed Name and Title
Date	Date



# County of Inyo



## County Counsel

### CONSENT - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** County Counsel

**SUBJECT:** Contract Extension

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services, extending the term of the contract for the period of July 1, 2019 through June 30, 2021, contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget; and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and contractor. His expertise on such matters has proved to be invaluable to this and previous County Councils. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in environmental law related litigation.

The rate in this contract is the same as in the previous contract. The proposed contract rate of \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters, and \$50.00/hour for travel time. The limit upon the amount payable under the contract is \$25,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Planning Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement with Gregory L. James as recommended and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funding is included in County Counsel's Budget 010700 Object Code 5265 in the 2029/21 budget in the amount of \$25,000.00

**ATTACHMENTS:**

1. Gregory James Amendment No. 1 Environmental Services

**APPROVALS:**

Cori Denault	Created/Initiated - 5/7/2020
Darcy Ellis	Approved - 5/7/2020
Cori Denault	Approved - 5/14/2020
Amy Shepherd	Approved - 5/14/2020
Marshall Rudolph	Final Approval - 5/14/2020



**AMENDMENT NUMBER 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2021, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL

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

COUNTY OF INYO

By: \_\_\_\_\_

Dated: \_\_\_\_\_

CONTRACTOR

By: Gregory L. James  
Signature

Gregory L. James  
Type or Print

Dated: 5/1/2020

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager



# County of Inyo



## County Counsel/Water Department

### CONSENT - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** County Counsel

**SUBJECT:** Contract Increase

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, increasing the contract to an amount not to exceed \$160,000 and extending the term end date from June 30, 2020 to June 30, 2021 contingent upon the Board's approval of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of, \$175.00 for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$100,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Decline to approve Amendment No. 1 to the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve Amendment No. 1 to the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2019/20 budget in the amount of \$160,000.00.

**ATTACHMENTS:**

1. Gregory James Contract Water
2. Gregory James Amendment No. 1 Water

**APPROVALS:**

Cori Denault	Created/Initiated - 4/30/2020
Darcy Ellis	Approved - 4/30/2020
Cori Denault	Approved - 5/14/2020
Amy Shepherd	Approved - 5/14/2020
Marshall Rudolph	Final Approval - 5/14/2020

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21<sup>st</sup> day of May 2019 an order was duly made and entered as follows:

*County  
Counsel/Water  
Dept. – Gregory  
L. James  
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department for the period of July 1, 2019 through June 30, 2020, at the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and travel time which will be paid at \$50 an hour, with a contract limit of \$100,000, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Chairperson Pucci absent.

WITNESS my hand and the seal of said Board this 21<sup>st</sup>  
Day of May, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

By: 

<b>Routing</b>
CC X Purchasing Personnel Auditor CAO Other: Water Dept. DATE: May 24, 2019



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER  16
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM: COUNTY COUNSEL AND WATER DEPARTMENT**

**FOR THE BOARD MEETING OF: MAY 21, 2019**

**SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER ATTORNEY – WATER DEPARTMENT**

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the Contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department for the period from July 1, 2019 through June 30, 2020; at the rate of One Hundred Seventy-Five Dollars (\$175.00) an hour for work directly related to litigation services, One Hundred Fifty-Five Dollars (\$155.00) an hour for other matters, and travel time which will be paid at Fifty Dollars (\$50.00) an hour, with a contract limit of One Hundred Thousand Dollars (\$100,000.00); contingent upon the Board of Supervisors approving the 2019/20 Budget; and authorize the Chairperson to sign on behalf of the County.

**CAO RECOMMENDATION:** n/a

**SUMMARY DISCUSSION:** As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of, \$175.00 for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$175.00/hour for work directly related to litigation services, \$155.00/hour for other matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$100,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.




**ALTERNATIVES:**

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.
2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2019/20 budget in the amount of \$100,000.00.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/28/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>4/2/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>4/1/19</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 3/28/19

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 4-13-19  
/s/ARF/GJamesWtr201920

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James 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 the Office of County Counsel.

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, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2019 to June 30, 2020 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B**) for the services and work described in Attachment **A**.

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

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment **B**), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. 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.

E. 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, including incidental expenses, if any, shall not exceed **\$100,000.00** 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, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. 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.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except as provided in the Scope of Work (Attachment A), 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 items not specifically set forth in the Schedule of Fees (Attachment B), 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.**

If required by law, 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 if coverage is required by law.

**9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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

**A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:**

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:**

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and 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 both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

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

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County 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 County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

F. Verification of Coverage. Contractor shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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

## 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 County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

## 11. DEFENSE AND INDEMNIFICATION.

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

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

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

## 12. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which

County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) 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 and its employees 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 fifteen (15) 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. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

**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 to the Inyo County Water Department or other 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 thirty (30) 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:

<b>COUNTY OF INYO:</b>	
<u>Office of County Counsel</u>	<b>Department</b>
<u>P.O. Box M</u>	<b>Address</b>
<u>Independence, CA 93526</u>	<b>City and State</b>

<b>CONTRACTOR:</b>	
<u>Gregory L. James</u>	<b>Name</b>
<u>1839 Shoshone Drive</u>	<b>Address</b>
<u>Bishop, CA 93514</u>	<b>City and State</b>

**25. ENTIRE AGREEMENT.**

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

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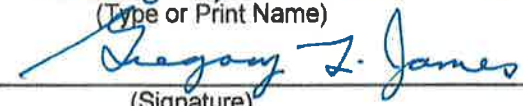
**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 28th DAY OF May, 2019.

**COUNTY OF INYO**

By:   
Dated: 05-28-19

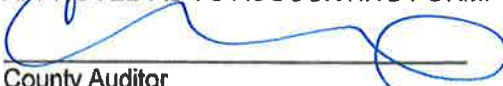
**CONTRACTOR**

By: Gregory L. James  
(Type or Print Name)  
  
(Signature)  
Dated: 4/1/2019

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

s:\Contracts\MiscContracts\Greg James\Water/EnvironmentalAttorneyWtrDept.123.GJames 03202019

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

**FROM: July 1, 2019      TO: June 30, 2020**

**SCOPE OF WORK:**

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:
  - Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
  - Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
  - Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
  - Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
  - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
  - Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
  - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
  - Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

**ATTACHMENT A - Continued**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

**FROM: July 1, 2019      TO: June 30, 2020**

**SCOPE OF WORK:**

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

**FROM: July 1, 2019      TO: June 30, 2020**

**SCHEDULE OF FEES:**

**1.      COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Seventy Five (\$175.00) per hour or increments thereof, for all work and services directly related to litigation provided by Contractor to County under this Agreement; and County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all other work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

**2.      INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT**

**TERM:**

**FROM: July 1, 2019      TO: June 30, 2020**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTO CLUB INSURANCE AGENCY LLC/PHS 72253682 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<b>CONTACT NAME:</b> PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):														
	<b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : The Sentinel Insurance Company	11000	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		72 SBM BC4253	04/23/2019	04/23/2020	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Those usual to the Insured's Operations. County of Inyo are an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

**CERTIFICATE HOLDER**

County of Inyo  
 PO BOX M  
 INDEPENDENCE CA 93526-0612

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT  
ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

**AUTO CLUB INSURANCE AGENCY LLC/PHS**

**THE HARTFORD SELECT CUSTOMER INSURANCE CENTER**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 72 SBM BC4253 DX

**Named Insured and Mailing Address;** GREGORY JAMES

1839 SHOSHONE DR  
BISHOP CA 93514

**Policy Change Effective Date:** 05/06/19

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 001

**Agent Name:** AUTO CLUB INSURANCE AGENCY LLC/PHS  
**Code:** 253682

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.  
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - VENDOR

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 05/06/19

**Page** 001

**Policy Effective Date:** 04/23/19  
**Policy Expiration Date:** 04/23/20



**POLICY NUMBER: 72 SBM BC4253**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - VENDOR

COUNTY OF INYO  
PO BOX M  
INDEPENDENCE CA 93526

**AMENDMENT NUMBER 1**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**GREGORY L. JAMES**  
**FOR THE PROVISION OF LEGAL SERVICES**  
**WATER/ENVIRONMENTAL ATTORNEY SERVICES**  
**REGARDING WATER DEPARTMENT**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2019 through June 30, 2020.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2021, unless sooner terminated as provided below.

2. Paragraph **3. CONSIDERATION.** is amended to read as follows:

E. 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, including incidental expenses, if any, shall not exceed **\$160,000.00** 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, including incidental expenses which is in excess of the contract limit.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING WATER DEPARTMENT

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

COUNTY OF INYO

By: \_\_\_\_\_

Dated: \_\_\_\_\_

CONTRACTOR

By: Gregory L. James  
Signature

Gregory L. James  
Type or Print

Dated: 5/1/2020

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager



# County of Inyo



## County Counsel/Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** County Counsel

**SUBJECT:** Contract Extension

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission and related Court actions, extending the term of the contract for the period of July 1, 2019 through June 30, 2021, contingent upon the Board's adoption of the Fiscal Year 2020-2021 Budget, and authorize the Chairperson to sign on behalf of the County.

**SUMMARY/JUSTIFICATION:**

As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract Amendment is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed amendment extends the contract for one year. The limit upon the amount payable under the contract remains the same \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Decline to approve the Amendment No. 1 with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Yucca Mountain proceedings with existing attorney staff.
2. Decline to approve Amendment No. 1 with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2020/21 budget.

**ATTACHMENTS:**

1. Gregory James Amendment No. 1 Yucca Mountain
2. Gregory James Amendment No. 2 Yucca Mtn

**APPROVALS:**

Cori Denault	Created/Initiated - 5/7/2020
Darcy Ellis	Approved - 5/7/2020
Cori Denault	Approved - 5/14/2020
Amy Shepherd	Approved - 5/14/2020
Marshall Rudolph	Final Approval - 5/14/2020

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21<sup>st</sup> day of May 2019 an order was duly made and entered as follows:

*County  
Counsel/Planning  
– Gregory L.  
James Contract  
Amendment 1*

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to approve Amendment No. 1 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission and related court actions, extending the term of the contract for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's approval of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign. Motion carried unanimously 4-0, with Chairperson Pucci absent.

WITNESS my hand and the seal of said Board this 21<sup>st</sup>

Day of May, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

<i>Routing</i>
CC X Purchasing Personnel Auditor CAO Other: Planning DATE: May 24, 2019



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

15

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

**FROM: COUNTY COUNSEL and PLANNING DEPARTMENT DEPARTMENT**

**FOR THE BOARD MEETING OF: May 21, 2019**

**SUBJECT: APPROVAL OF AMENDMENT NO. 1 TO CONTRACT WITH GREGORY L. JAMES,  
WATER/ENVIRONMENTAL ATTORNEY – YUCCA MT. PROJECT**

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve Amendment No. 1 to the contract between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period extending the term of the contract for the period of July 1, 2019 through June 30, 2020; contingent upon the Board of Supervisors approving the 2019/20 Budget; and authorize the Chairperson to sign on behalf of the County.

**CAO RECOMMENDATION:** n/a

**SUMMARY DISCUSSION:** As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract Amendment is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed amendment extends the contract for one year. The limit upon the amount payable under the contract remains the same \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.




**ALTERNATIVES:**

1. Decline to approve the Amendment No. 1 with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Yucca Mountain proceedings with existing attorney staff.
2. Decline to approve Amendment No. 1 with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.


**OTHER AGENCY INVOLVEMENT:** none

**FINANCING:** Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2019/20 budget.

**APPROVALS**

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>3/28/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)   Approved: <u>yes</u> Date <u>4/2/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <u>✓</u> Date <u>4/11/19</u>

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 3/28/19

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)  Date: 5/10/19



**AMENDMENT NUMBER 1**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2020, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2019.

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

AMENDMENT NUMBER 1

AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY

28th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF May, 2019.

COUNTY OF INYO

By: 

Dated: 05-28-19

CONTRACTOR

By: 

Signature

Gregory L. James

Type or Print

Dated: 4/1/2019

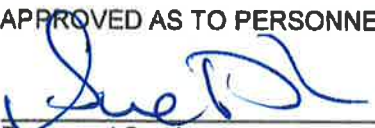
APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
County Risk Manager

s/CoCo/Contract/Modified/GJAmnd1.03212019 YuccaMt

**AMENDMENT NUMBER 2**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**GREGORY L. JAMES**  
**FOR THE PROVISION OF LEGAL SERVICES**  
**YUCCA MOUNTAIN NUCLEAR REPOSITORY**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James of Bishop, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 5, 2018, on County of Inyo Standard Contract No.123, for the term from July 1, 2018 through June 30, 2019.

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County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.** is amended to read as follows:

The term of this Agreement shall be from July 1, 2019 to June 30, 2021, unless sooner terminated as provided below.

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is July 1, 2020.

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

**AMENDMENT NUMBER 2**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

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

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: Gregory L. James  
Signature

Gregory L. James  
Type or Print

Dated: 5/1/2020

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

s/CoCo/Contract/Modified/GJAmnd2.04302020YuccaMt



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** Breanne Nelums

**SUBJECT:** Increase purchase authority to Quinn Company for Public Works/Road Department

---

**RECOMMENDED ACTION:**

Request Board authorize an increase to Public Works's purchasing authority with Quinn Company of City of Industry, CA by \$10,000, to a total not-to-exceed amount of \$30,000 for the purchase of parts for equipment repairs.

**SUMMARY/JUSTIFICATION:**

Public Works is a large department operating off nearly (25) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space." In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley, we purchase from vendors in both the North and South County when we can.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On August 6th, 2019 your board approved a limit of \$20,000 to Quinn Company for the departments purchase authority for the fiscal year.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor's Office

**FINANCING:**

These invoices will be paid from multiple budgets, and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

**ATTACHMENTS:**

**APPROVALS:**

Breanne Nelums	Created/Initiated - 5/14/2020
Darcy Ellis	Approved - 5/14/2020
Breanne Nelums	Approved - 5/14/2020
Michael Errante	Approved - 5/14/2020
Marshall Rudolph	Approved - 5/14/2020
Amy Shepherd	Approved - 5/15/2020
Michael Errante	Final Approval - 5/15/2020



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** Michael Errante

**SUBJECT:**

Resolution - 2019 Maintained Mileage Certification

---

**RECOMMENDED ACTION:**

Request Board: A) approve Resolution No. 2020-22, certifying the Inyo County Maintained Mileage list for the year 2019; and B) authorize the Public Works Department to file the Resolution with the District 9 Office of the State of California Department of Transportation.

**SUMMARY/JUSTIFICATION:**

Section 2121 of the Streets and Highways Code stipulates that in May of each year, each county shall submit to the California Department of Transportation Districts any additions or exclusions to its mileage of maintained county highways, specifying the termini and mileage of each route added or excluded from its county maintained mileage. The submittal is to be in the form of a resolution by the Board of Supervisors. The reported maintained mileage is for the previous calendar year.

The updates required for the 2019 Maintained Mileage Certification are shown in Exhibit A to the Resolution. This year the State has requested that each agency submit a geographic information system (GIS) database for their road systems. Public Works and the Road Department have prepared and reviewed the database to ensure that it accurately depicts Inyo County's Maintained Mileage. This process does require minor corrections to the length of many roads; the majority of these corrections are less than one tenth of a mile.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve this resolution certifying the additions and deletions from the Inyo County Maintained Mileage, and could direct the Public Works Department to modify the list as deemed appropriate.

**OTHER AGENCY INVOLVEMENT:**

Caltrans

**FINANCING:**

N/A

**ATTACHMENTS:**

1. 2019 Mileage Resolution

**APPROVALS:**

Ashley Helms

Darcy Ellis

Ashley Helms

Marshall Rudolph

Michael Errante

Created/Initiated - 4/30/2020

Approved - 5/5/2020

Approved - 5/20/2020

Approved - 5/21/2020

Final Approval - 5/21/2020



Resolution 2020- \_\_\_\_

**RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
ANNUAL CERTIFICATION OF THE 2019  
MAINTAINED MILEAGE LOG**

**WHEREAS**, Section 2121 of the Streets and Highways Code requires an annual report to Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

**WHEREAS**, "Exhibit A" sets the Maintained County Road System from January 1, 2019 through December 31, 2019;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the Board of Supervisors of the County of Inyo the "Exhibit A" attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2019 through December 31, 2019;

**BE IT FURTHER RESOLVED AND ORDERED**, that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

**APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Inyo County Board of Supervisors, County of Inyo:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Rick Pucci, Chair  
Inyo County Board of Supervisors

**ATTEST:**

Clint Quilter, Clerk of the Board

By: \_\_\_\_\_  
Assistant Clerk of the Board

# Exhibit A

1. Relinquishment to County from State: None

2. Additions (new roads):

Road Name	Road Number	New Mileage	Record Document
None			

3. Additions (extensions):

See following pages

4. Exclusions (abandonment of portion):

See following pages

5. Exclusions/Addition (road name changes):

Road Name	Road Number	Corrected Road Name	Corrected Road Number	New Mileage	Record Document
None					

Road	Description	To Road	From Road	Length in Previous MM Submittals	New MM Length Per GIS Layer	Difference
1001	Rock Creek Rd.	Roads End	Mono County Li	2.83	2.28	0.55
1002	BOUNDARY ROAD	1003 Round Val	1007 Old Sherw	0.63	0.61	0.02
1003	ROUND VALLEY ROAD - NORTH	1006 Birchim L	1010 South Rou	4.85	4.90	-0.05
1004	RANGER STATION ROAD	Roads End	1003 Round Val	1.30	1.29	0.01
1005	MILL CREEK ROAD	Hwy 395	Hwy 395	0.70	1.19	-0.49
1006	BIRCHIM LANE	Hwy 395 South	1003 North Rou	1.27	1.28	-0.01
1007	OLD SHERWIN GRADE ROAD	Mono County - P	1009 Pine Cree	3.35	3.65	-0.30
1008	VANADIUM RANCH ROAD	1003 Round Val	1009 Pine Cree	1.75	1.76	-0.01
1009	PINE CREEK ROAD	Roads End	1009 Pine Cree	9.40	9.47	-0.07
1010	ROUND VALLEY ROAD - SOUTH	1013 Sawmill R	1003 Round Val	5.54	4.80	0.74
1011	ROUND VALLEY TUNGSTEN ROAD	Roads End	1010 Round Val	1.81	1.77	0.04
1012	GORGE ROAD	Hwy 395	1007 Old Sherw	0.20	0.21	-0.01
1013	SAWMILL ROAD	Hwy 395 South	1016 Ed Powers	1.87	1.89	-0.02
1014	TUNGSTEN CITY ROAD	Roads End	1016 Ed Powers	2.73	2.71	0.02
1015	ABELOR ROAD	Roads End	1013 Sawmill R	0.34	0.39	-0.05
1016	ED POWERS ROAD	Hwy 395	Hwy 168	2.43	2.43	0.00
1017	RED HILL ROAD	Hwy 168	1016 Ed Powers	1.42	1.31	0.11
1018	VALLEY WEST CIRCLE	Roads End	1023 Sunrise D	0.06	0.06	0.00
1019	PLANT FIVE ROAD	Roads End	2085 Bishop Cr	0.17	0.38	-0.21
1020	BUTTERMILK ROAD	Roads End	Hwy 168	7.64	7.24	0.40
1021	SAND CANYON ROAD	2085 Bishop Cr	8012 Non Count	0.80	0.80	0.00
1022	PLEASANT VALLEY DAM ROAD	1038 Chalk Blu	Hwy 395	2.40	2.35	0.05
1023	SUNRISE DRIVE	Roads End	1033 Barlow La	0.50	0.49	0.01
1024	OTEY ROAD	Roads End	1017 Red Hill	0.69	0.51	0.18
1025	MUMY LANE	1028 Underwood	Hwy 168	1.17	1.04	0.13
1026	SHEPARD LANE	Roads End	Hwy 168	0.40	0.41	-0.01
1027	REATA ROAD	1028 Underwood	Hwy 168	0.80	0.82	-0.02
1028	UNDERWOOD LANE	1033 Barlow La	1027 Reata Roa	3.80	1.18	2.62
1029	MCLAREN LANE	1051 Mountian	Hwy 168	0.37	0.37	0.00
1030	BROCKMAN LANE	1032 Dixon Lan	Hwy 168	2.52	2.51	0.01
1031	RIVERSIDE ROAD	Hwy 6	1030 Brockman	2.10	2.01	0.09
1032	DIXON LANE	Hwy 6	1030 Brockman	2.01	2.01	0.00
1033	BARLOW LANE	1106 Saniger L	1028 Underwood	3.80	3.71	0.09
1034	BIR ROAD	Roads End	1033 Barlow La	2.16	2.92	-0.76
1035	SCHOBER LANE	1033 Barlow La	2034 Sunland D	1.10	1.09	0.01
1036	FIVE BRIDGES ROAD	Hwy 6	1037 Jean Blan	1.84	1.86	-0.02
1037	JEAN BLANC ROAD	1036 Five Brid	1038 Chalk Blu	4.64	4.64	0.00
1038	CHALK BLUFF ROAD	1037 Jean Blan	1022 Pleasant	5.90	5.88	0.02
1039	CASA DIABLO	Mono County	1038 Chalk Blu	4.46	4.46	0.00
1040	FISH SLOUGH ROAD	Mono County	1037 Jean Blan	3.12	3.10	0.02
1041	NORTH INYO	Roads End	Hwy 6	0.58	1.01	-0.43
1042	RUDOLPH ROAD	Roads End	Mono County	2.35	1.44	0.91
1043	JOE SMITH ROAD	1037 Jean Blan	1044 Silver Ca	1.27	1.28	-0.01
1044	SILVER CANYON ROAD	Hwy 6	1045 Laws Pole	13.86	11.54	2.32
1045	LAWS POLETA ROAD	2045 Poleta La	1044 Silver Ca	3.03	1.72	1.31
1046	WYMAN CREEK ROAD	1083 White Mou	Hwy 168	17.70	17.64	0.06
1047	OASIS ROAD	8039 Non Count	Hwy 168	1.20	1.23	-0.03

Road	Description	To Road	From Road	Length in Previous MM Submittals	New MM Length Per GIS Layer	Difference
1048	EUREKA VALLEY ROAD	2048 Eureka Va	8039 Non Count	8.40	8.40	0.00
1049	PLANT SIX ROAD	Roads End	Hwy 168	0.20	0.20	0.00
1050	HIGHLAND DRIVE	Roads End	1033 Barlow La	0.46	0.46	0.00
1051	MOUNTAIN VIEW ROAD - SOUTH	1052 Ranch Roa	1029 McLaren L	0.16	0.16	0.00
1052	RANCH ROAD	1055 Mt. View	1053 Mt. Tom R	0.45	0.46	-0.01
1053	MOUNT TOM ROAD	Roads End	1052 Ranch Roa	0.34	0.39	-0.05
1054	VISTA ROAD	Roads End	1052 Ranch Roa	0.23	0.23	0.00
1055	MOUNT VIEW ROAD - NORTH	Roads End	1052 Ranch Roa	0.21	0.17	0.04
1056	SUNSET DRIVE	Roads End	1033 Barlow La	0.43	0.46	-0.03
1058	CHURCHILL MINE ROAD	Roads End	1037 Jean Blan	1.32	1.53	-0.21
1059	SEE VEE LANE	Hwy 395	Hwy 168	1.00	1.00	0.00
1060	TU SU LANE	Hwy 395	Hwy 168	1.00	1.00	0.00
1061	PA HA LANE	Hwy 395	Roads End	1.49	1.50	-0.01
1062	DIAZ LANE	1059 See Vee L	1030 Brockman	1.00	1.01	-0.01
1063	PA ME LANE	1078 Indian Cr	Hwy 168	0.49	0.50	-0.01
1064	FLYNN ROAD	Roads End	1045 Laws Pole	1.37	1.29	0.08
1065	STEWART ROAD	Roads End	1064 Flynn Roa	0.54	0.53	0.01
1066	COYOTE VALLEY ROAD	Roads End	1028 Underwood	4.09	3.90	0.19
1067	MEADOW LANE	1071 Pinion Ro	Hwy 168	0.24	0.25	-0.01
1068	MESQUITE ROAD	1069 Birch St,	1072 Laurel Ro	0.41	0.44	-0.03
1069	BIRCH STREET - EAST	1063 Pa Me Lan	1082 Grandview	0.08	0.12	-0.04
1070	CEDAR STREET - EAST	1068 Mesquite	1082 Grandview	0.05	0.07	-0.02
1071	PINON ROAD	Roads End	1070 Cedar Str	0.09	0.09	0.00
1072	LAUREL ROAD	1082 Grandview	1071 Pinion Ro	0.11	0.11	0.00
1073	RANCH VIEW LANE	Roads End	1052 Ranch Roa	0.06	0.06	0.00
1074	LONGVIEW DRIVE	Roads End	1033 Barlow La	0.50	0.50	0.00
1075	WATTERSON ROAD	Roads End	1027 Reata Roa	0.31	0.30	0.01
1076	SIERRA VISTA WAY	Roads End	1033 Barlow La	0.50	0.47	0.03
1077	ROCKING K ROAD	Roads End	1016 Ed Powers	0.91	0.86	0.05
1078	INDIAN CREEK DRIVE	Roads End	1063 Pa Me Lan	0.32	0.32	0.00
1079	TUMBLEWEED ROAD - NORTH	1070 Cedar Str	Roads End	0.04	0.12	-0.08
1080	MORNINGSIDE DRIVE	Roads End	1063 Pa Me Lan	0.24	0.24	0.00
1081	WILDROSE LANE	1069 Birch Str	1068 Mesquite	0.29	0.29	0.00
1082	GRANDVIEW DRIVE	Hwy 168	1068 Mesquite	0.43	0.40	0.03
1083	WHITE MOUNTAIN ROAD	Mono County	2083 White Mou	6.62	8.70	-2.08
1084	LAZY A DRIVE	1086 Bar M. La	Hwy 395	0.45	0.33	0.12
1085	IRENE WAY	1116 Carol Lan	1057 Irene Str	0.05	0.27	-0.22
1086	BAR M LANE	Roads End	1091 Rocking W	0.16	0.16	0.00
1087	BAR L LANE	Roads End	1091 Rocking W	0.17	0.15	0.02
1088	GLENBROOK WAY	1090 Orinda Dr	1033 Barlow La	0.41	0.41	0.00
1089	HORTON CREEK ROAD	Roads End	1010 Round Val	0.78	0.78	0.00
1090	ORINDA DRIVE	1076 Sierra Vi	1028 Underwood	0.13	0.13	0.00
1091	ROCKING W DRIVE	Roads End	1087 Bar L. La	0.48	0.50	-0.02
1092	ARBOLES DRIVE	Roads End	Roads End	0.79	0.68	0.11
1093	REINA ROAD	Roads End	Mesa Vista Driv	0.24	0.24	0.00
1094	VISTA VERDE ROAD	Roads End	1098 Mesa Vist	0.08	0.08	0.00
1095	ALISO CIRCLE	Roads End	1092 Arboles D	0.06	0.06	0.00

Road	Description	To Road	From Road	Length in Previous MM Submittals	New MM Length Per GIS Layer	Difference
1096	MAJORKA CIRCLE	Roads End	1092 Arboles D	0.10	0.11	-0.01
1097	AVENIDA DEL MONTE	1092 Arboles D	1098 Mesa Vist	0.15	0.16	-0.01
1098	MESA VISTA DRIVE	1092 Arboles D	Hwy 395	0.43	0.43	0.00
1099	HOUSTEN DRIVE	Roads End	1092 Arboles D	0.46	0.45	0.01
1100	BROOKSIDE DRIVE	Roads End	1029 McLaren L	0.22	0.23	-0.01
1101	MAJESTIC WAY	Roads End	1052 Ranch Roa	0.04	0.04	0.00
1102	LURING LANE	Roads End	1052 Ranch Roa	0.06	0.06	0.00
1103	STARLITE DRIVE	Roads End	Hwy 168	1.15	1.28	-0.13
1104	RUNNING IRON ROAD	1077 Rocking K	1077 Rocking K	0.21	0.22	-0.01
1105	AURORA CIRCLE	Roads End	1104 Running I	0.03	0.04	-0.01
1106	SANIGER LANE	1107 Juniper S	1032 Dixon Lan	0.66	0.62	0.04
1107	JUNIPER STREET	1108 Valley Vi	1106 Saniger L	0.20	0.21	-0.01
1108	VALLEY VIEW DRIVE	Roads End	1032 Dixon Lan	0.44	0.45	-0.01
1109	WEST STREET	Roads End	1106 Saniger L	0.28	0.28	0.00
1110	POLARIS CIRCLE	Roads End	1103 Starlite	0.07	0.34	-0.27
1111	ALTAIR CIRCLE	Roads End	1103 Starlite	0.10	0.10	0.00
1112	APOLLO CIRCLE	Roads End	1103 Starlite	0.30	0.33	-0.03
1113	LAWS FRONTAGE ROAD	Roads End		0.20	0.21	-0.01
1114	HARDY ROAD	Roads End	1003 Round Val	0.25	0.25	0.00
1115	ARCTURIS CIRCLE	1103 Starlite	Roads End	0.21	0.21	0.00
1116	CAROL LANE	Roads End	Roads End	0.34	0.33	0.01
1117	AUDREY LANE	Roads End	Roads End	0.09	0.19	-0.10
1118	SARAH VIEW	1117 Audrey La	1076 Sierra Vi	0.08	0.08	0.00
1119	CHEROKEE CIRCLE	Roads End	1121 Sioux Lan	0.03	0.03	0.00
1120	CHOCTAW LANE	1108 Valley Vi	1121 Sioux Lan	0.38	0.31	0.07
1121	SIOUX LANE	Roads End	1120 Choctaw	0.06	0.09	-0.03
1122	WILSON CIRCLE	1108 Valley Vi	Roads End	0.07	0.06	0.01
1123	FAIRVIEW CIRCLE	Roads End	1075 Watterson	0.04	0.05	-0.01
1124	BEAR CREEK DRIVE	Roads End	1108 Valley Vi	0.35	0.35	0.00
1125	SILVER CREEK DRIVE	Roads End	1124 Bear Cree	0.03	0.03	0.00
1126	HUNTER WAY	Roads End	1109 West Stre	0.04	0.06	-0.02
1127	SHOSHONE DRIVE	Roads End	Roads End	0.31	0.52	-0.21
1128	PAIUTE CIRCLE	Roads End	Roads End	0.06	0.06	0.00
1129	ARAPAHOE CIRCLE	Roads End	1120 Choctaw L	0.03	0.04	-0.01
1130	WASHOE CIRCLE	Roads End	1120 Chotaw La	0.04	0.04	0.00
1131	SUNSET DRIVE	Roads End	1033 Barlow La	0.51	0.52	-0.01
1132	SUMMER HAZE CIRCLE	Roads End	Roads End	0.08	0.09	-0.01
1133	LEISURE CIRCLE	Roads End	1132 Summer Ha	0.03	0.03	0.00
1134	AUTUMN LEAVES CIRCLE	Roads End	Roads End	0.06	0.07	-0.01
1135	SNOW CIRCLE	Roads End	1131 Sunset Dr	0.05	0.06	-0.01
1136	SUNDOWN CIRCLE	Roads End	1131 Sunset Dr	0.06	0.07	-0.01
1137	STONE CIRCLE	Roads End	1108 Valley Vi	0.07	0.07	0.00
1138	APACHE DRIVE	Roads End	1106 Saniger L	0.17	0.18	-0.01
1139	CHEYENNE DRIVE	1127 Shoshone	1127 Shoshone	0.28	0.27	0.01
1140	NAVAJO CIRCLE	Roads End	1106 Saniger L	0.10	0.09	0.01
1141	GRAZIDE CIRCLE	Roads End	1108 Valley Vi	0.06	0.06	0.00
1142	HOPI CIRCLE	Roads End	1106 Saniger L	0.05	0.05	0.00

Road	Description	To Road	From Road	Length in Previous MM Submittals	New MM Length Per GIS Layer	Difference
1143	KIOWA CIRCLE	Roads End	1127 Shoshone	0.10	0.11	-0.01
1144	ZUNI CIRCLE	Roads End	1127 Shoshone	0.03	0.03	0.00
1145	HOBBS CIRCLE	Roads End	1108 Valleyvie	0.07	0.07	0.00
2011	SULFUR ROAD	Roads End	2017 Death Val	0.30	0.56	-0.26
2012	DEEP SPRINGS RANCH ROAD	Roads End	Hwy 168	0.80	1.19	-0.39
2013	POLETA ROAD	2014 Eastside	Bishop City Lin	4.13	4.20	-0.07
2014	EASTSIDE ROAD	2018 Warm Spri	2013 Poleta Ro	2.31	2.19	0.12
2015	REDDING CANYON ROAD	Roads End	2014 Eastside	1.82	1.96	-0.14
2016	BLACK CANYON ROAD	Nat'l Forest Bo	2014 Eastside	5.35	5.65	-0.30
2017	DEATH VALLEY ROAD - NORTH	3017 Death Val	3017 Death Val	35.27	31.76	3.51
2018	WARM SPRINGS ROAD	Roads End	2014 Eastside	6.60	6.61	-0.01
2019	COLLINS ROAD	Roads End	2020 Gerkin Ro	4.36	4.11	0.25
2020	GERKIN ROAD	Roads End	2019 Collins R	3.66	3.60	0.06
2021	OWENS ROAD	2020 Gerkin Ro	Roads End	0.15	0.15	0.00
2022	SOUTH LAKE ROAD	Roads End	Hwy 168	7.37	7.07	0.30
2023	COLUMBINE DRIVE	Roads End	Hwy 168	0.38	0.29	0.09
2024	LAKE ROAD	Roads End	2025 North Lak	0.44	0.43	0.01
2025	NORTH LAKE ROAD	Roads End	Hwy 168	2.08	2.00	0.08
2026	SABRINA ROAD	Roads End	Hwy 168	0.68	0.77	-0.09
2027	NORTH STREET	2020 Gerkin Ro	Roads End	0.10	0.09	0.01
2028	COUNTY ROAD	2029 Keoughs H	3028 County Ro	3.50	3.92	-0.42
2029	KEOUGH HOT SPRINGS	Roads End	Hwy 395	0.89	0.91	-0.02
2030	WYE ROAD	Roads End	Bishop City Lin	0.96	1.13	-0.17
2031	SUNLAND INDIAN RESERVATION ROAD	1035 Schober L	Hwy 395	1.69	1.69	0.00
2034	SUNLAND DRIVE	2020 Gerkin	Hwy 168	3.66	3.67	-0.01
2035	SCHOBEL LANE	2034 Sunland R	Hwy 395	0.52	0.52	0.00
2039	COTTONWOOD LANE	Roads End	2020 Gerkin Ro	0.74	0.81	-0.07
2040	CHERRY TREE CIRCLE	Roads End	2039 Cottonwoo	0.16	0.16	0.00
2041	VISTA CIRCLE WEST	Roads End	2040 Cherry Tr	0.04	0.05	-0.01
2042	JEFFERY CIRCLE	Roads End	2039 Cotton Wo	0.13	0.13	0.00
2043	MANDICH LANE	Bishop	2034 Sunland D	0.32	0.27	0.05
2044	WEST JAY STREET	Road End	HWY 395	0.08	0.08	0.00
2045	POLETA LAWS ROAD	2013 Poleta Ro	1045 Poleta La	1.18	1.16	0.02
2047	WILLOW CREEK ROAD	Nevada State Li	1048 Eureka Va	6.96	6.14	0.82
2048	EUREKA VALLEY ROAD	2017 Death Val	1048 Eureka Va	11.86	12.00	-0.14
2049	EUREKA ROAD - SOUTH	Roads End	2048 Eureka Ro	13.69	9.35	4.34
2050	VAN LOON LANE	Roads End	2013 Poleta Ro	0.25	0.25	0.00
2053	AIRPORT ROAD	Roads End	2013 Poleta Ro	0.80	0.75	0.05
2054	RAWSON CREEK ROAD	2059 Sierra La	2020 Gerkin Ro	0.23	0.25	-0.02
2055	FOOTHILL DRIVE	Roads End	2020 Gerkin Ro	0.11	0.12	-0.01
2056	TRAIL CIRCLE	Roads End	2055 Foothill	0.02	0.02	0.00
2057	PANORAMA DRIVE	Roads End	2020 Gerkin Ro	0.12	0.24	-0.12
2058	SIERRA GRANDE	Roads End	2020 Gerkin Ro	0.23	0.47	-0.24
2059	SIERRA LADERA STREET	Roads End	2054 Rawson Cr	0.24	0.24	0.00
2060	SIERRA BONITA STREET	2059 Sierra La	2020 Gerkin Ro	0.21	0.21	0.00
2062	AGAPE CIRCLE	Roads End	2019 Collins R	0.03	0.03	0.00
2081	ALPINE DRIVE	Roads End	Hwy 168	0.23	0.27	-0.04

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2083	WHITE MOUNTIAN ROAD	1083 White Mou	Hwy 168	8.36	8.51	-0.15
2084	BISHOP GOLF COURSE ROAD	Roads End	Hwy 395	0.22	0.25	-0.03
2085	BISHOP CREEK ROAD - EAST	Roads End	Hwy 168	2.62	2.71	-0.09
2086	WHITE PINE ROAD	Roads End	2088 Cataract	0.09	0.10	-0.01
2087	IRIS DRIVE	Roads End	2090 Cardinal	0.09	0.09	0.00
2088	CATARACT ROAD	2023 Columbine	Hwy 168	0.73	0.72	0.01
2089	SAGE DRIVE	2081 Alpine Roa	Hwy 168	0.15	0.16	-0.01
2090	CARDINAL ROAD	2023 Columbine	Hwy 168	0.41	0.48	-0.07
2091	BROOK LANE	Roads End	2086 White Pin	0.07	0.07	0.00
2092	MIDDLE FORK ROAD	2026 Sabrina R	Hwy 168	0.27	0.24	0.03
2093	RESERVOIR ROAD	Roads End	Hwy 168	0.56	0.24	0.32
2094	BIG TREES ROAD	Roads End	Hwy 168	1.41	1.04	0.37
2095	HABEGGER LANE	2096 Canyon Ro	2022 South Lak	0.09	0.09	0.00
2096	CANYON DRIVE	Roads End	2095 Habegger	0.23	0.23	0.00
2097	MOUNT TOM VIEW DRIVE	Roads End	2096 Canyon Ro	0.09	0.08	0.01
2098	SIERRA SUMMIT	Roads End	Hwy 168	0.05	0.06	-0.01
2099	SUMAC ROAD	Roads End	2081 Alpine Dr	0.11	0.11	0.00
2100	MANZANITA ROAD	Roads End	2081 Alpine Dr	0.11	0.10	0.01
2101	BARRETT CIRCLE	Roads End	2039 Cottonwoo	0.23	0.10	0.13
3001	SUGARLOAF ROAD	Roads End	3002 Glacier L	1.96	1.58	0.38
3002	GLACIER LODGE ROAD	Roads End	3212 West Stre	11.74	9.95	1.79
3003	REYNOLDS ROAD	Hwy 395	3028 County Ro	1.02	1.04	-0.02
3004	BAKER CREEK ROAD	Roads End	Hwy 395	1.77	0.99	0.78
3005	CONE ROAD	Roads End	3002 Glacier L	0.40	0.39	0.01
3006	MCMURRAY MEADOWS ROAD	Roads End	Nat'l Forest Bo	7.54	7.44	0.10
3007	ARC ROAD	Roads End	3001 Sugar Loa	0.12	0.37	-0.25
3008	BIG PINE REPEATER ROAD	Roads End	3017 Death Val	0.51	0.50	0.01
3009	BARTELL ROAD	Roads End	Hwy 395	1.88	1.94	-0.06
3010	LOWER GLACIER ROAD	Roads End	3006 McMurray	2.13	0.47	1.66
3011	NEWMAN STREET	3009 Bartell R	Hwy 395	0.95	1.03	-0.08
3012	STEWARD LANE	Roads End	Hwy 395	2.12	1.39	0.73
3013	WAUCOBA SALINE ROAD	4013 Saline Va	Nat'l Forest Bo	27.20	27.63	-0.43
3014	STEWARD RANCH ROAD	3017A Death Va	Roads End	0.30	0.34	-0.04
3015	BIG PINE DUMP ROAD	Roads End	Hwy 395	0.53	0.48	0.05
3016	GREGG ROAD	Roads End	3015 Big Pine	0.22	0.24	-0.02
3017	DEATH VALLEY ROAD - SOUTH	Nat'l Forest Bo	Nat'l Forest Bo	32.91	31.57	1.34
3018	TINNEMAHA ROAD	3035 Fish Spri	Roads End	13.09	13.29	-0.20
3019	BIRCH CREEK ROAD	Roads End	3018 Tinnemaha	1.53	0.79	0.74
3020	FULLER ROAD	Roads End	3018 Tinnemaha	1.79	1.77	0.02
3021	ELNA ROAD	Roads End	Hwy 395	0.24	0.22	0.02
3022	TABOOSE CREEK ROAD	Nat'l Forest Bo	3018 Tinnemaha	4.29	4.45	-0.16
3023	ABERDEEN STATION ROAD	Hwy 395	3018 Tinnemaha	2.65	2.63	0.02
3024	BLACK ROCK SPRINGS ROAD	3027 Coloseum	3018 Tinnemaha	1.94	1.97	-0.03
3025	DIVISION CREEK ROAD	Nat'l Forest Bo	3018 Tinnemaha	3.63	3.52	0.11
3026	UPPER DIVISION CREEK ROAD	Road End	3025 Division	1.13	1.07	0.06
3027	COLOSEUM ROAD	3024 Black Roc	Hwy 395	3.24	3.13	0.11
3028	COUNTY ROAD	Nat'l Forest Bo	Hwy 395	4.43	4.26	0.17

Road	Description	To Road	From Road	Length in Previous MM Submittals	New MM Length Per GIS Layer	Difference
3029	FORT INDEPENDENCE ROAD	Hwy 395	Hwy 395	2.48	2.60	-0.12
3030	FISH HATCHERY ROAD	3031 Oak Creek	Hwy 395	1.37	1.22	0.15
3031	OAK CREEK ROAD - NORTH	Roads End	3030 Fish Hatc	4.05	4.45	-0.40
3032	OAK CREEK ROAD - SOUTH	Roads End	3030 Fish Hatc	1.42	1.41	0.01
3033	SARAH STREET	3406 Kearsarge	3407 Payne Str	0.22	0.39	-0.17
3034	BELL ACCESS ROAD	3030 Fish Hatc	3036 Shabbell	0.49	0.17	0.32
3035	FISH SPRINGS ROAD	Hwy 395	Hwy 395	2.70	3.06	-0.36
3036	SCHABBELL LANE	3029 Fort Inde	Hwy 395	1.40	1.29	0.11
3037	SUSAN STREET	Roads End	3405 Market St	0.19	0.33	-0.14
3038	MARY STREET	3402 West Wall	3409 West Park	0.42	0.50	-0.08
3039	LILY STREEET	3405 Market St	3404 Center St	0.40	0.48	-0.08
3040	DALE STREET	3401 Inyo Steet	3408 Pavillion	0.42	0.50	-0.08
3041	JEWEL ALLEY	Roads End	3401 Inyo Stee	0.11	0.14	-0.03
3042	CAROLYN STREET	3405 Market St	3411 Sierra St	0.17	0.16	0.01
3045	MAZOURKA CANYON ROAD	Nat'l Forest Bo	Hwy 395	14.74	13.63	1.11
3046	DUMP ROAD	Roads End	Hwy 395	0.81	0.80	0.01
3047	ONION VALLEY ROAD	Nat'l Forest Bo	3405 West Mark	14.40	12.78	1.62
3048	CRATER STREET	3051 Butcher L	3050 Baker Lan	0.94	0.98	-0.04
3049	PIPER STREET	3009 Bartell R	3050 Baker Lan	0.50	0.49	0.01
3050	BAKER LANE	3049 Piper Str	3048 Crater St	0.17	0.17	0.00
3051	BUTCHER LANE	3011 Newman St	Hwy 395	0.25	0.26	-0.01
3052	SEVEN PINES ROAD	Roads End	3047 Onion Val	0.32	0.34	-0.02
3053	GRIFFITH ROAD	3018 Tinnemaha	3035 Fish Spri	0.50	0.50	0.00
3054	TERRACE DRIVE	3003 Reynolds	3003 Reynolds	0.33	0.35	-0.02
3055	FOOTHILL ROAD	Roads End	3047 Onion Val	2.80	2.78	0.02
3056	GOODALE ROAD	Roads End	Hwy 395	2.00	2.21	-0.21
3057	PINE ROAD	3061 Elm Crest	3003 Reynolds	0.26	0.23	0.03
3058	JUNIPER ROAD	3059 Mountian	3003 Reynolds	0.17	0.17	0.00
3059	MOUNTAIN ROAD	Roads End	3057 Pine Road	0.33	0.23	0.10
3060	MEADOW LARK ROAD	3061 Elmcrest	3059 Mountian	0.06	0.05	0.01
3061	ELMCREST DRIVE	Roads End	Roads End	0.34	0.32	0.02
3063	CARMELEA LANE	3070 Olivia La	Roads End	0.22	0.22	0.00
3064	MARIANNE WAY	3070 Olivia La	3063 Carmela L	0.13	0.14	-0.01
3065	JULIE ANN LANE	3064 Marianne	3003 Reynolds	0.04	0.06	-0.02
3066	BETTY LOU LANE	Roads End	3065 Julieanne	0.11	0.09	0.02
3067	MICHELLE CIRCLE	Roads End	3066 Betty Lou	0.05	0.04	0.01
3068	MYRTLE LANE	3070 Olivia Ro	3003 Reynolds	0.15	0.15	0.00
3069	KRISTINE CIRCLE	Roads End	3068 Myrtle La	0.05	0.06	-0.01
3070	OLIVIA LANE	Hwy 395	3028 County Ro	0.38	0.34	0.04
3071	TAMMY LANE	Roads End	3063 Carmela La	0.02	0.03	-0.01
3072	TAWNYA LANE	Roads End	3070 Olivia La	0.04	0.04	0.00
3201	POPLAR STREET	Roads End	Hwy 395	0.07	0.07	0.00
3202	CENTER STREET	3215 Pine Stre	3216 Washingto	0.10	0.10	0.00
3203	LOCUST STREET	Hwy 395	3216 Washingto	0.14	0.15	-0.01
3204	HOME STREET	3216 Washingto	3215 Pine Stre	0.10	0.10	0.00
3205	NANCY LANE	Roads End	3212 West Stre	0.08	0.09	-0.01
3206	CROCKER AVENUE	3212 West Stre	Hwy 395	0.50	0.50	0.00



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3207	CORNELL STREET	Roads End	3213 School St	0.31	0.32	-0.01
3208	DEWEY STREET	Roads End	3213 School St	0.25	0.25	0.00
3209	CHESTNUT STREET	3213 School St	Hwy 395	0.25	0.25	0.00
3210	WALNUT STREET	Hwy 395	3213 West Stre	0.25	0.25	0.00
3211	BLAKE STREET	3213 School St	Hwy 395	0.25	0.25	0.00
3212	WEST STREET	Roads End	3206 Crocker A	0.53	0.46	0.07
3213	SCHOOL STREET	3028 County Ro	3211 Blake Roa	1.00	1.00	0.00
3214	HALL STREET	3208 Dewey Str	3209 Chestnut	0.09	0.10	-0.01
3215	PINE STREET	Hwy 395	3201 Poplar St	0.37	0.39	-0.02
3216	WASHINGTON STREET	3202 Center St	3204 Home Stre	0.12	0.12	0.00
3217	SARA LANE	Roads End	3209 Chestnut	0.04	0.04	0.00
3401	INYO STREET - EAST	Roads End	Hwy 395	0.18	0.22	-0.04
3402	WALL STREET - EAST	3423 Crockett	Hwy 395	0.22	0.22	0.00
3403	MAIN STREET - EAST	3421 Clay Stre	Hwy 395	0.14	0.15	-0.01
3404	CENTER STREET - EAST	Hwy 395	3421 Clay Stre	0.14	0.14	0.00
3405	MARKET STREET - WEST	3047 Onion Val	Hwy 395	0.21	0.22	-0.01
3406	KEARSARGE STREET - EAST	Hwy 395	3421 Clay Stre	0.15	0.14	0.01
3407	PAYNE STREET - EAST	Hwy 395	3421 Clay Stre	0.14	0.14	0.00
3408	PAVILION STREET - EAST	Hwy 395	3424 Rosedale	0.22	0.31	-0.09
3409	PARK STREET - EAST	Hwy 395	3419 Jackson S	0.07	0.15	-0.08
3410	CITRUS STREET - WEST	3416 Washingto	Hwy 395	0.08	0.08	0.00
3411	SIERRA STREET - EAST	3426 Valley Vi	3424 Rosedale	0.08	0.07	0.01
3412	GRANT STREET - NORTH	3403 Main Stre	3402 Wall Stre	0.14	0.14	0.00
3414	WEBSTER STREET - NORTH	Roads End	3405 Market St	0.17	0.18	-0.01
3416	WASHINGTON STREET - NORTH	3401 Inyo Stre	3405 Market St	0.24	0.21	0.03
3419	JACKSON STREET - NORTH	3405 Market St	3401 Inyo Stre	0.29	0.29	0.00
3421	CLAY STREET - NORTH	3405 Market St	3401 Inyo Stre	0.29	0.29	0.00
3423	CROCKETT STREET - NORTH	Roads End	3402 Wall Stre	0.05	0.05	0.00
3424	ROSEDALE DRIVE	3405 Market St	3408 Pavilion	0.23	0.24	-0.01
3426	VALLEY VIEW DRIVE - SOUTH	Roads End	3405 Market St	0.25	0.25	0.00
4001	MANZANAR REWARD ROAD	Roads End	Hwy 395	5.75	5.49	0.26
4003	OWENYO-LONE PINE ROAD	4010 Dolomite	4001 Manzanar	13.91	13.89	0.02
4004	MOFFAT RANCH ROAD	Roads End	Hwy 395	4.30	4.06	0.24
4005	PANGBORN LANE	Hwy 395	Hwy 395	1.23	1.11	0.12
4006	LONE PINE NG ROAD	4003 Owenyo-Lo	Hwy 395	3.37	3.38	-0.01
4009	WHITE MOUNTAIN TALC ROAD	Roads End	4013 Saline Va	16.29	16.17	0.12
4010	DOLOMITE LOOP ROAD	Hwy 136	Hwy 136	4.52	4.53	-0.01
4011	COTTONWOOD POWERHOUSE ROAD	Roads End	Hwy 395	0.70	0.26	0.44
4012	UBEHEBE ROAD	4013 Saline Va	Nat'l Park Boun	6.96	7.03	-0.07
4013	SALINE VALLEY ROAD	5013 Saline Va	3013 Waucoba S	47.76	48.69	-0.93
4014	CAMP GROUND ROAD	4018 Whitney P	4015 Putnam Ro	0.13	0.13	0.00
4015	PUTNAM ROAD	4015 Putnam Ro	4018 Whitney P	0.87	0.93	-0.06
4016	BUDKE ROAD	Roads End	4015 Putnam Ro	0.17	0.18	-0.01
4017	HORSESHOE MEADOWS ROAD	Roads End	4018 Whitney P	18.71	18.96	-0.25
4018	WHITNEY PORTAL ROAD	Roads End	Hwy 395	13.35	11.83	1.52
4019	TUTTLE CREEK ROAD	4023 Lubken Ca	4018 Whitney P	5.10	5.45	-0.35
4020	GRANITE VIEW DRIVE	Roads End	4017 Horseshoe	2.73	2.87	-0.14

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4021	SUB STATION ROAD	Roads End	4425 Line Stre	1.47	1.47	0.00
4022	INDIAN SPRINGS DRIVE	4048 Dominy Ro	4019 Tuttle Cr	1.72	1.83	-0.11
4023	LUBKIN CANYON ROAD	4017 Horshoe M	Hwy 395	3.44	3.36	0.08
4024	CARROLL CREEK ROAD	Roads End	Hwy 395	1.00	0.93	0.07
4025	COTTONWOOD ROAD	Roads End	Hwy 395	4.37	4.25	0.12
4026	HOGBACK ROAD	4004 Moffatt R	4037 Movie Roa	6.30	6.77	-0.47
4027	CERRO GORDO ROAD	Hwy 136	8054 Non Count	7.51	7.81	-0.30
4029	SANTA ROSA ROAD	Roads End	5013 Saline Va	5.12	4.90	0.22
4031	OLANCHA DUMP ROAD	Roads End	4206 Old State	0.50	0.54	-0.04
4032	BARTLETTE ROAD	Roads End	Hwy 395	0.29	0.19	0.10
4033	LONE PINE GOLF COURSE ROAD	Roads End	Hwy 395	0.23	0.51	-0.28
4034	LASKY LANE	Roads End	4005 Pangborn	0.25	0.26	-0.01
4035	PANGBORN STREET	Roads End	4034 Lone Pine	0.12	0.12	0.00
4036	KELLOGG STREET	Roads End	4034 Lone Pine	0.12	0.13	-0.01
4037	MOVIE ROAD	4026 Hogback R	4018 Whiteny P	5.73	5.73	0.00
4038	OLIVAS RANCH ROAD	Roads End	4018 Whitney P	2.38	2.40	-0.02
4039	MAGAZINE ROAD	Roads End	4019 Tuttle Cr	0.50	0.78	-0.28
4041	GOODWIN ROAD	Roads End	4021 Sub Stati	0.49	0.50	-0.01
4042	ZUCCO ROAD	4021 Sub Stati	4058 Teya Road	0.52	0.50	0.02
4043	BURKHARDT ROAD	Roads End	Hwy 395	0.56	0.56	0.00
4044	THUNDERCLOUD LANE	4045 Shahar Av	4019 Tuttle Cr	0.93	0.93	0.00
4045	SHAHAR AVENUE	Roads End	Roads End	0.54	0.58	-0.04
4046	SUNSET DRIVE	4017 Hoshoe Me	4044 Thundercl	0.96	0.95	0.01
4047	HUNTER MOUNTAIN ROAD	Roads End	4013 Saline Va	6.40	7.07	-0.67
4048	DOMINY ROAD	Roads End	4022 Indian Sp	0.12	0.12	0.00
4049	ALABAMA DRIVE	4050 McDonald	4019 Tuttle Cr	0.77	0.75	0.02
4050	MCDONALD ROAD	4022 Indian Sp	4045 Shahar Av	0.35	0.35	0.00
4051	A STREET	4018 Whitney P	4404 Willow St	0.11	0.10	0.01
4052	B STREET	Roads End	4403 Locust St	0.27	0.27	0.00
4053	C STREET	4403 Locust St	4409 Post Stre	0.21	0.11	0.10
4054	D STREET	4403 Locust St	4404 Willow St	0.05	0.06	-0.01
4055	E STREET	4422 Hay Stree	4411 Muir Stre	0.12	0.12	0.00
4056	F STREET	4407 Mountian	4411 Muir Stre	0.22	0.24	-0.02
4057	MCELROY LANE	4404 Willow St	4405 Bush Stre	0.05	0.05	0.00
4058	TEYA ROAD	4042 Zucco Roa	Hwy 395	0.10	0.12	-0.02
4060	WHITNEY VISTA DRIVE	Mt. Langley Lan	Whitney Portal	0.15	0.16	-0.01
4061	MT. LANGLEY LANE	Road End	Whitney Vista D	0.13	0.39	-0.26
4062	HUNTER ROAD	Road End	4022 Indian Spr	0.25	0.25	0.00
4063	Valley View Drive	4061 - Langley	4018 - Whiteny	0.17	0.17	0.00
4201	LINCOLN STREET	4205 Yerington	4206 Old State	0.03	0.03	0.00
4202	FRANKLIN STREET	4205 Yerington	4206 Old State	0.05	0.06	-0.01
4203	MALONE STREET	4209 Maud Stre	Hwy 136	0.26	0.26	0.00
4204	CERRO GORDO STREET	Hwy 136	4209 Maud Stre	0.25	0.24	0.01
4205	YERINGTON AVENUE	4204 Cerro Gor	4201 Linclon A	0.28	0.28	0.00
4206	OLD STATE HIGHWAY	Road End	4031 Olancha D	0.55	0.55	0.00
4207	RAILROAD AVENUE	4206 Old State	4204 Cerro Gor	0.25	0.24	0.01
4208	LAWS AVENUE	Roads End	4204 Cerro Gor	0.13	0.19	-0.06

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4209	MAUD STREET	4204 Cerro Gor	4203 Malone St	0.10	0.11	-0.01
4401	BEGOLE STREET	Hwy 395	4419 Jackson S	0.12	0.07	0.05
4403	STATHAM WAY	4414 Brewery S	4416 Washingto	0.04	0.05	-0.01
4404	WILLOW STREET - EAST			0.16	0.16	0.00
4405	BUSH STREET - WEST	Hwy 395	4428 Fairbanks	0.10	0.46	-0.36
4407	MOUNTAIN VIEW STREET - EAST	Hwy 395	4414 Brewery S	0.36	0.33	0.03
4408	WHITNEY PORTAL ROAD	Hwy 395	4421 Lone Pine	0.10	0.10	0.00
4409	POST STREET - EAST	Hwy 395	4425 Line Stre	0.37	0.36	0.01
4411	MUIR STREET	4056 Street "F"	4055 Street "E"	0.32	0.32	0.00
4412	SCHOOL STREET - EAST	Hwy 395	4424 Lake View	0.08	0.08	0.00
4413	INYO STREET - EAST	4425 Line Stre	Hwy 395	0.28	0.28	0.00
4414	BREWERY STREET - SOUTH	4407 Mountian	Roads End	0.21	0.20	0.01
4416	WASHINGTON STREET - NORTH	4403 Statham W	4407 Mountian	0.37	0.16	0.21
4419	JACKSON STREET - NORTH	4407 Mountian	4401 Begole St	0.22	0.20	0.02
4421	LONE PINE AVENUE - NORTH	4407 Mountian	4403 Statham W	0.16	0.16	0.00
4422	HAY STREET - NORTH	4407 Mountian	4403 Statham W	0.15	0.16	-0.01
4423	MOUNT WHITNEY DRIVE - SOUTH	4407 Mountian	4411 Muir Stre	0.25	0.24	0.01
4424	LAKE VIEW AVENUE - SOUTH	4413 Inyo Stre	4407 Mountian	0.17	0.33	-0.16
4425	LINE STREET	4409 Post Stre	4413 Inyo Stre	0.20	0.19	0.01
4426	ROY ROGERS ROAD	4018 Whitney P	4414 Brewery S	0.34	0.34	0.00
4427	LUBKEN AVENUE - EAST	Roads End	Hwy 395	0.25	0.26	-0.01
4428	FAIRBANKS STREET	4018 Whitney P	4405 Bush Stre	0.05	0.10	-0.05
4429	TIM HOLT ROAD	Hwy 395	4414 Brewery S	0.11	0.11	0.00
4430	GENE AUTRY LANE	Roads End	Hwy 395	0.02	0.08	-0.06
5001	CLAY ROAD	Roads End	Nevada State Li	2.01	1.80	0.21
5002	STATE LINE ROAD	Nevada State Li	Hwy 127	5.21	5.17	0.04
5003	PETRO ROAD	Hwy 127	5005 Furnace C	7.16	7.31	-0.15
5005	FURNACE CREEK WASH ROAD	8083 Non Count	Hwy 127	35.79	36.70	-0.91
5006	TECOPA HOT SPRINGS ROAD	5007 Old Spani	5005 Furnace C	2.50	2.53	-0.03
5007	OLD SPANISH TRAIL HIGHWAY	Nevada State Li	Hwy 127	29.98	30.17	-0.19
5008	CHINA RANCH ROAD	Roads End	5005 Furnace C	2.04	2.04	0.00
5009	MESQUITE VALLEY ROAD	Nevada State Li	5050 Western T	20.92	20.81	0.11
5010	LOST SECTION ROAD	Roads End	5005 Furnace C	6.33	6.19	0.14
5011	OLANCHA-DARWIN ROAD	5014 Zinc Hill	Hwy 190	5.72	5.48	0.24
5012	TALC CITY ROAD	Roads End	Hwy 190	2.79	2.80	-0.01
5013	SALINE VALLEY ROAD	Hwy 190	4013 Saline Va	6.83	5.75	1.08
5014	ZINC HILL ROAD	Roads End	5015 Ophir Roa	4.07	4.11	-0.04
5015	OPHIR ROAD	5016 Old Toll	5075 Second Av	7.65	7.85	-0.20
5016	OLD TOLL ROAD	Hwy 190	5015 Ophir Roa	8.83	8.66	0.17
5017	NADEAU ROAD	5029 Trona-Wil	Hwy 190	25.95	23.92	2.03
5018	PANAMINT VALLEY ROAD	Hwy 190	5029 Trona-Wil	13.98	13.92	0.06
5019	MINIETTA ROAD	5017 Nadeau Ro	5018 Panamint	3.63	3.60	0.03
5020	FALL ROAD	Roads End	Hwy 395	0.87	0.87	0.00
5021	SHOP STREET	Roads End	Hwy 395	1.01	1.07	-0.06
5022	WALKER CREEK ROAD	Roads End	Hwy 395	5.00	4.25	0.75
5023	SCHOOL ROAD	Roads End	Hwy 395	0.39	0.40	-0.01
5024	CACTUS FLATS ROAD	Roads End	Hwy 395	10.38	10.15	0.23

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5025	SAGE FLATS DRIVE	Roads End	Hwy 395	5.45	5.46	-0.01
5026	ASH CREEK ROAD	Roads End	Hwy 395	1.61	1.57	0.04
5027	HAIWEE CANYON ROAD	Roads End	Hwy 395	2.62	2.61	0.01
5028	GENTRY ROAD	5007 Old Spain	5007 Old Spani	0.53	0.23	0.30
5029	TRONA-WILDROSE ROAD	8070 Non Count	SBD County	34.23	34.13	0.10
5030	PADRE POINT ROAD	Roads End	Hwy 190	0.60	0.42	0.18
5031	LITTLE LAKE ROAD	Hwy 395	Hwy 395	1.15	0.53	0.62
5032	SLATE RANGE ROAD	5018 Panamint	5017 Nadeu Roa	4.94	4.90	0.04
5033	SURPRISE CANYON ROAD	Roads End	5035 Wingate R	4.56	4.46	0.10
5034	BALLARAT ROAD	5035 Wingate R	5029 Trona-Wil	3.64	3.64	0.00
5035	WINGATE ROAD	5034 Ballarat	San Bernardino	20.08	20.06	0.02
5036	COYOTE CANYON ROAD	5035 Wingate R	8093 Non Count	9.14	9.11	0.03
5037	VALLEY WELLS ROAD	5044 Stockwell	5029 Trona-Wil	0.40	0.41	-0.01
5038	GILL STATION COSO ROAD	Roads End	5039 Sykes Roa	7.96	5.48	2.48
5039	SYKES ROAD	Roads End	Hwy 395	0.91	1.08	-0.17
5040	NINE MILE CANYON ROAD	Tulare County L	Hwy 395	10.64	9.84	0.80
5041	DOWNEY ROAD	8080 Non Count	5006 Tecop Hot	0.60	0.58	0.02
5043	CINDER ROAD	Roads End	Hwy 395	0.70	0.77	-0.07
5044	STOCKWELL MINE ROAD	Roads End	5037 Valley We	1.74	1.85	-0.11
5045	TRONA AIRPORT ROAD	Roads End	5029 Trona-Wil	0.75	0.80	-0.05
5046	ANDERSON WAY	Roads End	5041 Downey Ro	0.25	0.19	0.06
5048	HOMEWOOD CANYON ROAD	Roads End	5029 Trona-Wil	5.05	4.96	0.09
5049	SMITH TALC ROAD	San Bernardino	5009 Mesquite	1.04	1.04	0.00
5050	WESTERN TALC ROAD	San Bernardino	5005 Furnace C	1.14	1.11	0.03
5051	MESQUITE VALLEY ROAD	5009 Trona-Wil	San Bernardino	14.82	13.95	0.87
5052	OLD STATE HIGHWAY	Hwy 127	Hwy 127	0.63	0.61	0.02
5053	NESS STREET	5014 Zinc Hill	5011 Olancha-D	0.24	0.20	0.04
5054	SCHOOL STREET	5011 Olancha-D	5014 Zinc Hill	0.17	0.11	0.06
5055	TALC CITY CUTOFF	Hwy 190	5012 Talc City	0.98	1.01	-0.03
5056	QUARRY ROAD	Roads End	5029 Trona-Wil	0.46	0.63	-0.17
5057	DAWN LOOP	5006 Tecopa Ho	5006 Tecopa Ho	0.33	0.33	0.00
5058	NOONDAY STREET	5006 Tecopa Ho	5006 Tecopa Ho	0.84	0.90	-0.06
5059	SUNDOWN STREET	5058 Noonday S	5058 Noonday S	0.11	0.25	-0.14
5060	BOB WHITE WAY	5005 Furnace C	5041 Downey Ro	0.45	0.67	-0.22
5061	CROW CANYON ROAD	Roads End	5048 Homewood	0.45	0.46	-0.01
5062	ELIAS ROAD	Roads End	5006 Tecopa Ho	0.23	0.43	-0.20
5069	WILLIAMS ROAD	Roads End	5020 Fall Road	0.50	0.51	-0.01
5070	SUMMER ROAD	Roads End	5020 Fall Road	0.39	0.40	-0.01
5071	SPRING CIRCLE	Roads End	5020 Fall Road	0.10	0.11	-0.01
5072	STERLING ROAD	Kern County Lin	5040 Nine Mile	2.51	3.03	-0.52
5073	PEARSON ROAD	Hwy 395	Hwy 395	1.13	1.26	-0.13
5074	MARKET STREET	5075 Second Av	5015 Ophir Roa	0.10	0.42	-0.32
5075	SECOND AVENUE - SOUTHEAST	5015 Ophir Roa	5074 Market St	0.19	0.19	0.00
5076	LAKEVIEW ROAD	Roads End	5077 Enchanted	0.35	0.41	-0.06
5077	ENCHANTED LAKES ROAD	Roads End	Hwy 395	1.50	1.53	-0.03
5078	LAKE VILLAGE ROAD	Roads End	Hwy 395	1.50	1.51	-0.01
5201	WHITNEY STREET	Hwy 395	5206 Mojave St	0.17	0.18	-0.01

Road	Description	To Road	From Road	Length in Previous MM Submittals	New MM Length Per GIS Layer	Difference
5202	LAKE STREET	5205 Cartago S	Hwy 395	0.13	0.11	0.02
5203	OWENS STREET	5205 Cartago S	5204 Sierra St	0.05	0.05	0.00
5204	SIERRA STREET	5203 Owens Str	5201 Whitney S	0.24	0.25	-0.01
5205	CARTAGO STREET	5201 Whitney S	5203 Owens Str	0.24	0.24	0.00
5206	MOJAVE STREET	Roads End	5201 Whitney S	0.13	0.17	-0.04
1001A	LAKE ROAD	Roads End	1001 Rock Cree	0.50	0.58	-0.08
1069A	BIRCH STREET - WEST	Roads End	Roads End	0.10	0.09	0.01
1070A	CEDAR STREET - WEST	1079 Tumblewee	1097 Aveneda D	0.05	0.06	-0.01
1079A	TUMBLEWEED ROAD - SOUTH	Roads End	1078 Indian Cr	0.22	0.25	-0.03
1110A	POLARIS CIRCLE	Roads End	1112 Apollo Ci	0.31	0.07	0.24
2085A	BISHOP CREEK ROAD - WEST	Roads End	Hwy 168	0.46	0.46	0.00
3027A	COLOSEUM ROAD - NORTH	Hwy 395	Hwy 395	3.48	3.15	0.33
3206A	CROCKER AVENUE - WEST	3215 Pine Stree	Hwy 395	0.05	0.05	0.00
3401A	INYO STREET - WEST	Roads End	3416 Washingto	0.07	0.03	0.04
3402A	WALL STREET - WEST	Hwy 395	3416 Washingto	0.08	0.07	0.01
3403A	MAIN STREET - WEST	Hwy 395	3412 Grant Str	0.22	0.22	0.00
3404A	CENTER STREET - WEST	3412 Grant Str	Hwy 395	0.21	0.22	-0.01
3405A	MARKET STREET - EAST	Hwy 395	3424 Rosedale	0.40	0.39	0.01
3406A	KEARSARGE STREET - WEST	Roads End	Hwy 395	0.17	0.18	-0.01
3407A	PAYNE STREET - WEST	Roads End	Hwy 395	0.21	0.22	-0.01
3408A	PAVILION STREET - WEST	3414 Webster S	Hwy 395	0.14	0.18	-0.04
3409A	PARK STREET - WEST	3416 Washingto	Hwy 395	0.08	0.18	-0.10
3414A	WEBSTER STREET - SOUTH	3405 Market St	3408 Pavilion	0.20	0.34	-0.14
3416A	WASHINGTON STREET - SOUTH	3405 Market St	3410 Citrus St	0.37	0.37	0.00
3419A	JACKSON STREET - SOUTH	3409 Park Stre	3405 Market St	0.29	0.29	0.00
3421A	CLAY STREET - SOUTH	Roads End	3405 Market St	0.25	0.47	-0.22
4006A	LONE PINE NG ROAD	4006a Lone Pine	4006 Lone Pin	0.33	0.21	0.12
4006B	LONE PINE NG ROAD	4003 Owenyo-Lo	4006 Lone Pine	0.26	0.20	0.06
4403A	LOCUST STREET - WEST	4416 Washingto	Hwy 395	0.06	0.06	0.00
4403B	LOCUST STREET - EAST	Hwy 395	4424 Lakeview	0.40	0.40	0.00
4404A	WILLOW STREET - WEST	Roads End	Hwy 395	0.09	0.08	0.01
4405A	BUSH STREET - EAST	Roads End	Hwy 395	0.53	0.09	0.44
4407A	MOUNTAIN VIEW STREET - WEST	4414 Brewery S	Hwy 395	0.08	0.11	-0.03
4409A	POST STREET - WEST	4414 Brewery S	Hwy 395	0.11	0.11	0.00
4410A	SOUTH STREET - EAST	4051 Street "A	4409 Post Stre	0.08	0.08	0.00
4413A	WEST INYO STREET	Road End	Hwy 395	0.03	0.03	0.00
4414A	BREWERY STREET - NORTH	4403 Statham W	4407 Mountian	0.15	0.16	-0.01
4416A	WASHINGTON STREET - SOUTH	Roads End	4407 Mountian	0.21	0.21	0.00
4419A	JACKSON STREET - SOUTH	4408 Whitney P	4407 Mountian	0.05	0.05	0.00
4421A	LONE PINE AVENUE - SOUTH	4411 Muir Stre	4407 Mountian	0.25	0.24	0.01
4422A	HAY STREET - SOUTH	4411 Muir Stre	4407 Mountian	0.26	0.24	0.02
4423A	MOUNT WHITNEY DRIVE - NORTH	Roads End	4407 Mountian	0.26	0.25	0.01
4424A	LAKE VIEW AVENUE - NORTH	4403 Statham W	4407 Mountian	0.34	0.16	0.18
5005A	FURNACE CREEK ROAD	5050 Western T	Hwy 127	12.52	12.32	0.20
5013A	SALINE VALLEY ALT.	Hwy 190	4013 Saline Va	4.71	4.75	-0.04
5035A	INDIAN RANCH ROAD	5029 Trona-Wil	5034 Ballarat	12.09	11.87	0.22
				<b>1122.84</b>	<b>1,095.592</b>	<b>27.248</b>



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** Clint Quilter, Marilyn Mann

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board consider requesting that the California Department of Fish and Wildlife open fishing season in Inyo County prior to June 1, 2020.

**SUMMARY/JUSTIFICATION:**

On April 7, 2020, your Board took action to send a letter to the California Fish and Game Commission requesting postponement of the fishing opener. The Commission authorized the Director of the California Department of Fish and Wildlife to work with local counties with regard to postponement of the fishing opener to at the latest June 1, 2020.

Inyo County, Mono County and Alpine Counties all requested and were granted the postponement. Alpine County subsequently requested fishing season opening in their county to occur on May 15, 2020. This was approved and the season is now open in Alpine County. As of the writing of the staff report, fishing is still closed in Inyo and Mono Counties.

Our Public Health Officer Dr. Richardson has determined that there is not a significant additional public health risk to having fishing season open on May 27, 2020 as opposed to June 1, 2020.

Staff is requesting direction from your Board.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Clint Quilter  
Darcy Ellis  
Clint Quilter  
Marshall Rudolph  
Marilyn Mann

Created/Initiated - 5/21/2020  
Approved - 5/21/2020  
Approved - 5/21/2020  
New -



# County of Inyo



## Planning Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:**

**SUBJECT:**

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**RECOMMENDED ACTION:**

Request Board receive a presentation from the Great Basin Unified Air Pollution Control District and the Lone Pine Paiute Shoshone Tribe (representing the nomination committee) regarding the creation of a Historic District on Owens Lake, and provide comments and questions.

**SUMMARY/JUSTIFICATION:**

The nomination of the Owens Lake Historic District is a combined effort by local Tribes and the GBUAPCD. Preparing for the nomination has taken considerable time and GBUAPCD along with the Bureau of Land Management have presented the idea to the Board in the past.

The area included for the proposed nomination follows the historic shoreline of the Owens Lake (from about 14,000-years ago). The extent of the historic district boundary is from the current southern tip of the dry lake on the south and just slightly north of Manzanar Reward Road on the north. On the east it roughly follows Highways 190 and 136 and Owenyo Lone Pine Road; to the west Highway 395 (map included on page three of attachment)

The nomination is close, but not quite ready for submittal. GBUAPCD's Phil Kiddoo and Ann Logan along with Kathy Jefferson Bancroft, of the Lone Pine Paiute-Shoshone Reservation will be presenting information on the details of the Historic District and the nomination. They will also be collecting comments and answering questions. Planning staff will use the discussions to prepare comments on the nomination and bring back a draft to the Board at a later date.

Comments are due June 15, 2020.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**



**FINANCING:**

**ATTACHMENTS:**

1. GBUAPCD Info Sheet on Owens Lake Historic District

**APPROVALS:**

Cathreen Richards  
Darcy Ellis  
Cathreen Richards

Created/Initiated - 5/6/2020  
Approved - 5/6/2020  
Final Approval - 5/18/2020



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 www.gbuapcd.org

### **Inyo County Board of Supervisor's Information Packet** **Nomination of Owens Lake to the National Register of Historic Places**

#### **1. What is the purpose of the nomination?**

Owens Lake is a source of dust that must be controlled by Los Angeles Department of Water and Power. The construction, operation, and maintenance of dust control measures may impact cultural resources. The nomination will assist agencies in meeting state and federal requirements for considering the effects of projects to cultural resources and provide a useful framework for future planning, project implementation, and long-term stewardship while recognizing the lake's importance to indigenous culture.

#### **2. Who is leading the nomination?**

The nomination of Owens Lake, known as Patsiata in the Paiute and Shoshone languages, is being led by the Patsiata Tribal Oversight Committee, composed of the Tribal Historic Preservation Officers of five local Tribes with close ties to the lake: the Lone Pine Paiute-Shoshone Tribe, the Timbisha Shoshone Tribe, the Big Pine Paiute Tribe of Owens Valley, the Fort Independence Indian Community of Paiute Indians, and the Bishop Paiute Tribe. The nomination is being sponsored by the Great Basin Unified Air Pollution Control District (District) with support from California State Lands Commission (CSLC), the primary landowner.

#### **3. Where is the boundary?**

The proposed boundary is shown on the attached map. The boundary covers 186 square miles including the current Owens Lake and surrounding historic shorelines associated with indigenous use. Most of the area is public land (98%), with the rest owned by approximately two dozen private landowners. The communities of Lone Pine, Keeler, Olancho, and Cartago have been excluded from the boundary. A GIS shapefile of the boundary has been shared with Inyo County Planning.

<b><u>Proposed Nomination Boundary Landowner Information</u></b>	
<b>Owner</b>	<b>Ownership</b>
California State Lands Commission	54.9%
City of Los Angeles Department of Water and Power	28.4%
Bureau of Land Management	14.2%
California Department of Fish and Wildlife	0.2%
Inyo County	0.1%
Private	2.2%

#### **4. How might the nomination affect private property owners?**

Listing on the National Register alone does not place restrictions as to what can or cannot be done to the property, however additional review and analysis of proposed projects may be required. At the federal level, a property's status on the National Register is largely honorific and does not place additional restrictions unless federal funding or a federal license or permit is involved. However in California, additional analysis and review of a project may be required under the California Environmental Quality Act (CEQA) if the property owner proposes to take actions that may cause a significant impact to the environment for properties listed on, or eligible for, the National or State Registers. Determination of the specific requirements for each project will be made by Inyo County Planning Department or the permitting agency.

#### **5. What information will be released to public agencies?**

To assist agencies, the Patsiata Tribal Oversight Committee will be releasing an agency version of the nomination so that Inyo County and other public agencies who own or manage land within the boundary will have access to information regarding the cultural and historical importance of the Historic District. The agency version, which will include lists of the contributing and non-contributing elements, will assist agencies in meeting state and federal requirements to consider the effects of proposed projects on cultural resources and should streamline requirements under the California Environmental Quality Act. Specific confidential archaeological site information will not be included in the agency version of the nomination but may be obtained from the California Historical Resources Inventory System by qualified users.

#### **6. What is the nomination process and the next steps?**

The nomination is in the process of being prepared for submission. As part of that process, all public and private landowners within the proposed boundary are being notified, along with other interested stakeholders. Following public outreach, the nomination will be submitted to the California State Historic Preservation Officer, who will review the nomination and will notify affected property owners and local governments and solicit public comment. If recommended by the state, the nomination will be submitted to the Keeper of the National Register of Historic Places for review and listing on the National Register. If a majority of private property owners within the proposed boundary formally object, the property cannot be listed on the National Register but may still be determined eligible for listing.

#### **7. Where can I find more information about the National Register?**

The National Park Service, which maintains the National Register, offers information about the Register and the nomination process online at [www.nps.gov/subjects/nationalregister/index.htm](http://www.nps.gov/subjects/nationalregister/index.htm).

The California Office of Historic Preservation also provides links explaining how the National and State historic registers interact with CEQA at <http://ohp.parks.ca.gov/>.

## Proposed Owens Lake Historic District Boundary Map



The proposed boundary includes the current Owens Lake as well as the historic shorelines dating back to 14,000 years ago associated with indigenous history. The communities of Lone Pine, Keeler, Olancha, and Cartago have been excluded from the boundary.



# County of Inyo



## Public Works - Road Dept.

### **WORKSHOPS AND PRESENTATIONS - NO ACTION REQUIRED**

**MEETING:** May 26, 2020

**FROM:** Chris Cash

**SUBJECT:** Workshop regarding Inyo County Tree Policy

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**RECOMMENDED ACTION:**

Request Board conduct a workshop regarding the adoption of an Inyo County Right of Way/Tree Policy, and provide any follow-up direction to staff as necessary.

**SUMMARY/JUSTIFICATION:**

The care and maintenance of trees, particularly those in the sidewalk area (or, as it is more accurately described, the "sidestreet apron") can be a contentious topic. While everyone agrees that trees provide aesthetic and environmental benefits, opinions often differ on how, when, by whom, and under what circumstances trees should be trimmed, planted, or removed.

It is important that Inyo County adopt clear and enforceable rules on this issue, as improper tree maintenance, planting, and removal impacts everything from public health to the safety of people walking down the street to the aesthetic qualities of our community. Public Works has therefore attempted to draft an Inyo County Tree Policy, which would be added to the Inyo County Code. Public Works is bringing this draft policy to your Board in order to get input from both the public and supervisors on this issue.

Public Works and County Counsel have also prepared a presentation for your Board. County Counsel will outline the law surrounding land ownership and tree regulations and Public Works will outline the general contours of its proposed Tree Policy.

Following these presentations and input from both your Board and the public, Public Works requests that your Board provide direction to staff on what your Board would like to see in the final version of an Inyo County Tree Policy so that Public Works may bring such a policy to your Board for adoption.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board is not being asked to take any action today. Thus, there are no alternatives or consequences to consider.

**OTHER AGENCY INVOLVEMENT:**

Public Works, Building and Safety, Road Dept., County Counsel

**FINANCING:**

**ATTACHMENTS:**

1. Cost Sharing Policy
2. Draft Right of Way Ordinance

**APPROVALS:**

Grace Chuchla	Created/Initiated - 5/18/2020
Darcy Ellis	Approved - 5/19/2020
Grace Chuchla	Approved - 5/19/2020
Chris Cash	Final Approval - 5/20/2020

# **Inyo County Cost Sharing Policy for the Maintenance of the Streetside Apron<sup>1</sup>**

**Adopted on [DATE] by Board Resolution No. 20-XXX**

Pursuant to Inyo County Code Chapter 12.20 and California state law, a property owner is responsible for the maintenance of any streetside apron area that abuts his or her property. This maintenance responsibility extends to both paved and unpaved streetside aprons. While such maintenance can be classified as one of the many costs of homeownership, Inyo County recognizes that these maintenance costs are often quite high. Inyo County also recognizes that sidewalks provide a benefit to the public as a whole. Therefore, via this policy, Inyo County seeks to provide assistance with various aspects of streetside apron maintenance.

## **Tree Maintenance**

To defray the cost of tree maintenance and to promote public safety and the aesthetic value of well-trimmed trees, Inyo County seeks to work collaboratively with property owners to encourage them to keep their trees trimmed. Inyo County will therefore assist property owners by providing haul away services for tree branches or trunks that property owners have removed in the course of trimming trees located on their property.

This service shall be provided under the following terms and conditions:

1. Inyo County shall charge property owners a flat-rate fee of \$25 per removal, should the property owner choose to utilize this service. This fee will cover the pick-up of tree pieces from an easily accessible place on the property, the transportation of the tree pieces to a disposal site, and any fees charged by the disposal site.
2. Tree limbs, branches, or trunks must be stacked neatly for pick up in an area immediately adjacent to a road or driveway that is accessible to a large truck. Tree limbs may not be stacked in a back yard unless the back yard has road access.
3. Any pieces of trees (i.e. limbs, branches, or trunks) must be less than 6 feet long and less than 6 inches in diameter. Any limbs longer or thicker than these dimensions must be broken down by the property owner before Inyo County will haul them away.
4. Inyo County will haul away a maximum of 5 cubic yards of tree pieces.
5. Inyo County will provide this service once every five years to each residentially zoned property in the unincorporated areas of Inyo County. Additional service may be provided at the sole discretion of the Inyo County Public Works Director.

Property owners must contact the Inyo County Public Works Department before they begin trimming a tree in order to determine when Public Works will be able to pick up the branches. Due to Public Works' numerous other responsibilities, this service is not available "on demand," and a pick-up generally must be scheduled at least 2 weeks in advance.

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<sup>1</sup> Any terms used in this policy should be interpreted as defined in Inyo County Code § 12.20.010.

Inyo County would like to remind property owners to never work in close proximity to high voltage power lines when trimming a tree. Often, if a tree is growing close to a power line, it is the responsibility of your electrical utility provider to trim the tree. Please contact your electrical utility provider if you notice trees adjacent to or on your property that are growing near power lines.

The County shall have the sole discretion to discontinue or place reasonable limitations on this service should staffing, funding, or other operational issues render it unduly burdensome to continue to provide such a service.

### **Paved Sidewalk Repairs and Replacement**

Paved sidewalks provide a tangible benefit to both the owner of the property that they abut and the public at large. Property owners who have paved sidewalks in front of their homes enjoy increased property values and a safe and easy way to move about their community. Similarly, because sidewalks are open to the public at large, any member of the public may enjoy paved sidewalks as a place to exercise and means to move about their community.

Per California state law and Chapter 12.20 of the Inyo County Code, the maintenance of paved sidewalks is the responsibility of the adjacent property owner. This maintenance responsibility includes ensuring that paved sidewalks are maintained in a manner that permits the safe and unobstructed passage of pedestrian traffic. Specifically, this responsibility includes, but is not limited to:

- Ensuring that the sidewalk has a level surface
- Ensuring that the sidewalk is not excessively cracked
- Ensuring that the sidewalk is not lifting due to tree roots or other underground obstructions
- Ensuring that the sidewalk does not pose an unreasonable trip hazard
- Ensuring that the sidewalk is not obstructed by any manmade (e.g. junk, refuse, cars) or natural (e.g. overgrown shrubs, excessive weeds) blockages
- Ensuring that the sidewalk meets all structural and accessibility requirements set out in the Americans with Disabilities Act and the California Building Code

If the sidewalk adjacent to your property does not permit the safe and unobstructed passage of pedestrian traffic, Inyo County requires you to repair or replace it, after obtaining all necessary permits. In recognition of the fact that paved sidewalks provide both a public and private benefit and the fact that sidewalk repairs can be costly, it is the policy of Inyo County to assist property owners with the repair or replacement of paved sidewalks.



Specifically, if a property owner has determined that the sidewalk adjacent to his or her property needs to be repaired or replaced, Inyo County offers property owners the option of having the County remove of the old sidewalk and haul away the concrete at the County's expense. However, before the County will perform any demolition services for the adjacent property owner, the adjacent property owner must demonstrate compliance with the following conditions:

- Obtaining all necessary permits from any County departments that are required to approve concrete work in the sidewalk area. Generally, this will include the Building and Safety Department, the Road Department, and occasionally the Environmental Health Department.
- Obtaining any permission necessary from a homeowner's association, if the property is under the jurisdiction of a homeowner's association.
- Providing documentation from a licensed concrete contractor in which the contractor commits, to the best of his or her ability, to begin work to replace the sidewalk no later than 7 days after the County removes the old sidewalk.

Please note that all permitting requirements exist regardless of whether or not the adjacent property owner chooses to use the County's demolition and haul away services. The County shall have the sole discretion to discontinue or place reasonable limitations on this service should staffing, funding, or other operational issues render it unduly burdensome to continue to provide such a service.

## **Inyo County Code Chapter 12.20 – County Roads and Trees Policy**

### **12.20.010 Definitions**

As used in this Chapter, the following terms shall have the following meanings:

1. “Adjacent to” or “abuts” shall mean and refer to any two parcels of land or areas of land that share a common boundary line.
2. “County highway” shall mean and refer to the entire width of the right-of-way that has been dedicated to and accepted by the County for highway purposes, minus the area that constitutes the “streetside apron,” as that term is defined below.
3. “County highway vertical clearance area” shall mean and refer to the area directly above a County highway to a height of 14 feet. For paved sidewalks, the vertical clearance area shall be measured in a straight line directly up from the face of the curb. For unpaved sidewalks, the vertical clearance area shall be measured in a straight line directly up from the outer edge of the pavement.
4. “Streetside apron” shall mean and refer to the portion of the County highway that is bounded by private property on one side and, in the case of unpaved sidewalks, the edge of the pavement on the other side. In the case of paved sidewalks, “sidestreet apron” shall mean and refer to the portion of the County highway that is bounded by private property on one side and the face of the curb on the other side.
5. “Private property” shall mean and refer to the land that abuts the sidestreet apron over which the owner has exclusive and absolute rights such that the owner may exclude the public from the land.
6. “Tree” shall mean and refer to any woody perennial plant having a single main axis, stem, or trunk, exceeding 8 feet in height.
7. “Vegetation” shall mean and refer to any plant that is not a tree.

### **12.20.020 Responsibility of property owner for maintenance of the streetside apron**

Property owners shall be solely responsible for the maintenance of any streetside apron that is adjacent to any portion of their property. The streetside apron must be maintained in a manner that permits the safe and unobstructed passage of pedestrian traffic.

Maintenance responsibilities include, but are not limited to:

1. Maintaining trees in a properly trimmed state so that their branches do not present a hazard to pedestrians, vehicles, or private property and do not pose an excessive fire or fall hazard.
2. Removing or remedying trees that are dead, seriously diseased, badly out of balance, or in the process of falling.
3. Trimming vegetation so that it does not obstruct travel on the streetside apron or present a hazard to pedestrians, vehicles, or private property.

4. Keeping the streetside apron free of permanent obstructions, refuse, junk, or any other large objects that would impede pedestrian travel.
5. Ensuring that paved sidewalks are not excessively cracked, lifted, or vertically displaced.
  - a. A crack greater than 2 inches in width is deemed excessive per se.
  - b. A vertical displacement or lift greater than 1 inch is deemed excessive per se.
6. Ensuring that paved sidewalks meet all structural and accessibility requirements set out in the Americans with Disabilities Act and the California Building Code.

A property owner shall be responsible for any nonconformance with the responsibilities listed above, regardless of the source or cause of the nonconformance.

Nothing in this section shall be interpreted to prohibit the parking of a properly registered and operable vehicle on an unpaved streetside apron if parking is otherwise permitted in that area.

#### **12.20.030 Responsibility of property owner for maintenance of private property**

Property owners shall be solely responsible for the maintenance of any trees or vegetation located on private property. Trees and vegetation located on private property must be maintained in a manner that minimizes, to the greatest extent possible, any hazards or nuisances posed by trees and vegetation.

Maintenance responsibilities for trees and vegetation located on private property include, but are not limited to:

1. Maintaining trees in a properly trimmed state so that their branches do not present a hazard or a nuisance to pedestrians, vehicles, or neighboring property.
2. Removing or remedying trees that are dead, seriously diseased, badly out of balance, or in the process of falling.
3. Trimming vegetation so that it does not impede the access of emergency responders, encroach on neighboring property, or present a fire hazard.

#### **12.20.040 Permitting requirements for the maintenance or removal of existing trees and vegetation in the streetside apron**

Nothing in this Chapter shall be interpreted to require a property owner to seek permission from Inyo County before trimming, maintaining, or removing a tree or vegetation in the streetside apron or on private property; provided, however, that this Chapter shall not exempt a property owner from seeking the required permits from any County department should the trimming, maintenance, or removal of a tree or vegetation cause the property owner to engage in an ancillary activity, such as encroaching on a County highway, that would otherwise require a permit.

#### **12.20.050 Permitting requirements for the addition of new trees in the streetside apron**

No plant that is reasonably anticipated within 10 years to reach a size that would qualify it as a tree shall be placed in any streetside apron in Inyo County until the Inyo County Public Works Department has, in their sole discretion, approved the kind, variety, and location of the tree and granted a permit for planting the tree.

In deciding whether to grant or deny a permit, the Inyo County Road Department may consider the following nonexclusive factors:

1. Whether the tree is of a type that can be reasonably anticipated to cause damage to or obstruct the County highway or streetside apron.
2. Whether the tree is of a type that can be reasonably anticipated to cause damage to surrounding properties.
3. Whether the tree is of a type that can be reasonably anticipated to thrive in the climate where it will be located.
4. Any other factors that the Road Department considers necessary due to the unique circumstances of the property.

**12.20.060 Abatement procedures should a property owner not maintain the streetside apron or private property**

The failure of a property owner to maintain the streetside apron adjacent to his or her private property in compliance with the standards described in Section 12.20.020 and/or to maintain their private property in compliance with the standards described in Section 12.20.030 is hereby declared to be a nuisance per se. Any County official may seek to abate a violation of Section 12.20.020 or Section 12.20.030 per the procedures described in Inyo County Code Section 22.12.050; provided, however, that if the failure to maintain the streetside apron or private property results in an encroachment in to the County highway or the County highway vertical clearance area, then the abatement procedures described in section 12.20.070 shall apply.

**12.20.070 Abatement of tree and vegetation encroachments on County highways**

Should a private property owner fail to maintain the streetside apron or their private property such that vegetation or trees encroach into the County highway or the County highway vertical clearance area, the following abatement procedures shall apply:

1. If an encroachment is determined to exist, the Inyo County Road Commissioner or his or her designee shall notify the involved property owner and/or legal occupant in writing.
2. The written notification shall contain the following information:
  - a. That the property is causing a prohibited encroachment on the County highway and/or County highway vertical clearance area;
  - b. That the property owner has 60 days to remedy the encroachment;
  - c. That, if the encroachment is not removed within 60 days, the County reserves the right to remove the encroachment and bill the property owner for costs incurred in removing the encroachment.

3. If the encroachment is not removed within 60 days, the Inyo County Road Commissioner shall send a second letter to the property owner or legal occupant informing him or her of the date on which the County will remove the encroachment.
4. Should the property owner fail to remedy the encroachment by the date stated on the second letter, the Inyo County Road Commissioner may perform all maintenance necessary to ensure the safety of the County highway and the preservation of the County highway vertical clearance area. All costs including, without limitation, reasonable administrative and attorney fees associated with the removal of the encroachment shall be charged to the property owner. Any fine and/or cost of removing the encroachment may be recorded as a lien against the property.

The Inyo County Road Commissioner, in their discretion, may shorten the 60 day period for the property owner or legal occupant to remedy the encroachment based on a determination that the encroachment poses an imminent threat to public safety, substantially impedes vehicular traffic, or poses an imminent threat to the structural integrity of the County highway.

A property owner or legal occupant may appeal an order of abatement served pursuant to this section via the procedures and deadlines set out in Inyo County Code § 22.12.050(C) and 22.12.050(D).

All powers granted by this section shall be in addition to the powers given to the Inyo County Road Department by state and federal law and the Inyo County Code regarding the abatement of encroachments on County highways. Nothing in this section shall be interpreted to limit any power granted to the Inyo County Road Department by state or federal law regarding the abatement of encroachments on County highways.



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** Greg Waters

**SUBJECT:** Budget Amendment for Deferred Maintenance and award contract for Annex HVAC Retrofit

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**RECOMMENDED ACTION:**

Request Board:

- A) Amend the Fiscal Year 2019-2020 County Budget as follows: increase appropriation in Deferred Maintenance Budget #011501, Structures and Improvements Object Code #5640 by \$79,000 and reduce Deferred Maintenance Budget #011501 Fund Balance by \$79,000 (*4/5ths vote required*).
- B) Request Board award the contract for the Annex HVAC Retrofit Project to Bishop Heating and Air Conditioning, Inc. of Bishop, California as the successful bidder;
- C) Approve the construction contract between the County of Inyo and Bishop Heating and Air Conditioning, Inc of Bishop, California in the amount of \$655,690, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and
- D) 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 Annex HVAC system has not been upgraded since the building was constructed in 1964. The expected lifespan of a system similar to this one is thirty years. The HVAC system is becoming unreliable and repair parts are unavailable for most if not all of the proprietary equipment. A failure of the system could have dire consequences, especially for the IS Servers, that are cooled by the HVAC system. A failure of the HVAC system could render the building uninhabitable, especially during summer and winter.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Annex Building in Independence was constructed in 1964 with an expected lifespan of thirty years. The original HVAC equipment is extremely unreliable due to its age. The Board approved a consultant contract with Etchemendy Engineering, Inc. of Reno, NV in April 2019. A new HVAC system was subsequently designed. The bid package for the IS Server room portion of the project was approved for advertisement in October 2019. One bid was received but it was substantially over budget. The decision was made to readvertise both portions of the project, the IS Server Room as well as the entire occupied space in order benefit from scales of economy. The entire project was approved for advertisement by the Board in March 2020. Bids for the entire HVAC project were received on April 1st, 2020 with Bishop Heating and Air Conditioning, Inc. as the sole bidder.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve and award the contract for the Annex HVAC Retrofit Project. The

consequence of this would be that the existing HVAC system will eventually fail, resulting in a potential shutdown of the IS Servers until repairs are made as well as render the occupied part of the Annex Building potentially uninhabitable until emergency repairs are made. Repair parts for most of the existing equipment are unobtainable due to obsolescence.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The Annex HVAC Retrofit Project will be paid out of Deferred Maintenance Budget 011501 Object Code 5640 Structures and Improvements. There is sufficient fund balance available in Deferred Maintenance to cover this increase.

**ATTACHMENTS:**

1. Annex HVAC Retrofit Project Contract for Board Approval

**APPROVALS:**

Greg Waters	Created/Initiated - 5/7/2020
Darcy Ellis	Approved - 5/7/2020
Breanne Nelums	Approved - 5/7/2020
Greg Waters	Approved - 5/7/2020
Michael Errante	Approved - 5/7/2020
Marshall Rudolph	Approved - 5/7/2020
Aaron Holmberg	Approved - 5/8/2020
Amy Shepherd	Approved - 5/11/2020
Greg Waters	Approved - 5/11/2020
Michael Errante	Approved - 5/11/2020
Denelle Carrington	Final Approval - 5/12/2020

**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.

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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.

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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.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

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

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

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

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

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE \_\_\_\_\_ PROJECT**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SEE ATTACHED INSURANCE PROVISIONS**

## Exhibit 5: Insurance Requirements for Construction Contracts

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage, including coverage for use of crane.
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), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

### OTHER INSURANCE PROVISIONS

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

#### Additional Insured Endorsement

**Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37

## Exhibit 5: Insurance Requirements for Construction Contracts

forms if later revisions used). An additional insured endorsement must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

### Waiver of Subrogation

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relive contractor of requirement.

### Primary Coverage

For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### Notice of Cancellation

Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.

### Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. At the option of Inyo County, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects Inyo County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to Inyo County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

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

## **Exhibit 5: Insurance Requirements for Construction Contracts**

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### **Acceptability of Insurers**

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

### **Verification of Coverage**

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

### **Subcontractors**

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

### **Surety Bonds**

Contractor shall provide the following Surety Bonds:

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

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed

## **Exhibit 5: Insurance Requirements for Construction Contracts**

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

### **Special Risks or Circumstances**

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



**COUNTY OF INYO BID TABULATION**

Project Title & Bid No. Annex HUAC Retrofit Project  
Bid # 2P-19-003  
 Bid Opening Date: April 1, 2020 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Bishop Heating and Air Conditioning Inc	\$655,690. <sup>00</sup>					
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Monica Timken

Present: Cori Demault



# BID PROPOSAL FORM

TO: COUNTY OF INYO  
Attn.: Inyo County Clerk of Board of Supervisors  
224 North Edwards Street, P.O. Box N  
Independence, California 93526  
(Herein called the "County")

FROM: Bishop Heating & Air Cond. Inc  
463 N. Warren St.  
Bishop CA 93514  
(Herein called "Bidder")

FOR: ANNEX HVAC RETROFIT PROJECT  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

- 1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on April 1st, 2020 by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, electronic, telephonic or fax proposals or modifications will be accepted.
- 2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:
- 3. BID ADDITIVES.** The County reserves the right to award the base bid and any combination, including neither, of the bid additives.

**BASE PROJECT BID FORM – UNIT PRICE BID:**

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization and Demobilization	1	LS	\$ 1500.00	\$ 1500.00
2	Scope of Work per Sheet T0.1 IT (Power from Panel X, not Panel EM. Cost of Panel EM and Manual Transfer Switch is carried as Alternate #3 below)	1	LS	\$ 79,083.00	\$ 79,083.00
3	Scope of Work per Sheet T0.1 R	1	LS	\$ 571,607.00	\$ 571,607.00
4	Replacement & Restoration of Finishes Removed or Damaged During Construction	1	LS	\$ 2000.00	\$ 2000.00
5	Start-Up, Commissioning, and Training	1	LS	\$ 1500.00	\$ 1500.00
<b>TOTAL BASE BID AMOUNT:</b>					<b>\$ 655,690.00</b>

**PROJECT BID AMOUNT - UNIT PRICE BID:**

BID TOTAL (IN NUMBERS): \$ 655,690.00

BID TOTAL (IN WORDS): Six hundred fifty five thousand six hundred ninety dollars & 00/100.

**ALTERNATE PROJECT BID FORM – UNIT PRICE BID:**

ABBREVIATIONS:

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

Alt No.	Description	Quantity	Unit	Unit Price	Total Price
1	Demolition of Existing Condenser per Sheet M1.1 IT & Replacement per Sheet M0.1 IT	0	LS	Work Completed	Work Completed
2	19030 Inyo Annex Addendum 1 03-25-20		LS	\$	\$
3	Addendum No. 2, Revision 1 Cost of Panel EM, Manual Transfer Switch and all related conduit, electrical equipment, and wiring	1	LS	\$ 18,504 <sup>xx</sup>	\$ 18,504 <sup>xx</sup>

**Alternate #2, Addendum No. 1 BID AMOUNT - UNIT PRICE BID:**

BID TOTAL (IN NUMBERS): \$ 0.00

BID TOTAL (IN WORDS): 0.00

**Alternate #3, Addendum No. 2 BID AMOUNT - UNIT PRICE BID:**

BID TOTAL (IN NUMBERS): \$ 18,504.00

BID TOTAL (IN WORDS): Eighteen thousand five hundred four dollars & 00/100

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

**5. ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

**6. TIME OF COMPLETION.** The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

7. **ADDENDA.** The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

19030 Addendum 1 3-25-20 Inyo Annex

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

**WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.**

A handwritten signature in black ink, appearing to read 'C. A. 9'.

**8. BIDDER'S BUSINESS INFORMATION.** Bidder provides the following information concerning its business:

Bidder's Name: Bishop Heating & Air Cond. Inc

Address: 463 N. Warren St.

Bishop CA Zip Code 93514

(The above address will be used to send notices or requests for additional information.)

Telephone: (760) 873-3892

Federal Identification No.: 77-0273770

Contractor's License No.: 621790 State: CA

Classification: C20, C38, C46, C36, C43, C16 Expiration Date: 6/30/2021

Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( )

Corporation , Other (Specify) : \_\_\_\_\_ ( )

Owners, Officers, Partners, or Other Authorized Representatives:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

Christopher Van Nest President/Treasurer  
Brian Van Nest Vice President  
Stacy Van Nest Secretary

**9. PROPOSAL GUARANTEE.** As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a)  Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or

- (b) \_\_\_\_\_ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) \_\_\_\_\_ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
  - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.

- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Clint Quilter, Director  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

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

**11. ADDITIONAL REQUIRED DOCUMENTS.** Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

**12. DEFINITIONS.** The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015.

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THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

*Chris Van Nest*  
(Signature of Authorized Person)

3/27/2020  
(Date)

Chris Van Nest  
(Printed Name)

President  
(Printed Title)

This bid was received on April 1, 2020  
20  
ATTEST: Clint Quilter, Administrative Officer  
and Clerk of the Board Inyo County, California  
By Monica Quilter Assistant





**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, Bishop Heating & Air Conditioning, Inc.  
of 463 North Warren Street, Bishop, CA 93514

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto County of Inyo

(hereinafter called the Obligee) in the penal sum of Ten Percent of Bid Amount  
Dollars ( 10% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Inyo County Annex HVAC Retrofit Project #ZP-19-003

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 19th day of March, 2020.

[Signature]  
Witness

Bishop Heating & Air Conditioning, Inc.(Seal)  
[Signature] Principal  
President Title

[Signature]  
Witness

The Ohio Casualty Insurance Company  
By [Signature]  
Tammy Bates Attorney-in-Fact



## ACKNOWLEDGMENT

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

State of California  
County of Kern

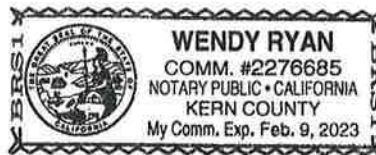
On March 19, 2020 before me, Wendy Ryan, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Wendy Ryan (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8201780-983784

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tammy Bates, Pam Binns, Ronald Burcham, Wendy Ryan

all of the city of Bakersfield state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of August, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 7th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2020.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT**

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

State of California  
County of INYO

On 03/30/2020 before me, ELIZABETH JOHNSON (notary public)  
personally appeared CHRIS VALINEST

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

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

WITNESS my hand and official seal.



Signature ETM Johnson

(seal)

**INYO COUNTY PUBLIC WORKS DEPARTMENT**

**ANNEX HVAC RETROFIT PROJECT**

**BID BOND**  
**(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_ as Principal, and

(Name of Bidder)

\_\_\_\_\_

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **ANNEX HVAC RETROFIT PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

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

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

*See Attached*

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE PRINCIPAL (BIDDER) 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 Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

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

ANNEX HVAC RETROFIT PROJECT

**CASHIER'S OR CERTIFIED CHECK  
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[ *See Attached* ]

**ATTACH CHECK HERE**

[ ]

Bidder (print name) : \_\_\_\_\_



**ANNEX HVAC RETROFIT PROJECT**

**DESIGNATION OF SUBCONTRACTORS**

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

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
1	Electrical	10%	Electrician C10 LIC 845483 EX 8/31/2020	Eldridge Electric & Son Inc 169 E. Line St., Bishop CA 93514 760-873-9140
2	Roofing	2%	Roofing C39 LIC 1027026 EX 3/31/2022	CRS Roofing PO Box 43, Big Pine, CA 93513 760-937-8235
3	Asbestos Removal	.75%	C22 Asbestos, A.B. EX 4/30/2022 C21 LIC 913083	Central Valley Environmental 4263 N. Selland Av, Fresno, CA 93722 559-222-1122
4	Air Balance	1.6%	Air & Water Balance C61/D62 LIC 434901 EX 2/28/2021	Raglen System Balance 898 Maestro Drive #100 Reno, NV 89511 775-745-8555

  
 \_\_\_\_\_  
 Signature of Authorized Person)

\_\_\_\_\_  
 President  
 (Title)

\_\_\_\_\_  
 Chris Van Nest  
 (Printed Name)

\_\_\_\_\_  
 3/27/2020  
 (Date)

# CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(Government Code Section 12900 et seq., Sections 11135-11139.7)

## ANNEX HVAC RETROFIT PROJECT

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Chris Van Nest - President

(Name and Title of Signer)



Signature

3/27/2020

Date

Company Name

Bishop Heating & Air Cond. Inc.

Business Address

463 N. Warren St.

Bishop CA 93514

**CONTRACTOR'S LABOR CODE CERTIFICATION**  
(Labor Code Section 3700 et seq.)

**ANNEX HVAC RETROFIT PROJECT**

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

Chris Van Nest - President  
(Name and Title of Signer)

  
Signature

3/27/2020  
Date

Company Name Bishop Heating & Air Cond Inc.  
Business Address 463 N. Warren St  
Bishop CA 93514

# CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With  
CA Department of Industrial Relations (DIR)  
(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.

  
\_\_\_\_\_  
Signed Name

3/27/2020  
Date

Chris Van Nest  
Printed Name

1000007398  
CA DIR Registration No.

# NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)  
(Code of Civil Procedure Section 2015.5)

## ANNEX HVAC RETROFIT PROJECT

The undersigned declares:

I am the President of Bishop Heating & Air Cond Inc. the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

3/30/2020, at Bishop, CA  
(Date) (City) (State)

Chris Van Nest - President  
(Name and Title of Signer)

  
Signature

3/30/2020  
Date

Company Name Bishop Heating & Air Cond. Inc.  
Business Address 463 N. Warren St.  
Bishop CA 93514

# PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

## ANNEX HVAC RETROFIT PROJECT

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

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

Yes \_\_\_\_\_ No           X          

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

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



# PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

## ANNEX HVAC RETROFIT PROJECT

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

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

Chris Van Nest - President

(Name and Title of Signer)



Signature

3/27/2020

Date

Company Name

Bishop Heating & Air Cond. Inc.

Business Address

463 N. Warren St.  
Bishop CA 93514

# LOCAL BUSINESS PREFERENCES

## INYO COUNTY ORDINANCE No. 1156

### ANNEX HVAC RETROFIT PROJECT

ORDINANCE NO. 1156

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION 1. PURPOSE AND AUTHORITY**

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

**SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.**

Chapter 6.06 is added to the Inyo County Code to read as follows:

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

6.06.010	Findings.
6.06.020	Definitions.
6.06.030	General Provisions.
6.06.040	Local Business and Small Business Preference.
6.06.050	Small Business Subcontracting Preference.
6.06.060	Limit On Contracting Preference.

**6.06.010 Findings:**

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

**6.06.020 Definitions.**

A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.

B. A **Local Business** is a business which:

1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
2. Holds any required business license by a jurisdiction located in Inyo County; and
3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be a least fifty percent owned by one or more persons whose primary residence is located within Inyo County.



4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

**6.06.030 General Provisions.**

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

**6.08.040 Local Business and Small Business Preference.**

Except as excluded by Section 6.08.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

**6.06.050 Small Business Subcontracting Preference.**

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

**6.06.060 Limit On Contracting Preferences.**

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

**SECTION 3. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance 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 unconstitutional or invalid.

**SECTION 4. 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 and against the same.

PASSED AND ADOPTED this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes  
NOES: -0-  
ABSTAIN: -0-  
ABSENT: -0-

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingProfSmBusiness

4/28/10

# SMALL BUSINESS ENTERPRISE COMMITMENTS

(Construction Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM**

Department: Inyo County Public Works Department LOCATION: Independence, CA

PROJECT DESCRIPTION: ANNEX HVAC RETROFIT PROJECT

TOTAL CONTRACT AMOUNT: \$ 655,690<sup>00</sup> Base Bid, \$18,504<sup>00</sup> Alternate Bid.

BID OPENING DATE: April 1st, 2020

BIDDER'S COMPANY NAME: Bishop Heating & Air Cond Inc.

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of LOCAL AND SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR LOCAL AND SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT LOCAL AND SMALL BUSINESS ENTERPRISE
5	HVAC Retrofit	4356 SB 10/31/2021 LIC 621790	Bishop Heating & Air Cond. Inc. 760-873-3892 Chris Van Nest	561,599 <sup>00</sup>

**For Inyo County to Complete:**

Project Number: ZP-19-003

Financing Type: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Checked by: \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

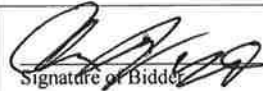
Total Claimed Participation

Base Bid

\$ 561,599<sup>00</sup>

85.65%

Signature of Bidder



Date: 3/27/2020 (Area Code) Tel. No. 760-873-3892

Person to Contact (Please Type or Print)

Chris Van Nest - President

Small Business Enterprise (Rev 5/10)

## ALL BIDDERS:

**PLEASE NOTE: It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.**

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.



Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

**IMPORTANT:** Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

# FINAL REPORT - UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: ANNEX HVAC RETROFIT PROJECT		BUSINESS ADDRESS		CONTRACT COMPLETION DATE		
PRIME CONTRACTOR Bishop Heating: Air Cond. Inc.		463 N. Warren St Bishop CA		ESTIMATED CONTRACT AMOUNT		DATE OF FINAL PAYMENT
				\$1,655,690		3/30/2020
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS NON-SBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
1	760-873-9140 Elevage Electric	Electrical		\$		
2	CRS Roofing 8235-760-9377	Roofing		\$		
3	Central Valley Enviro 659-202-1122	Asbestos Removal		\$		
4	Reglen Systems Balance 745-746-8525	Air Balancer		\$		
5	Bishop Heating Inc. 463 N. Warren Bishop 760-873-3892	HVAC Retrofit	4356	\$		
TOTAL				\$		
(i) Original Commitment						
\$ _____						
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT				BUSINESS PHONE NUMBER		DATE
CONTRACTOR REPRESENTATIVE'S SIGNATURE 				760-873-3892		3/30/2020
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT				BUSINESS PHONE NUMBER		DATE
RESIDENT ENGINEER'S SIGNATURE 						
To be completed by the contractor and submitted to the Resident Engineer upon project completion						

**INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS**

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

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CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



CORP

621790

BISHOP HEATING & AIR  
CONDITIONING INCORPORATED

C20 C38 C46 C36 C43 C16



[www.cslb.ca.gov](http://www.cslb.ca.gov)

06/30/2021



Printed on: 3/30/2020 4:06:17 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



**Office of Small Business & DVBE Services**

Certification ID: 4356

Legal Business Name: BISHOP HEATING & AIR CONDITIONING INC

Doing Business As (DBA) Name 1: BISHOP HEATING & AIR CONDITIONING INC

Doing Business As (DBA) Name 2:

Address: 463 N WARREN ST

BISHOP

CA 93514

Email Address: [bisheat@aol.com](mailto:bisheat@aol.com)

Business Web Page: <http://bishopheatingandac.com>

Business Phone Number: 760/873-3892

Business Fax Number: 760/873-7958

Business Types: Construction , Non-Manufacturer , Service

**Certification Type    Status    From    To**

SB                      Approved 10/29/2019 10/31/2021



# County of Inyo



## Public Works - Town Water Systems

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** May 26, 2020

**FROM:** Chris Cash

**SUBJECT:** Consider adoption of an ordinance and three resolutions related to the Town Water Systems

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#### **RECOMMENDED ACTION:**

Request Board:

- A) waive further reading of Proposed Ordinance 1256 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding, Repealing, and Amending Certain Sections of Title 4 of the Inyo County Code Related to the County Water Systems," and schedule enactment for June 2, 2020 at 10:30 am, in the Board of Supervisors Chambers, County Administrative Center, Independence;
- B) approve Resolution No. 2020-23, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Adopting the Inyo County Policy on Disconnection of Residential Water Service for Nonpayment," and authorize the Chairperson to sign;
- C) approve Resolution No. 2020-24, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Setting the Deposit Amount for Water System Customers," and authorize the Chairperson to sign; and
- D) conduct a noticed public hearing in accordance with Government Code section 66016 and approve Resolution No. 2020-25, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Updating the Fee Schedule for Water Service Restoration Charges," and authorize the Chairperson to sign.

#### **SUMMARY/JUSTIFICATION:**

This ordinance and three resolutions come to your Board because of changes that the County must make following the passage of SB 998 (2018). SB 998 imposed various procedures that the Inyo County Town Water System must follow before it is permitted to shut off anyone's water service due to nonpayment. In order to bring the Town Water System's rules and procedures into compliance with SB 998, Public Works is requesting that your Board do the following:

- Adopt an ordinance amending various provisions of Title 4 of the Inyo County Code. Title 4 of the County Code governs the Town Water System. The sections of Title 4 regarding payment delinquencies and shut-off procedures are not compliant with SB 998. Thus, this ordinance seeks to add, delete, and/or amend various sections of Title 4 in order to bring the County's rule and procedures into compliance with SB 998.
- Conduct a noticed public hearing and pass a resolution updating the fee schedule for water service restoration charges. SB 998 imposes some rules regarding the maximum amount that the County may charge to reconnect water service in various situations. Public Works also took this opportunity to do a larger update of its water service restoration charges, as those charges have not been updated since the late 1990s and are far below the actual cost that Public Works must incur to restore service.

- Pass a resolution adopting an Inyo County Policy on Disconnection of Residential Water Service for Nonpayment. SB 998 requires that all water systems have such a policy. SB 998 also largely dictates what this policy must say. Thus, Public Works has drafted a policy that complies with SB 998 and asks that your Board adopt it as the official policy of the Town Water System.
- Pass a resolution setting the deposit amount required to begin service with the Town Water System at an amount equal to three months of service. SB 998 requires that the County go through a lengthy procedure before water can be shut off for nonpayment. This procedure takes approximately 2.5-3 months. Thus, because of SB 998, it is necessary to increase the deposit amount required for new customers to protect the County in the event of nonpayment. As with all utility deposits, if the customer remains current on his or her bill, the deposit will be returned in full to the customer when he or she ends the water service.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to adopt only some or none of these ordinances and resolutions. However, this is not recommended, as the ordinance to update Title 4 and the resolution to adopt the County's policy on service disconnection are required by SB 998. Additionally, the resolutions regarding deposit amounts and service reconnection fees are necessary to ensure the financial health of the Town Water Systems.

**OTHER AGENCY INVOLVEMENT:**

Public Works, County Counsel

**FINANCING:**

**ATTACHMENTS:**

1. Title 4 Update Ordinance
2. Disconnect Policy Resolution
3. Deposit Amount Resolution
4. Service Restoration Fee Resolution

**APPROVALS:**

Grace Chuchla	Created/Initiated - 5/18/2020
Darcy Ellis	Approved - 5/19/2020
Marshall Rudolph	Approved - 5/19/2020
Chris Cash	Approved - 5/19/2020
Michael Errante	Final Approval - 5/19/2020

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
ADDING, REPEALING, AND AMENDING CERTAIN SECTIONS  
OF TITLE 4 OF THE INYO COUNTY CODE RELATED  
TO THE COUNTY WATER SYSTEMS**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to update various sections of Title 4 of the Inyo County Code in order to bring Title 4 into compliance with SB 998 (2019), which imposed certain rules related to disconnecting water service for nonpayment.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Government Code section 25690, which authorize the County to operate a water system, and SB 998 (2019) (Cal. Health & Safety Code section 116900, *et seq.*), which imposes rules related to disconnecting service for nonpayment.

**SECTION THREE. MODIFICATIONS TO TITLE 4.**

The following sections of Title 4 of the Inyo County Code are hereby repealed, amended, or added as follows:

- Section 4.10.070 – Repealed in its entirety
- Section 4.10.080 – Repealed in its entirety
- Section 4.10.090 – Amended as shown in Exhibit A
- Section 4.10.130 – Amended as shown in Exhibit A
- Section 4.10.140 – Amended as shown in Exhibit A
- Section 4.12.040 – Amended as shown in Exhibit A
- Section 4.12.050 – Amended as shown in Exhibit A
- Section 4.12.055 – Added to Title 4 as a new section as shown in Exhibit A
- Section 4.12.070 – Amended as shown in Exhibit A

Any section of Title 4 not included in the above list is not modified.

**SECTION FOUR. 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 FIVE. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

**SECTION SIX. 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 May, 2020, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
MATT KINGSLEY, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

# **EXHIBIT A**

#### **4.10.090 Amount of deposit.**

All prospective customers shall be required to make a deposit in an amount to be set by resolution of the Board of Supervisors.

If a customer's water service is discontinued under any of the circumstances set out in Inyo County Code section 4.10.130 or at the request of the customer, the customer's deposit shall be automatically applied to cover any outstanding balance. Before service is reestablished, the customer shall be required to pay any additional amount necessary to bring his or her previous deposit up to the current charge for a deposit.

#### **4.10.130 Discontinuance of service by county.**

- A. Nonpayment of Bills. A customer's water service may be discontinued for non-payment of a bill for water service rendered, if the bill has not been paid within the time prescribed by Section 4.12.040.
- B. Noncompliance with the County's Rules. If a customer fails to comply with any provision of this title other than provisions requiring the timely payment of bills, the county will advise the customer of such failure by providing five days written notice informing the customer of the nature of the noncompliance and that service will be discontinued unless the customer remedies the noncompliance. After such notice, the county may discontinue service to the customer without further notice.
- C. Conditions Detrimental or Damaging to the County or its Customers. If an unsafe or hazardous condition is found to exist on the customer's premises, or if the use of water thereon by apparatus, appliances, equipment, or otherwise is found to be detrimental or damaging to the county or its customers, the service may be shut off without notice. The county will notify the customer of the reasons for the discontinuance and the corrective action to be taken by the customer before service can be restored.

#### **4.10.140 Service restoration charges.**

Service restoration charges shall be set by resolution of the Board of Supervisors. The cost of such charges shall be limited to the actual cost incurred by the County and in no event shall it be higher than the permissible charges set forth in California Health & Safety Code § 116914(a)(1); provided, however, that if a customer's water is shut off for a reason stated in Inyo County Code § 4.10.030 and the customer, without the permission of the County, turns the water back on or allows the water to be turned on without the County's permission, the County shall collect an additional amount of \$100 from the customer before water is restored as a penalty.

#### **4.12.040 Delinquency of bills.**

All bills for water service are due and payable upon presentation. If a bill has not been paid within sixty calendar days after the due date stated in the bill, it is delinquent and service shall be discontinued in accordance with the procedures set forth in section 4.14.050.

#### **4.12.050 Notice required before discontinuation of service.**

At least seven business days before service is discontinued due to delinquency of bills as stated in section 4.12.040, the county shall contact the customer named on the account by telephone or written notice.

- A. If the county contacts the customer via telephone, the county shall offer to provide in writing to the customer the county's Policy on Discontinuation of Residential Service for Nonpayment. The county shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.
  
- B. If the county contacts the customer via written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
  - i. The customer's name and address.
  - ii. The amount of the delinquency.
  - iii. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
  - iv. A description of the process to apply for an extension of time to pay the delinquent charges.
  - v. A description of the procedure to petition for bill review and appeal.
  - vi. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the county's Policy on Discontinuation of Residential Service for Nonpayment.
  
- C. If the county is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the county shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the county's Policy for Discontinuation of Residential Service for Nonpayment.

#### **4.12.055 Discontinuation of Service – Particular Situations**

The county shall not discontinue residential service for nonpayment if all of the following conditions are met:



- A. The customer, or a tenant of the customer, submits to the county the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- B. The customer demonstrates that he or she is financially unable to pay for residential service within the county's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the county's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
- C. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the county's Policy on Discontinuation of Residential Service for Nonpayment.

If the three conditions listed above in (a), (b), and (c) are met, the county may offer the customer one or more of the following Payment Plan Options: amortization of the unpaid balance; participation in an alternative payment schedule; a partial or full reduction of the unpaid balance financed without additional charges to other ratepayers; and/or temporary deferral of payment. The county may choose which of the Payment Plan Options listed above the customer undertakes and may set the parameters of that payment option pursuant to the county's Policy on Discontinuation of Residential Service for Nonpayment.

If a customer is participating in any of the Payment Plan Options described above and does not make the required payments, service may be discontinued no sooner than 5 business days if both of the following are true:

- A. The county has posted a notice of intent to disconnect service in a prominent and conspicuous location at the property; and
- B. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

**4.12.070 Disputed or erroneous bills.**

Any customer who believes that his or her bill contains inaccuracies may challenge the bill via the process set forth below:

- A. Within thirty days of the due date for the bill that the customer seeks to challenge, the customer must file with the Director of Public Works a written statement that sets out:

- i. The bill being challenged;
- ii. The date of issuance of that bill;
- iii. The basis for challenging that bill;
- iv. The alleged defects in the bill.

B. The Director of Public Works shall review the initial challenge described in subsection (a) and determine the appropriate course of action. The Director of Public Works shall inform the property owner of his or her decision in writing within sixty days of the receipt of the initial challenge.

C. Finality of Decision. The decision of the Director of Public Works shall be the final administrative decision. No further administrative appeals to the county board of supervisors or any other county board or commission shall be permitted.

If a customer timely appeals the Director of Public Works' decision to any court to which such an appeal may be lawfully taken, the county shall not discontinue residential service while the appeal is pending.

**RESOLUTION NO. 2020 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
ADOPTING THE INYO COUNTY POLICY ON DISCONTINUATION OF  
RESIDENTIAL WATER SERVICE FOR NONPAYMENT**

**WHEREAS**, through the Department of Public Works (“the Department”), the County of Inyo (“the County”) manages town water systems in Lone Pine, Independence, and Laws; and

**WHEREAS**, SB 998 (2019), codified at Health & Safety Code section 116900, *et seq.*, requires any operator of a water system with over 300 connections to draft and adopt a written policy on discontinuation of residential service for nonpayment (“the Policy”); and

**WHEREAS**, the Department has drafted a proposed Policy that meets all requirements of SB 998, which is attached hereto as Exhibit A; and

**WHEREAS**, the Board wishes to adopt the proposed Policy as Inyo County’s written Policy on Discontinuation of Residential Water Service for Nonpayment, per the requirements of SB 998.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Inyo that, as required by SB 998, the document attached hereto as Exhibit A is hereby adopted as the Inyo County Policy on Discontinuation of Residential Water Service for Nonpayment.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2020, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
MATT KINGSLEY, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

# Exhibit A

## **INYO COUNTY POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT**

Inyo County endeavors to work cooperatively with customers who are experiencing financial difficulties and find themselves unable to pay their water bills. To that end, Inyo County has adopted the following policy regarding the discontinuation (shutoff) of residential water service based on nonpayment.

As explained in Inyo County Code (“ICC”) § 4.12.040, water bills are considered delinquent if they are not paid within 60 days after their due date. Generally—and as laid out more specifically in ICC § 4.12.050—when bills near this 60-day deadline, customers will receive a notice at least 7 calendar days before service is to be shut off for nonpayment (a “Shutoff Notice”). If you are receiving this policy in connection with a Shutoff Notice, please read this policy in full. It contains important information regarding your rights and your responsibilities in connection with the Shutoff Notice.

### **Alternative Payment Plan**

If you are behind on paying your water bill and have received a Shutoff Notice, you have the right to discuss an alternative payment plan with the County. Please call Inyo County Town Water Systems at (760) 878-0212 (760) 878-0208 during the hours of 8 am to 5 pm if you would like to discuss such a plan. The County reserves the sole discretion and final decision of whether to offer such a plan and to determine the terms and conditions of such a plan.

This alternative payment plan may include, but is not limited to, a plan for deferred or reduced payments, amortization of the unpaid balance, a partial or full reduction of the unpaid balance (which can only occur upon Board of Supervisor approval), or temporary deferral of payment. The County will work in good faith with the customer to identify the most acceptable repayment option; provided, however, that the County retains the authority to decide on the final structure and requirements of the payment plan. It is the customer’s responsibility to timely provide the County with any information that the County may request regarding the customer’s finances. Any refusal or delay in providing such information may result in a summary denial of the customer’s request for an alternative payment plan.

In designing a payment plan, the County will take the following factors into account:

- A. The financial needs of the County water system, including the need to ensure adequate cash flow and the need to ensure an adequate reserve of funds for repairs and general maintenance;
- B. The financial hardship that has required the customer to request an alternative payment plan, including the customer’s current income and projected future income;

- C. The types and kinds of payment plans offered to other similarly-situated customers. While each customer is unique and the needs of the water system are constantly evolving, the County will endeavor to provide comparable payment plans to similarly-situated customers whenever possible.

Any payment plan should result in repayment of any remaining outstanding balance within 12 months. The county may in its sole discretion grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

### **How to Contest or Appeal a Bill**

If you believe that the County has made a mistake on your water bill, please contact Inyo County Town Water Systems at: (760) 878-0212 or (760) 878-0208. The County always desires to accurately bill customers and will work with you to investigate any errors that you believe may exist on your bill.

If you feel that mistakes on your bill have not been resolved after contacting the County, you may pursue a formal challenge. The process for formal challenges is set out in ICC § 4.12.070.

### **How to Restore Service**

If your water has been shut off, you may restore service by contacting the Inyo County Town Water Systems at (760) 878-0212 or (760) 878-0208. All past-due balances must be paid in full before the water service will be restored.

The fee for restoring service is set out in ICC § 4.10.140.

### **Customers with Household Income Below 200% of the Federal Poverty Line**

If a customer can demonstrate that his or her household's income is at or below 200% of the federal poverty level, the County will apply the following policies:

- A. Any fees associated with the restoration of service will not exceed \$50, as long as the service is restored during normal operating hours. If the customer requests that service be restored outside of normal operating hours, the fee associated with the restoration of service will not exceed \$150. If the actual cost of reconnection is less, the charge will be lowered accordingly.
- B. The county will waive interest charges on delinquent bills once every 12 months.

If any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and

Children, the customer shall automatically be deemed to be at or below 200% of the federal poverty level. In all other situations, the customer must provide proof of income and expenses.

### **Landlord-Tenant Issues**

In situations where the county furnishes individually metered service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Health & Safety Code § 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the county will make a good faith effort to inform the residential occupants of any impending shut off of the residents' water by means of written notice at least 10 days before the shut off is to occur. The written notice will inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which the landlord may owe.

The county will permit the residential occupants to become direct customers of the County Water System only if each residential occupant agrees to the terms and conditions of service and meets the requirements of County's rules. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the County, or if there is a physical means legally available to the County of selectively terminating service to those residential occupants who have not met the requirements of the County water system's rules, the County shall make service available to those residential occupants who have met those requirements.

Any residential occupant who becomes a customer of the County water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the County water system for those services during the preceding payment period.

In the case of a detached single-family dwelling, the County water system may do any of the following:

- A. Give notice of termination at least seven days prior to the proposed termination.
- B. In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

### **Elective Shut-Off of Water Service**

Inyo County generally does not permit customers to electively pause their services. Customers who know that their property will be unoccupied for a significant length of time are welcome to contact a private plumber who can shut off water service to the property. However, customers will continue to be billed at the same rate during any period of elective water shut-off.

If you have any questions regarding this Policy, please feel to contact the Inyo County Town Water Systems at (760) 878-0212 or (760) 878-0208.



**RESOLUTION NO. 2020 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
SETTING THE DEPOSIT AMOUNT FOR WATER SYSTEM CUSTOMERS**

**WHEREAS**, through the Department of Public Works (“the Department”), the County of Inyo (“the County”) manages town water systems in Lone Pine, Independence, and Laws; and

**WHEREAS**, Inyo County is entitled to collect a deposit from all water system customers as a means to ensure that water system fees and charges will not go unpaid; and

**WHEREAS**, Inyo County Code section 4.10.090 authorizes the Board of Supervisors to set the amount of deposit via resolution; and

**WHEREAS**, any deposit paid by a water system customer will be held in trust by the County and returned to the customer at the conclusion of his or her service; provided, however, that if the customer has outstanding charges on his or her account at the conclusion of service, the deposit will be applied to cover such charges;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Inyo as follows:

1. The deposit for water system customers shall be an amount equal to 3 months of service. This amount shall be calculated based on the size of the customer’s meter and the current rate for water service at the time the customer signs up for service.
2. The adoption of this Resolution is statutorily exempt from the provisions of CEQA pursuant to Section 15273(a)(1) and (a)(2) of the CEQA Guidelines as the establishment or modification of rates, fees, and charges.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2020, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
MATT KINGSLEY, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

**RESOLUTION NO. 2020 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
UPDATING THE FEE SCHEDULE FOR  
WATER SERVICE RESTORATION CHARGES**

**WHEREAS**, through the Department of Public Works (“the Department”), the County of Inyo (“the County”) manages town water systems in Lone Pine, Independence, and Laws; and

**WHEREAS**, the Department has compared the amount of revenue produced under the existing fee schedule charged by the Department to the County’s cost of providing the services for which the fees are charged, and has determined that the existing fee amounts do not allow the County to recover its cost of restoring water service to customers whose service has been terminated. The service restoration fee currently charged by the County is only \$15 and was set over 20 years ago in 1999. The Department’s analysis of current costs revealed that the County’s cost to restore water service is, on average, \$60 for customers located in Independence, \$60 for customers located in Lone Pine, and \$120 for customers located in Laws. This analysis is based on a calculation of the total cost of restoring water service, including the staff time required to travel to and from a customer’s home, the staff time required to perform the actual restoration, the administrative time required to oversee the system, and associated costs such as mileage; and

**WHEREAS**, Inyo County Code section 4.10.140 provides that the fees for the restoration of water service shall be set by Resolution of the Board of Supervisors; and

**WHEREAS**, Health & Safety Code section 116914(a)(1) provides a cap of \$50 for water restoration fees for customers at or below 200% of the federal poverty line; and

**WHEREAS**, the Board has conducted a noticed public hearing regarding said proposed fees in accordance with Government Code section 66016, and has considered testimony provided by staff and the public with respect to said fees; and

**WHEREAS**, the Board has determined that the increased fees proposed by the Department are reasonable and do not exceed the County’s cost of restoring water service.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Inyo as follows:

1. That the fees for restoring water service shall be \$60 for customers located in Independence, \$60 for customers located in Lone Pine, and \$120 for customers located in Laws. For all customers at or below 200% of the federal poverty line, as defined in Cal. Health & Safety Code section 116914, the service restoration fee shall be \$50.
2. That the adoption of this Resolution approving the proposed fee schedule is statutorily exempt from the provisions of CEQA pursuant to Section 15273(a)(1) and (a)(2) of the

CEQA Guidelines as the establishment or modification of rates, fees, and charges which are for the purpose of meeting operating expenses.

3. That these fees meet the requirements set forth in subdivision (e)(2), (e)(3), or (e)(5), as applicable, of Section 1, Article XIII C of the California Constitution, and are therefore exempt from the definition of a tax as used therein.
4. That the revenue resulting from the fees established pursuant to this resolution will not exceed the estimated reasonable costs to provide the services and that the costs of providing these services are reasonably allocated among the fees established.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of May, 2020, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
MATT KINGSLEY, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board